

TELECOMMUNICATIONS LICENSE AGREEMENT

This Telecommunications License Agreement is between **Belemare Bros. Realty** ("Licensor") and **Telecom Ottawa Limited** ("Licensee").

WHEREAS The Licensee wishes to gain access to the property located at 1427 Ogilvie Rd., Ottawa, ON ("the Building"), 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 Building.

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 Room and from the Equipment Room to the Licensee's customers, as required by the Licensee's customers in the Building.
 - (b) The Licensee, its employees and contractors shall have access to the Equipment Room 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 Room 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 Building.
2. The Licensee, at his own expense, shall install the Communications Equipment materially in accordance with drawings prepared by Licensee and submitted to the Licensor for approval prior to installation, provided that such approval shall not be unreasonably withheld or delayed. The Licensee shall provide "as built" drawings to the Licensor upon completion of each installation. The Licensee represents that all construction will be completed in a good and workmanlike manner, in accordance with all governmental requirements, the best engineering standards, and in full compliance with all requirements and conditions pertaining to building permits, user permits and operating permits. All work and all design and operation will be consistent with the requirements of all occupational health and safety legislation, safety codes, and environmental related requirements and regulations.
3. The Licensee has inspected the Equipment Room, the Building Communications Spaces and accepts the same "as is" with no other building facilities beyond those in existence at this time and agrees that the Licensor is under no obligation to perform any work or provide any materials to prepare the Equipment Room, the Building Communications Spaces or the Building for the Licensee.

of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence.

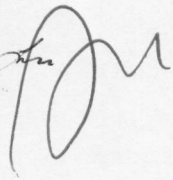
11. Termination by the Licensee:

- (a) the Licensee shall have the right to terminate this Agreement upon written notice to the Licensor in the event that the Licensee is unable to secure, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's Equipment;
- (b) the Licensee no longer requires the Equipment Room and the Building Communications Spaces for the purpose of providing its Telecommunications services to customers in the Building;
- (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 the 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 8.

12. 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.

13. The term of this Agreement, and the rights granted herein, shall be effective on October 10, 2006 and shall continue for a period of ~~five (5) years~~. The Licensee shall have the option to extend this Agreement, for two (2) consecutive periods of five (5) years each (each of which is a "Renewal Term"), upon the Licensee providing at least three (3) months written notice to the Licensor.

14. 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.




- 15. 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.

- 16. This Agreement shall enure to the benefit of, and be binding upon the parties and their respective 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.

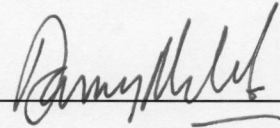

Telecom Ottawa Limited

Licensor

By: 
Name: TOM MOSS
Title: Chief Executive Officer

By: Linda Moyes
Name: Linda Moyes
Title: Director of Administration

I have authority to bind the corporation

By:  
Name: Donny J. Milito
Title: President

I/We have authority to bind the corporation