

TELECOMMUNICATIONS LICENSE AGREEMENT

This Telecommunications License Agreement is between **1202180 Ontario Limited** ("Licensor") and **Telecom Ottawa Limited** ("Licensee").

WHEREAS The Licensee wishes to gain access to the property located at **6 Antares Drive, Phases I and II, Ottawa, Ontario** ("the Buildings"), owned by the Licensor for the purpose of installing and operating equipment to provide telecommunications services and facilities to the tenants and occupants of the Buildings.

AND WHEREAS the Licensor grants to the Licensee for the Term, the non-exclusive license, subject to the following terms and conditions:

1. Grant

- (a) to install, operate, maintain, repair, improve, replace and remove at the Licensee's sole expense and risk , the Connecting Cable, Connecting Equipment and Communications Equipment; together with the right to use the Entrance Link and Communication Spaces; to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Rooms and from the Equipment Rooms to the Licensee's customers, as required by the Licensee's customers in the Buildings.
- (b) The Licensee, its employees and contractors shall have access to the Equipment Rooms on a seven (7) days a week, twenty-four (24) hours per day basis for the purpose of installing, operating, maintaining, repairing and removing the Licensee's Equipment in accordance with the Licensor's standard rules and reasonable security requirements, as set out in Schedule B.
- (c) The Licensee shall use the Equipment Rooms and Licensed Area only for the installation, operation, maintenance, repair and replacement of the Licensee's Equipment for the purpose of providing telecommunications services to the Licensee's customers in the Buildings, and in no event shall the Licensee's Equipment occupy more space in the Equipment Rooms than the dimensions indicated on Schedule "C" to this Agreement.

2. The Licensee specifically acknowledges and agrees that the license granted herein is non-exclusive and the Licensor retains the right to use the Licensed Area and to allow others the use of the Licensed Area for all purposes whatsoever provided that such uses shall not unduly interfere with the Licensee's rights hereunder. The Licensor shall not have any obligations with respect to the Licensee's Equipment or the Licensed Area or compliance with any requirements relating thereto, nor shall the Licensor be responsible for any damage that may be caused to the Licensee's Equipment or the Licensed Area, save and except any damage that is directly caused by the negligence or willful acts of the Licensor. The Licensor makes no representation that the Licensee's Equipment or the Licensed Area will be able to operate without interference or disturbance and the Licensee agrees that the Licensor shall not be liable to the Licensee therefore.

3. The Licensee shall pay to the Licensor an annual License Fee in the amount of one thousand two hundred dollars (\$ 1,200) per Building, for a total of two thousand four hundred dollars (\$2,400) per year, plus GST & PST, as applicable. The License Fee shall be payable in advance on the Commencement Date and on each anniversary thereof during the Term. The annual License Fee shall be deemed to be fully earned on

- (c) the Licensor defaults in the observance or performance of any of the Licensor's obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Licensor, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensor promptly commences such cure with reasonable diligence;
 - (d) if a Building is damaged to such extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Licensor under this Agreement, the Licensor, at its sole option and expense, may attempt to repair such damage within one hundred and eighty (180) days. In the event the Licensor elects not to repair the damage within one hundred and eighty (180) days, the Licensee shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the Licensor, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of Section 10.
14. The Communications Equipment shall, at all times, remain the exclusive property of Licensee, notwithstanding it may be affixed to the Property. The Licensor shall not relocate, remove or otherwise interfere with the Communications Equipment without the prior written consent of Licensee; except that the Licensor shall be entitled, without any liability to the Licensee whatsoever, to disconnect or remove the Licensee's Equipment in the event that the Licensee fails to cure a default under this Agreement or fails to remove as soon as practical, which shall in no event exceed fifteen (15) days, the Licensee's Equipment on the termination of this Agreement. The Licensee shall pay the Licensor's costs of removing the Licensee's Equipment, including any damages caused by the removal of the Licensee's Equipment, within fifteen (15) days of receipt of the Licensor's invoice.
15. The term of this Agreement, and the rights granted herein, shall be effective on December 1, 2006 (the "Commencement Date") and shall continue for a period of five (5) years. Provided that the Licensee has not been and is not then in breach of the License Agreement, the Licensee shall have one (1) option to renew the License Agreement for one (1) additional term of five (5) years (Renewal Term) on the same terms and conditions, save and except as follows:
- i) there shall be no further right of renewal;
 - ii) the annual License Fee during the Renewal Term will be the fair market rate, agreed between the parties, and failing such agreement within three (3) months after exercising the option, as determined by arbitration pursuant to the *Arbitrations Act*, Ontario;
 - iii) however, the annual License Fee shall not be less than the annual License Fee payable in the last month of the expiring term.
- To exercise this option to renew, the Licensee shall give written notice to the Licensor no later than six (6) months prior to the date of expiry of the current Term, failing which this option shall be null and void.
16. This Agreement and the rights hereunder may not be transferred or assigned by Licensee without the prior written consent of the Licensor, provided that Licensee may assign this Agreement to an affiliate of the Licensee, as defined in the *Canadian Business Corporations Act*, upon written notice to the Licensor. Notwithstanding any transfer or assignment hereof, the Licensee shall at all times remain liable hereunder.

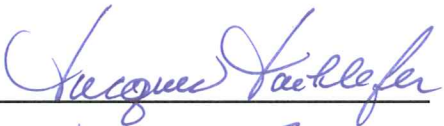
17. This License constitutes the entire agreement between the Licensor and the Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matters thereof. The License may not be amended or modified except by a written instrument executed by both parties.

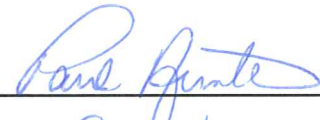
18. This Agreement shall enure to the benefit of, and be binding upon the parties and their respective permitted successors and assigns, heirs and personal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf as of the date first set forth above.

Telecom Ottawa Limited

1202180 Ontario Limited

By: 
Name: JACQUES TAILLEFER
Title: VP, SALES

By: 
Name: PAUL HUNTER
Title: PRESIDENT

2006-12-27

I have authority to bind the corporation

By: _____

Name: _____

Title: _____

I/We have authority to bind the corporation