

# TELECOMMUNICATIONS SERVICES ACCESS LICENSE AGREEMENT

IN CONSIDERATION of the fees paid by Telus Communications Company ("Licensee"), 1239079 Ontario Limited ("Licensor") and the terms contained herein, the parties agree as follows:

1. **Address where Premises are located:** ("Building") as described on Schedule "A" and otherwise known as 25 Adelaide Street East, Toronto, Ontario.

2. **Licensed Premises:**

This agreement includes the Licensee's exclusive use of a 50 square foot demised premises to act as the Licensee's P.O.P. (point of presence) Room for the building. It is understood that this agreement does not include the Licensee's potential right to install or utilize any equipment or antennae on the roofs of the buildings.

3. **Term:** 3 years

4. **Commencement Date:** February 1, 2007                      **EXPIRY DATE:** January 31, 2010

5. **Options to Extend:** PROVIDED THE LICENSEE IS NOT OR HAS NOT BEEN IN DEFAULT, the Licensee will be permitted to extend the Term by Two (2) periods of Three (3) years (2 X 3) at Market Rate for similar premises, uses and buildings in the vicinity of the Building at the time of extension as agreed by the parties, failing which to be determined by arbitration in accordance with such legislation in the province in which the premises are located. Any cost for such arbitration shall be borne equally by both PARTIES. To exercise an option to extend, Licensee shall provide 60 days notice to Licensor prior to end of the relevant Term.

6. **License Fee:** One thousand five hundred Dollars (\$1,500.00) plus GST per year payable annually in advance. Licensor's GST number is 8868308920001. It is understood that the License Fee is based on a rate of \$30 gross per square foot per annum multiplied by a 50 square foot POP area.

7. **Use of Premises:** to install, maintain, operate, replace, remove, improve and supplement Licensee's equipment, cable, conduit, racks, electronic equipment, apparatus and ancillary attachments ("Equipment") for the telecommunication of signals to and from customers located in the Building and as support or back-up for Licensee's (i.e. Telus') ring technology in the event of an interruption in service. Licensee may, with Licensor's prior written consent, connect to all necessary utilities, trunk lines, customers' equipment and Licensor's electrical grounding system and will have access to required conduit, risers, closets and meter rooms, if available. The Licensee will provide, prior to any installation or routing, specifications, plans or routing information and will be responsible for all consultants' costs incurred by the Licensor to assess and provide approval of same. For purposes of clarity, the Licensee shall be permitted to install, maintain, operate, and replace at the Licensee's sole expense and risk, certain "Connecting Equipment" (defined as the cabinets, conduits, inner ducts and connecting hardware), through the building's Entrance Link" (defined as the core sleeve penetration designated by the Licensee, through the Building foundation) and through designated building "Communications and Utility Spaces" (defined as the telecommunications and utility pathways designated by the Licensor) connecting:

- the Entrance Link to the Licensee's Premises;
- the Licensee's Premises to the Licensee's customers.

All of the Licensee's equipment and cabling shall remain the property of the Licensee unless otherwise agreed to in writing by the Licensor and Licensee.

8. **Electricity:** The Licensee will pay for all Hydro costs incurred by the Licensee through the use of electronic telecommunications hardware, if it is required within the POP room.

9. **Installation and Maintenance of Equipment:**

Licensee will repair any damage to the Building caused by its installation, maintenance or removal of Equipment at the end of the Term.

- The Equipment shall be installed, operated, maintained and supplemented in a good and worker like manner in accordance with sound engineering practices. Licensee shall ensure that no liens are registered against the Building as a result of its work and will indemnify Licensor in connections therewith. And within 30 days after completions of work the Licensee shall, provide the Licensor on the anniversary of the License A STATUORY DECLARATION that all contractors and suppliers have been paid in full.
- Licensee will comply and will ensure that its sub trades comply with all health and safety and environmental legislation and indemnifies Landlord for a breach thereof.
- Licensee will ensure that its Equipment does not interfere with the signals or equipment of service providers granted prior access by Licensor.

10. **Performance by Licensee:** Provided Licensee has paid License Fee and performed its obligations under this agreement, Licensor agrees that Licensee shall have access to the Premises and Utilities 24 hours a day, seven days a week, subject to Licensor's reasonable security requirements and enjoy the Premises and Utilities without interference.
11. **Indemnity:** Licensor and Licensee indemnify and save harmless each other for loss or damage to person or property caused by their own negligence or those for whom they are responsible and neither party shall be responsible for indirect, special or consequential damages.

Throughout the Term of this Agreement, including any renewals or extensions thereof, the Licensee, at its sole cost and expense, shall take out and keep in full force and affect the following insurance:

Comprehensive general liability insurance, including but not limited to personal injury liability, contractual liability of the Tenant as stated in this Agreement and owners' and contractors' protective insurance coverage with respect to the Licensee's use of the Building and any portions thereof; such coverage shall include the activities and operations conducted by the Licensee's and any other person or persons performing work on behalf of the Licensee or on whose behalf the Licensee is in law responsible. Such policy shall be written with inclusive limits of not less than five million (\$5,000,000) for each occurrence involving bodily injury, death or property damage, or for such higher limits as the Licensor may reasonably require from time to time; and

Any other form of insurance as the Licensor may reasonably require from time to time, throughout the Term of this Agreement or any renewals or extensions thereof, in amounts and for insurance risks against which a prudent Licensee under similar circumstances would insure.

The Licensee shall provide certificates of insurance to the Licensor on or prior to the commencement of the Term of this Agreement. All insurance policies shall contain an undertaking by the Licensee's insurer to notify the Licensor, upon not less than thirty (30) days prior written notice, of any material change, or proposed cancellation or termination of such policy. The insurance described above shall include as an additional insured, the Licensor and the owners of the Building. All property damage and liability insurance shall contain provisions for cross-liability and severability of interests between the Licensor and the Licensee and contain a waiver of any rights of subrogation.

12. **Default and Termination:** Licensor may terminate this agreement if Licensee has failed to cure a breach for which it has received 10 business day's written notice from Licensor, unless the breach is incapable of remedy within such period and Licensee has diligently commenced to cure the default.
13. **Transfer:** Licensor may assign this agreement at any time and shall be relieved of all obligations to Licensee under this agreement, provided Licensor ensures that the assignee receives actual notice of this agreement. Licensee shall not assign this agreement or sublet or license all or part of the Premises (a "transfer") without the prior written approval of Licensor, acting reasonably. Notwithstanding the foregoing, Licensee may affect a transfer to a corporate affiliate, its senior lenders or their collateral agents or a purchaser of a material portion of its business. Licensee shall ensure that Licensor is informed of a transfer and except for a transfer to a purchaser, shall remain liable under this agreement.
14. **Notices:** All notices under this agreement shall be in writing and may be delivered by mail, facsimile or in person to the addresses below and shall be deemed received three business days later if mailed and the next business day following the date of transmission by facsimile or personal delivery.
15. **General:** This is the entire agreement between the parties affecting the subject matter described herein. Any amendments must be in writing and signed by both parties. If any portion of this agreement is found to be invalid by law, such portion shall be severed without affecting the validity of the balance of the agreement. Except for reason of financial liability, delay in performance by either party shall be excused for delay for causes beyond their reasonable control. The party's state to the best of their knowledge that there are no restrictions contained in any other agreement to which they are a party that would prevent either party from entering into this agreement. The provisions of this agreement shall be subject to all applicable regulatory laws and regulations, which will prevail in the event of a conflict. This agreement is binding on the parties and their respective successors and assigns.
16. **Interference:** If the operation of the Equipment or the Distribution system is causing the electronic equipment of the Licensor or Occupants of the Building to function improperly, then the Licensor will immediately notify the Licensee and the Licensee will rectify the situation. If the situation is incapable of being remedied or is not, in fact, remedied within a reasonable period or time (not to exceed ten (10) calendar days), the Licensor may at its option terminate this Agreement or require the Licensee to remove its equipment that is causing the problem.

The Licensor agrees to notify the Licensee if at any time the Licensor to the best of his ability becomes aware of any occurrence or event which results in, or could be expected to result in, interference with the operation of the Trade Fixtures.

17. **Mailing Address for Notices:**  
TELUS Communications Company  
90 Gough Road  
Markham, Ontario  
L3R 5V5

**Attention:** Robert Beatty  
Director, Building Access  
C/O Richard Johnson  
Manager, Building Access

**Facsimile:** 416-496-6767    **Tel:** 416-496-6893

**Mailing Address for Notices:**  
Davpart Inc.  
4576 Yonge Street, Suite 700  
Toronto, Ontario  
M2N 6N4

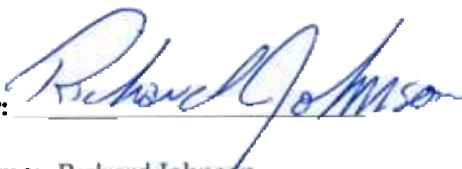
**Attention:** Leasing

**Facsimile:** 416-222-3013    **Tel:** 416-222-3010

IN WITNESS WHEREOF the parties hereto have duly executed this Telecommunications Services Access License Agreement under seal as of the date first above written, effective as of the Commencement Date.

**LICENSEE:**


**TELUS COMMUNICATIONS COMPANY**


**Per:**  **Date:** Feb 6, 2007

**Name:** Richard Johnson  
**Title:** Manager, Building Access  
**I have the authority to bind the Licensee**

**LICENSOR:**

1239079 Ontario Limited

**Per:**  **Date:** 7/3/07

**Name:**   
**Title:** GENERAL MANAGER  
**I have the authority to bind the Licensor**

**SCHEDULE "A"**

**Legal Description**