

INDEMNITY AGREEMENT

THIS INDENTURE made this 1st day of **January, 2000**

BETWEEN: **TELUS SERVICES INC.**
 herein called the "Indemnifier"
 OF THE FIRST PART

and **THE STANDARD LIFE ASSURANCE COMPANY**
 herein called the "Landlord"
 OF THE SECOND PART

WHEREAS in order to induce the Landlord to enter into a licence agreement (the "Licence") dated the 1st day of **January, 2000** with respect to premises located at 275 Slater St., Ottawa, Ontario between **TELUS Integrated Communications**, a division of **TELUS Mobility Cellular Inc.** as Tenant and the Landlord herein, as Landlord, the Indemnifier agreed with the Landlord to enter into an indemnification agreement as hereinafter provided.

NOW WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable consideration (the receipt whereof is hereby by the Indemnifier acknowledged), the Indemnifier hereby makes the following indemnity and agreements with and in favour of the Landlord:

- 1 The Indemnifier does hereby covenant and agree with the Landlord:
 - (a) to make the due and punctual payment of all rent, moneys and charges expressed to be payable under the Licence during the period of the term contemplated by the Licence and any renewals thereof;
 - (b) to effect prompt and complete performance of all and singular the terms, covenants, conditions and provisions in the Licence contained on the part of the Tenant to be kept, observed and performed during the period of the term contemplated by the Licence and any renewals thereof, and
 - (c) to indemnify and save harmless the Landlord from any loss, costs or damages arising out of any failure to pay the aforesaid rent, moneys and charges and/or the failure to perform any of the terms, covenants, conditions and provisions.

2. This indemnity is absolute and unconditional and the obligation of the Covenant shall not be released, discharged, mitigated, impaired or affected by:
 - (i) any extensions of time, indulgences or modifications which the Landlord may extend or make with the Tenant in respect of or the performance of any of the obligations of the Tenant under any one or more of the provisions of the Licence,
 - (ii) any waiver by failure of the Landlord to enforce any of the terms, covenants, conditions and provisions of the Licence,

4. In the event of a default under the Licence or hereunder, the Indemnifier waives any right to require the Landlord to:

(i) proceed against the Tenant or pursue any rights or remedies with respect to the Licence,

proceed against or exhaust any security of the Tenant held by the Landlord, or

pursue any other remedy whatsoever in the Landlord's power. The Landlord shall have the right to enforce this indemnity regardless of the acceptance of additional security from the Tenant and regardless of the release or discharge of the Tenant by the Landlord or by others or by operation of any law.

5. Without limiting the generality of the foregoing, the liability of the Indemnifier under this indemnity shall not be deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant in any receivership, bankruptcy, winding-up or other creditors' proceeding or the rejection, disaffirmance or disclaimer of the Licence in any proceeding, and shall continue with respect to the periods prior thereto and thereafter, for and with respect to the term originally contemplated and expressed in the Licence. The liability of the Indemnifier shall not be affected by any repossession of the demised premises by the Landlord, provided, however, that the net payments received by the Landlord after deducting all costs and expenses of repossessing and/or reletting the same, shall be credited from time to time by the Landlord to the account of the Indemnifier, and the Indemnifier shall pay any balance owing to the Landlord from time to time, immediately upon ascertainment and demand.

6. No action or proceeding brought or instituted under this indemnity and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this indemnity by reason of any further default or defaults hereunder and/or in the performance and observance of the terms, covenants, conditions and provisions in the Licence.

7. No modification of this indemnity shall be effective unless the same be in writing and signed by the Indemnifier and the Landlord.

8. The Indemnifier shall, without limiting the generality of the foregoing, be bound by this indemnity in the same manner as though the Indemnifier were the Tenant named in the Licence.

9. All of the terms, agreements and conditions of this indemnity shall extend to and be binding upon the Indemnifier, its heirs, executors, administrators, successors and assigns, and shall enure to the benefit of and may be enforced by the Landlord, its successors and assigns.

10. This agreement shall be construed in all respects in accordance with the state or provincial jurisdiction in which the leased premises described in the Licence are located.

IN WITNESS WHEREOF the party of the First Part has executed this Indenture.

Form
Approved


Counsel
Maz 1100

SIGNED, SEALED AND DELIVERED)
in the presence of)

TELUS SERVICES INC.
(The "Indemnifier")

)
)

LICENCE AGREEMENT

THIS LEASE dated as of this 1st day of **January, 2000**.

BETWEEN: **THE STANDARD LIFE ASSURANCE COMPANY**, having its principal office in Montreal, Quebec, and having an office at **275 Slater Street, Suite 1500, Ottawa, Ontario, K1P 5H9** (the "**Licensor**")

AND: **TELUS INTEGRATED COMMUNICATIONS**, a division of **TELUS MOBILITY CELLULAR INC.** having its principal office at 12040-107 Street, Edmonton, Alberta T5G 2S7 (the "**Licensee**")

WITNESSETH:

WHEREAS the Licensor operates a building known as **275 Slater St.**, (hereinafter called the "Building") in the City of Ottawa, in the Province of Ontario.

NOW THEREFORE in consideration of the fees to be paid and the covenants hereinafter reserved and contained the parties hereto agree as follows:

THE LICENSOR hereby grants to the Licensee a non-exclusive licence (the "Licence") to operate and maintain at its own expense, a telecommunications system located in approximately **122 square feet** on the first level of the underground parking garage of the Building (the "Premises") as crosshatched on the attached Schedule "B", by means and in locations as may be determined in consultation with the Landlord, the latter acting reasonably. The Premises is to be used for location of the Licensee's telecommunication system, consisting of associated cables, equipment and electrical power from source to equipment (the "Equipment"), for the purpose of operating its telecommunications network and providing telecommunications services to its customers located in the Building and for no other purpose without the prior written consent of the Licensor, provided, however, that all such fixtures, erections and Equipment as installed and erected by the Licensor shall subject to Section 20 not become the property of the Licensor and the Licensee shall remove such fixtures, erections and Equipment upon vacating the Premises and shall make good any damages occasioned to the walls, roof and/or floor of the said Premises at its own expense.

2. TO HAVE and to hold the Licence for and during the term, (hereinafter called the "Term") of Ten (**10**) years to be computed from the 1st day of **January, 2000** and from thenceforth next ensuing and fully to be completed and ended on the 31st day of **December, 2009**.
3. THE LICENSEE covenants to pay annual Rent in the amount of \$1,464.00 in advance in equal monthly payments of **\$122.00** beginning from January 1, 2000 to December 31, 2004; and \$1,704.00 in advance in equal monthly payments of **\$142.00** from January 1, 2005 to December 30, 2009. Electricity attributed directly to the Premises shall be payable by the Tenant.
4. THE LICENSEE covenants and agrees with the Licensor that it will not install or erect any Equipment in or on the Building until it has first obtained the Licensor's prior written approval of all plans and specifications which shall set out in detail the design, height, weight, and proposed location of any Equipment or the proposed addition or alteration from time to time. It is agreed that the Licensor, acting reasonably, shall have the complete and final right to approve or reject any such proposed installation or erection of the Equipment or addition to or alteration of the Equipment. Without limiting the foregoing, the Licensor may reject the proposal where in its sole opinion such installation would:
 - (a) constitute a hazard to either person or property;

6. THE LICENSEE shall not do or permit any acts of omissions which may not be detrimental or cause damage to the Premises or the Building. Notwithstanding Section 4 above, the Licensee shall promptly execute and comply with all statutes, rules, orders, ordinances and regulations of all governmental authorities having jurisdiction over the Equipment and/or the Licensee's operation and comply with all related requirements of the insurance company which writes fire and extended coverage insurance and public liability insurance for the Building.
7. THE LICENSEE shall permit the Licensor or its agents to enter and view the Equipment from time to time for the purpose of inspecting and of making repairs, alterations, addition or improvements to the Building, and the Licensee shall not be entitled to compensation of any kind for any inconvenience, nuisance, loss or discomfort occasioned thereby if the Licensor has made a diligent attempt to notify the Licensee of its intention to perform any work and has made a reasonable effort not to interfere with the normal operation of the Licensee's Equipment.
8. THE LICENSEE covenants and agrees that the work of erecting, installing and maintaining the Equipment in and upon the Building during the Term of this License shall be performed by a contractor or contractors previously approved in writing by the Licensor, acting reasonably.
9. THE LICENSOR covenants and agrees with the Licensee that the Licensee, its servants, agents and employees, shall have the right of access to its Equipment, subject to prior co-ordination with the Licensor, twenty-four (24) hours per day, seven (7) days per week, throughout the entire Term of this Licence excepting when the Building is inaccessible due to acts of God, acts of the Queen's enemy, riot, military or usurped power, sabotage, vandalism, wanton or negligent acts or accidents on the part of the persons not under, or by causes beyond the control of the Licensor.
10. THE LICENCEE covenants and agrees that it will pay the cost of the consumed electricity for operating the Equipment which shall be separately metered by submeters installed at the Licencee's expense.

THE LICENSOR shall not be liable nor responsible in any way and the Licensee hereby covenants and agrees to indemnify and save harmless the Licensor from and against any claim, action, demand, suit or other proceeding for any personal injury, including death, that may be suffered or sustained by the Licensee or any employee or agent of the Licensee or any other person who may be upon the Premises or in or about the Building at the request of or with the concurrence of the Licensee or for any loss or damage or injury to any property belonging to or in the possession of the Licensee or employee or agent of the Licensee or any other person who may be upon the Premises or in or in or about the Building at the request of or with the concurrence of the Licensee while such property is on the Premises or in or in or about the Building unless such injury, loss or damage shall be caused by the negligence of the Licensor or its employees, servants or workmen. In addition to the foregoing, the Licensee hereby covenants and agrees to indemnify and save harmless the Licensor from and against any claim, action, demand, suit or other proceeding for any personal injury, including death, or for any loss or damage or injury to any property arising directly or indirectly as a result of the presence of the Equipment on or in the Building, unless such injury, loss or damage shall be caused by the negligence of the Licensor or of its employees, surveyors or workmen.

The Licensee agrees that the Equipment shall be at the risk of the Licensee for the Term. The Licensee shall keep in force during the Term at its own expense without limitation comprehensive general liability insurance, including contractual liability, non-owned automobile liability, contingent employers liability, owner's and contractors protective insurance coverage and Licensee's legal liability insurance, with respect to the Premises and the Licensee's use of the Building, on an occurrence basis, with coverage including the activities and operations conducted by Licensee and any other person performing work on behalf of the Licensee and those for whom the Licensee is in law responsible, in any other part of the Building.

This policy will be written on a comprehensive basis with inclusive limits of at **FIVE MILLION DOLLARS (\$5,000,000.00)**, or such greater amount as may be stipulated by the Licensor from time to time, in respect of injury or death of one or more than one person, and for damage to property, regardless of the number of claims arising as a result of anyone occurrence. The Licensee agrees that the Licensor and, upon request, any mortgagee of the Licensor shall be named on the policy as insured

12. IF THE LICENSEE shall continue to occupy the Premises after the expiration of the Term with or without the consent of the Licensor, and without the consent of the Licensor, and without the execution and delivery of a new License, there shall be no implied renewal, and the Licensee shall be deemed to be occupying the Premises as a Licensee from month to month upon the terms and conditions herein set out except as to length of occupancy.
13. IF AND WHENEVER: (i) the Licensee fails to pay Rent after it is due and after 5 days' notice from the Licensor, or (ii) the Licensee defaults in observing or performing any of its obligations and fails to cure that default within 30 days after the Licensor gives the Licensee notice specifying the nature of the default, or (iii) this Licence is terminated under any provision hereof, or (iv) the Licensor has become entitled to terminate this Licence, then, in any such case, the Licensor thereafter may enter into the Premises or any part thereof in the name of the whole to repossess the Premises and enjoy as of its former estate, despite anything in this Licence to the contrary.

Notwithstanding the above the Licensee should be given an opportunity to remedy any non-monetary defaults and provided that the Licensee is diligently pursuing a remedy of a non-monetary default that it should not be considered a default which would allow the Licensor to terminate the Licence.

14. IN ADDITION to the rights of the Licensor under the above paragraph, if the Licensee shall be in default in the performance of any covenant on its part herein contained, except a covenant to pay money, the Licensor may (but shall not be obliged to) perform such covenant or part thereof for the account of the Licensee and shall not be liable for any loss or damage to the Licensee's Equipment or business caused by acts of the Licensor in so remedying the default of the Licensee, unless caused by the negligence of the Licensor, its employees, agents or contractors or those for whom it is in law responsible. If the Licensor at any time is compelled or elects to pay any sum of money, by reason of the failure of the Licensee to comply with any provisions of this Licence, or if the Licensor is compelled or elects to incur any expense, including legal fees, any sum (or sums) so paid by the Licensor, to the extent that it shall be reasonable, shall be paid by the Licensee to the Licensor upon demand.
15. IF:
- (i) The Licensee shall be adjudicated a bankrupt, or adjudged to be insolvent, or
 - (ii) a receiver or trustee of the Licensee's property and affairs shall be appointed, or
 - (iii) the Licensee shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for the appointment of a receiver, or
 - (iv) any execution or attachment shall be issued against the Licensee or any of the Licensee's property under which any person other than the Licensee's rights under this Licence, and such execution or attachment shall not be set aside, vacated, discharged or bonded within fifteen days after it issues.

This Licence may, at the option of the Licensor, be cancelled, whether the Term has commenced or any moneys have been prepaid or not, by delivering to the Licensee notice to that effect, and upon such delivery this Licence shall cease, but without prejudice to any rights of the Licensor which had accrued before such cancellation.

16. SUBJECT TO article 8 of Schedule "A" this Licence and the rights of the Licensee hereunder shall not be assigned or sublet in any way without the prior written consent of the Licensor, which may be unreasonably withheld.
7. THIS LICENCE is subject and subordinate to all mortgages or deeds of trust which may now or at any time hereafter affect the Licence in whole or in part or the Licensor's interest in the Building in whole or in part, and whether any such mortgages or deeds of trust shall affect only the Licence or the Licensor's interest in the Building or shall be blanket mortgages or deeds of trust affecting other premises as well, and the Licensee shall at any time upon notice from the Licensor become a Licensee

18. THE LICENSOR will not be responsible for providing any device or control to regulate the normal temperature within the Premises. Should the Licensee wish to install any temperature control device or equipment, he may do so at his own expense, subject to Sections 4 and 8 of this Agreement.
19. THE LICENSOR shall not be liable and the Licensee shall indemnify and save harmless the Licensor against any claim, action, demand, suit or other proceeding for any injury, loss or damage to any such person or property caused by or attributable to smoke, steam, water, rain, snow or fumes which may leak, issue or flow into the Premises from any part of the Building or from the water, sprinkler, smoke, steam or drainage pipes, heating apparatus or plumbing works of the Building or from any other place or quarter or caused by or attributable to wiring or of the air conditioning equipment or caused by or attributable to anything done by or omitted by any other Licensee or by any other person unless such injury, loss or damage shall be caused by the negligence of the Licensor or of its employees, servants or workmen.
20. FORTHWITH UPON the termination of this Licence, whether at the expiration of the Term or earlier pursuant to the provisions of this Licence, the Licensee shall immediately remove all of its Equipment and shall make good any damage occasioned to the walls, roof and/or floor of the Premises or any other part of the building arising from the removal at its own expense; provided that if the Equipment is not removed within ten (10) days after the end of the Term or the date of such earlier termination, the Equipment shall be deemed to be the property of the Licensor and may be disposed of as the Licensor may deem appropriate in its sole discretion; provided that the Licensee shall be responsible for all the Licensor's costs of removing the Equipment, repairing damage, if any, caused by removal and disposal thereof.
21. ANY NOTICE required to be given to the Licensor under the terms of this Licence shall be sufficiently given if delivered to the Licensor or if mailed by prepaid registered mail, addressed to:

Standard Life Assurance Company
 275 Slater St. , Suite 1500
 Ottawa, Ontario
 K1P 5H9
 Attention: Asset Manager

or at such other address as the Licensor shall in writing designate. Any notice required to be given to the Licensee under the terms of this Licence shall be sufficiently given if delivered to the Licensee or if mailed by prepaid registered mail, addressed to:

TELUS INTEGRATED COMMUNICATIONS,
 a division of **TELUS MOBILITY CELLULAR INC.**
 12040-107 Street
 Edmonton, Alberta, T5G 2S7
 Attention: Real Estate Specialist

or at such other address as the Licensee shall in writing designate. In either case, any such notice shall be deemed to have been received on the date of its delivery or on the second business day following the date when it is in handed to the Post Office.

22. Those provisions set out in Schedule "A" attached hereto will form part of this license.

THIS LICENCE and everything herein contained shall extend to and bind and may be taken advantage of by the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every one of the Parties hereto. Where there is more than one Licensee or there is a female party or corporation, the provision hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several. The term "person" when used herein shall include, wherever the context permits, a firm or corporation.

IN WITNESS WHEREOF the Parties hereto have executed this Licence, as of the day and year first above written.

THE STANDARD LIFE ASSURANCE COMPANY
(the "Licensor")

Per: 

Pierre G. Hurteau
Regional Asset Manager

Witness 

Per: 

Franco S. Falbo
Asset Manager

Witness 

TELUS INTEGRATED COMMUNICATIONS,
a division of **TELUS MOBILITY CELLULAR INC.**
(the "Licensee")

Per: 

Authorized Signatory

Witness _____

Per: _____
Authorized Signatory

Witness _____

Form
Approved



Counsel
May 1/00

I/We have the authority to bind the Corporation.

SCHEDULE "A"**ADDITIONAL PROVISIONS****1. FIXTURING PERIOD**

The Licensee shall have occupancy of the Premises for the purpose of the completion of Licensee's Work, the installation of telephone and communication systems, telecommunication and computer equipment, and furniture upon unconditional acceptance of the Offer until the Commencement Date ("Fixturing Period"). During the Fixturing Period, the Licensee shall have access to the Building, the Premises, the Building's freight elevators and loading docks twenty-four (24) hours a day, seven (7) days a week subject to the Licensor's reasonable rules and regulations. All terms and conditions of the License shall apply to the Fixturing Period, except that no Rent shall be payable. In the event the Licensee completes the Licensee's Work prior to the expiry of the Fixturing Period, the Licensee shall be entitled to operate its business in the Premises prior to the Commencement Date.

2. LICENSEE'S WORK

The Licensee shall, during the Fixturing Period, the Term of the License and any renewals thereof, have the right to decorate, improve and renovate the interior of the Premises and to make all other alterations and improvements (in addition to the Licensor's Work, if any, as herein provided) which it deems necessary and required to carry on its business and in order to make the same suitable for its use, at its cost, including without limitation, installation or alteration of any required heating, ventilation and air conditioning systems (in addition to the existing systems), installation or alteration of any required plumbing and electrical systems and fixtures, installation or alteration of interior walls, doors and frames and installation of all floor and wall coverings and the reinforcement of the slab if required, (the "Licensee's Work") provided, however, all such work shall be performed in accordance with the provisions of the License and good construction practices by competent contractors and in compliance with all relevant and applicable municipal and provincial laws, by-laws, and regulations. The Licensee shall have the right to relocate building systems pipes within the Premises (as the case may be) as required for the installation of Licensee's Work and Facilities, acting reasonably. The Licensee shall be responsible, at its cost, for obtaining all municipal and other permits required for the Licensee's Work and that relate to the Licensee's occupancy of the Premises. The Licensee shall obtain the Licensor's approval of all contractors performing work on the base building systems and life safety systems prior to commencing such work. The Licensee, within ten (10) banking days after receipt of written notice from the Licensor of the filing of any construction lien against the Building by reason of or arising out of any labour or material furnished to the Licensee or to anyone claiming through the Licensee, shall cause the same to be discharged by bonding, deposit, payment into court, payment, court order or otherwise. The Licensee shall defend all suits to enforce such liens, orders, at the Licensee's sole expense. Any renovations or alterations set out in this paragraph or otherwise shall be subject to the Licensee obtaining the Licensor's approval of the Licensee's plans and specifications as more particularly set out in the License. All work shall be done by the Licensee in accordance with the approved plans and specification and any variances from those plans and specifications shall require the prior approval of the Licensor. Where the Licensor's approval is required, such approval shall be within five (5) days of receipt of plans and specifications. The Licensor shall have the right to inspect the Premises during the construction of any renovations or alterations.

The Licensee shall have the right to install its fixtures, furnishings and equipment necessary for its operations and shall have the right to remove same at the end of the Term of the License or any renewals thereof, provided that any damage to the Premises caused by such removal is immediately repaired by the Licensee.

3. ACCESS TO AND USE OF CONDUITS AND RISERS

The Licensee shall be entitled to access to and use of existing risers, conduits, telephone rooms, electrical room and equipment rooms (the "Pathways") located in the Building for the Term and any renewals or extensions thereof for the purpose of installing, operating, maintaining and repairing any and all equipment, transmission lines, cables, fibres, wires, telephone and telecommunications lines as may be necessary to gain access from any part of the Premises:

The Licensee shall be entitled to install, at the Licensee's sole cost, new conduits in locations acceptable to the Licensor, acting reasonably, for the purpose of gaining access from the Premises to those locations set out in items (a), (b) and (c) above. The Licensee shall request the prior approval of the Licensor to any proposed use of the Pathways, such consent not to be unreasonably withheld, and the Licensee shall be responsible for all costs (including the costs of repairing any damage to the Building) of such installation, operation, maintenance and repair. The Licensor shall respond to the Licensee's requests to install new conduits or to use the Pathways within five (5) business days of the Licensee making such a request to the Licensor. The Licensor shall not charge the Licensee any fee, rent or other charge for access to and use of Pathways or any new conduits installed by the Licensee.

4. **TELECOMMUNICATIONS AND ELECTRICAL EASEMENT/ACCESS TO THE BUILDING**

The Licensor shall grant to the Licensee at no additional cost such easements and rights of way in, through, over and under that part of the Lands on which the Building are located, as the Licensee may require, in locations to be agreed upon by the Licensor and the Licensee, both acting reasonably (the "Easements"), for the purpose of carrying, laying, constructing, maintaining, using, digging, putting down, taking up, relaying, connecting, disconnecting, repairing, replacing, removing, inspecting and operating conduits, transmission lines, power lines, cables, fibers, and wires, including, without limitation, telephone and telecommunication lines or any one or more of them, together with all other telecommunication and electrical facilities (collectively the "Facilities") for the purpose of gaining access from the property line of the Lands to the Building.

The Licensor shall grant to the Licensee use of such existing risers and conduits for the Facilities as may be agreed to by the Licensor and Licensee, both acting reasonably. Access to and use of the existing risers and conduits shall be subject to the Licensor's approval of the Licensee's plans and specifications in respect of required capacity prior to the commencement of the Licensee's design and installation. Such approval not be unreasonably withheld or delayed.

The Licensee shall be responsible for all costs associated with construction or installation and maintenance of the Facilities. The Licensee shall be responsible for repairing any damage to the Building caused by such construction and installation. The Licensee shall be entitled to register notice of the Easements in the Land Registry Office. All costs of registration, including survey drawing costs and registration costs, shall be borne by the Licensee.

5. **GENERATOR**

Subject to a load test to determine the Licensor's emergency generator (the "Generator") space capacity (at the Licensor's expense), and subject to the "Licensee" providing written confirmation, prior to December 31, 2000, of its intent to connect to the Generator to the "Licensor", the Licensee (at the cost of the Licensee) shall have the right to utilize a portion of the unused capacity of the Licensor's Generator located at the Building, subject to the terms and conditions herein for such use. Provided the Licensee is not in default, the Licensee will not be charged any Rent, Basic Rent or Additional Rent during the Term or any extensions or renewals thereof for the Generator, but will be responsible for its connection costs.

The Licensee's connection of its Equipment located in the Premises to the Generator will be permitted upon the Licensor's verification and testing (at the Licensor's expense) of the existing load under full emergency power requirements. The Licensee will pay a one time lump sum of Forty Thousand Dollars (\$40,000.00) plus G.S.T. for said connection. Payment will be made upon completion of the Licensee's work and within thirty (30) days of being invoiced by the Licensor.

The connection of the Licensee's Equipment will be subject to the Licensor's approval, acting reasonably. At the end of the Term, if the Licensor expressly requires the Licensee to disconnect its Equipment and its ancillary systems, it will do so and restore the Building to its original condition, failing which the Licensor may do so and the Licensee will pay the Licensor's reasonable removal and restoration charge.

In respect of the Licensor's permission to the Licensee for connection of the Licensee's Equipment to the existing Generator serving the Building the Licensee acknowledges and agrees as follows:

- (a) notwithstanding the payment by the Licensee of any contribution towards the capital costs of the Generator, the Generator remains the exclusive property of, and under the exclusive control of, the Licensor, with no right, title, interest or benefit in the Generator being created in favour of the Licensee

- (c) the Licensor makes no covenant, representation or warranty, express or implied, with respect to the condition, quality, capacity, suitability or fitness for purpose of the Generator, and it is understood that the Licensor will not be liable for any bodily injury or death of, or loss or damage (including any indirect or consequential damage) to any property belonging to, the Licensee or its employees, invitees, or licensees or any other person in or about the Building or Premises, including without limiting the generality of the foregoing: (i) any loss, liability, injury or damage caused by the failure of the Generator to provide emergency power to the Licensee's Equipment, (ii) any loss, liability, injury or damage caused by or arising from an act or omission (including theft, malfeasance, or negligence) of any person the Licensor has employed or contracted with to perform maintenance, repair, servicing, security, or other work in respect of the Generator, (iii) any loss, liability, injury or damage, however caused, to money, securities, negotiable instruments, papers, software systems or other valuables of the Licensee or its employees, invitees, or licensees, or (iv) any loss liability or damage caused by or arising from the failure to properly service, maintain or repair the Generator, and the Licensee, on its own behalf and on behalf of its employees, invitees, or licensees expressly waives and releases the Licensor from any and all such loss, liability, injury or damage.

6. SECURITY

The Licensee, at its sole cost, shall be entitled to install a security system restricting access to the Premises. The Licensor agrees that, other than in cases of emergency, it shall not enter the Premises without being accompanied by an representative of the Licensee. Security systems installed on emergency exits shall be connected to the base building fire alarm systems as required by code.

7. ENVIRONMENTAL WARRANTY

The Licensor represents and warrants, to the best of his knowledge and belief, that the real property and the Building comply in all material respects with all applicable federal, provincial, or local environmental, health and safety statutes and regulations, and that neither the real property nor the Building are subject to any judicial or administrative proceedings alleging the violation of any federal, provincial or local environmental or health and safety statutes or regulation. The Licensor has no knowledge of the existence, or the reLicense into the environment, of any hazardous or toxic waste or substance and no Licensee, to the best of the Licensor's knowledge and belief, generates, transports, treats or disposes of hazardous waste or any Canadian federal, provincial, or local equivalent. The Licensor is not aware of the existence of any hazardous waste or substance in or on the ground of the real property and is not aware of the existence of any PCB's, urea formaldehyde, or asbestos in the Building. If asbestos is located in the Premises the Licensor shall be responsible for all costs of removal of such asbestos.

8. ASSIGNMENT/SUBLET

The Licensee shall not assign this License or sublet or part with possession of all or part of the Premises or mortgage or encumber the License without the prior written consent of the Licensor, which consent shall not be unreasonably or arbitrarily withheld or delayed; provided however, the Licensee shall be entitled to assign or sublet all or part of the Premises to an affiliate of the Licensee upon written notice to the Licensor. For purposes of this License the term "affiliate" shall have the same meaning as is given to such term in the *Ontario Business Corporations Act* as of the date of this License.

9. YEAR 2000 COMPLIANCE

The Licensor represents that it is using all reasonable efforts to secure warrants and covenants that all building systems, including without limitation, elevators, life safety, heating, ventilation and air conditioning, security (including controlled access to portions of the Building, and the Premises) access, parking, lighting, telephone and telecommunications and power supply (the "Building Systems") either are now, or shall be by October 31, 1999, or such later date as the Licensor and Licensee may agree upon, year 2000 compliant. In this Agreement, the phrase "year 2000 compliant", in relation to any devise or system, or any interconnected combination of devises or systems, means that the devise or system or combination thereof will continue to operate properly regardless of the progression of dates toward and beyond the year 2000 and to at least the end of the Term and during all subsequent periods under rights of renewal, and, if relevant to its operation, that the devise or system or combination thereof will correctly treat the year 2000 as a leap year.

The Licensor further represents, warrants and covenants that it has conducted an audit of the Build