

TELECOMMUNICATIONS, POP SITE LICENSE AGREEMENT

This Agreement made this 31st day of May, 2007.

BETWEEN:

THE MANUFACTURERS LIFE INSURANCE COMPANY

(the "Licensor")

-and-

TELECOM OTTAWA LIMITED

(the "Licensee")

WHEREAS:

The Licensor is the owner of fee simple title to, or a ground leasehold interest in, certain land (the "Lands") and improvements thereon (the "Building") situated in the City of Ottawa, Province of Ontario with a street address **as identified on the attached Schedule "C-1"**.

AND WHEREAS:

The Licensee wishes to install a "low-profile wall mount rack", equipment cabinet and associated cabling (the "Licensee's Equipment") situated in the portion of the Building that is more particularly detailed on attached Schedule "A" (the "Licensed Area") for use by the Licensee for the placement of the Licensee's Equipment;

NOW THEREFORE:

IN WITNESS hereof and in consideration of the mutual covenants and agreements contained herein, the hereto agree as follows:



1.0 Definitions

The definitions contained in Schedule "B" apply to this Agreement.

2.0 TERM; NATURE OF LICENSE

2.1 The term of this Agreement shall be for five (5) years commencing June 1, 2007 (the "Commencement Date") and terminating May 31, 2012 (the "Termination Date"), subject to any renewal rights that may be set forth in Section 15.2 below.

2.2 Notwithstanding that this Agreement constitutes a license, and not a lease, the term of this Agreement may not be terminated by either party except pursuant to an express right of termination granted herein, and the Licensor shall have all rights and remedies of a landlord against a tenant for breach by the Licensee of any of its duties and obligations hereunder.

3.0 LICENSE FEES

3.1 The Licensee shall pay to the Licensor the Annual License Fees as stipulated in Schedule "C", plus all applicable taxes, without deduction, abatement or set-off, annually and in advance of each anniversary of this Agreement.

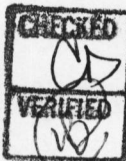
3.2 The Licensor may, in its sole but reasonable judgment, adjust the Annual License Fee at the time of renewal so that the Annual License Fee is consistent with license fees or rent being charged for similar space in other buildings in the jurisdiction in which the Licensor's Premises is located.

4.0 LICENSE TERMS

FILE COPY

The parties hereto have executed this Agreement as of the day and year first above written.

THE MANUFACTURERS LIFE INSURANCE COMPANY



By: [Signature]
Name: Stephen Nicoletti
Title: Assistant Vice President and Regional Director

I am authorized to bind the Licensor

TELECOM OTTAWA LIMITED

By: [Signature]
Name: Tom Mess Vivian Karasikas
Title: President & CEO Director, Finance & Administration

I am authorized to bind the Licensee

[Handwritten initials]

SCHEDULE "C-1"
LICENSED AREAS AND FEE

<u>Licensed Area Address</u>	<u>Fee</u>
55 Metcalfe Street, Ottawa	\$6,500.00 per annum
220 Laurier Avenue West, Ottawa	
1600 Carling Avenue, Ottawa	
55 Murray Street, Ottawa	

Handwritten initials and signatures