

**TELECOMMUNICATIONS SERVICE PROVIDER ACCESS
LICENCE AGREEMENT**

NOW THEREFORE in consideration of this AGREEMENT dated this ___ day of _____, 2008 BETWEEN BELL CANADA, (“Licensee”) and ROGERS BROADCASTINGS LIMITED (“Licensor”), THE PARTIES AGREE AS FOLLOWS:

1. **Address where Premises are located:** 180 West 2nd Avenue, Vancouver, BC, (“Building”) As legally described hereunder:

Parcel Identifier: 009-566-716, Lot E, except part in explanatory Plan 11440, Block 11, District Lot 200A, Plan 10116

2. **Premises:** Described in Schedule “A” attached hereto. (sketch of Licensee’s Premises)

3. **Term: (two) 2 years.**

4. **Commencement Date:** June 1st, 2008 or the date installation commences, whichever is sooner.

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5. **Taxes:** Licensee shall pay its own business taxes and, upon receipt of written proof, any increase in realty taxes assessed against Licensor by reason of the installation of the Equipment or its use of the Premises.

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6. **Use of Premises and Utilities:** During the Term, Licensee may install, maintain and supplement Licensee’s equipment, cable, apparatus and ancillary attachments (“Equipment”) for the communication of signals to and from customers located in the Building and as support or back-up for Licensee’s ring technology in the event of an interruption in service, subject to Licensor’s prior approval and upon at least thirty (30) business days advance written notice. Licensee may connect to all necessary utilities, trunk lines, customers’ equipment and Licensor’s electrical grounding system and will have access to required conduits, risers, closets and meter rooms.

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7. **Electricity:** Licensee will pay for its own electrical consumption and ensure that it does not interfere with Licensor’s electricity costs and use. If required by the Licensor, the Licensee, at its sole cost and expense, shall install a separate meter to determine the Licensee’s electricity consumption. The Licensor shall use commercially reasonable efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee’s use.

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8. **At least thirty (30) business days in advance of Commencement Date Licensee Shall:**

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- (a) Submit Equipment **and Improvement** plans to Licensor for approval;
- (b) Obtain all consents, licenses and permits required to install and operate the Equipment **and Improvements**;
- (c) Conduct all tests required to satisfy itself that the Premises are suitable for its intended purpose; and
- (d) Licensee, at its own expense, shall take out and maintain in force while this Agreement is in effect and after termination of Agreement, comprehensive general liability insurance in a minimum amount of Five Million Dollars (\$5,000,000) per occurrence for injury, death or property damage arising out of the Licensee’s operations pursuant to this Agreement, which insurance shall contain cross liability and severability of interest clauses and which insurance policy shall name Licensor as an additional insured.

10. Installation and Maintenance of Equipment and Improvements:

- (a) Licensee shall forthwith and immediately repair any damage to the Building caused by its installation, maintenance or removal of Equipment and Improvements and compensate Licensor for any costs incurred as a result of such damage.
- (b) Licensee shall remove all Equipment and Improvements at the end of the Term in consultation with Licensor and upon Licensor's prior written approval.
- (c) The Equipment and Improvements shall be installed, operated, maintained and supplemented in a good and workman like manner in accordance with sound engineering industry practices in consultation with Licensor and upon Licensor's prior written approval.
- (d) Licensee shall ensure that no liens are registered against the Building as a result of its work and will indemnify Licensor in connection herewith.
- (e) Licensee will comply and will ensure that its sub-contractors, agents and employees comply with all health and safety and environmental legislation and will indemnify Licensor for a breach thereof.
- (f) Licensee will ensure that its Equipment and Improvements do, not interfere with the signals or equipment of service providers granted prior access by Licensor.

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11. Performance by Licensee: Provided Licensee has performed its obligations under this Licence, Licensor agrees that Licensee shall have non-exclusive access to the Premises and Utilities subject to Licensor's reasonable security requirements upon prior written approval of Licensor

12. Indemnity: Licensee shall indemnify and save harmless Licensor for loss or damage to person or property caused by its own negligence or those for whom they are responsible Licensee shall indemnify Licensor against any environmental contamination caused by Licensee or Licensee's equipment. Each of the parties hereto agrees to indemnify the others, their parent companies, subsidiaries, affiliates and related companies, including their respective directors, officers, employees, agents, successors, heirs and assigns from and against any and all losses, liabilities, damages, costs or expenses, including, without limitation, reasonable legal fees, which may result from or by reason of any breach of their respective obligations, representations and warranties under this Agreement.

13. Default and Termination:

- (a) Licensor may terminate this agreement if Licensee has failed to cure a breach for which it has received 30 days' prior written notice from Licensor.
- (b) In the event the Licensee no longer provides services to customers located in the Building the Licensor may immediately terminate this Agreement and Licensee must remove its Equipment and Improvements from the Building.

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14. Transfer: 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 effect a transfer to a corporate affiliate, or a purchaser of a material portion of its business. Licensee shall ensure that Licensor is informed of a transfer and shall remain liable under this Agreement.

15. 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.

16. **Force Majeure:** Subject to the restrictions contained herein, neither party shall be liable to the other for any loss, damage or default occasioned by civil disorder, acts of God or any other event of force majeure, as hereinafter defined. If any force majeure continues in effect for thirty (30) days or more, the party whose performance is not impaired by the force majeure shall have the right to terminate this Agreement at any time after such thirty (30) day period during the continuance of the force majeure. "Force majeure" shall mean any Act of God; inevitable accident; fire; lockout; strike or other labour dispute; riot or civil commotion; act of public enemy; law, enactment, regulation, rule, order or act of government or governmental instrumentality (whether Federal, Provincial, local, foreign or other); failure of technical facilities; or other cause of similar or different nature beyond the control of any of the parties. Notwithstanding the foregoing, the parties agree that Licensee may not claim that a strike or other labour dispute directly involving Licensee's employees or subcontractors as an event of force majeure. Licensee acknowledges that it will act expeditiously using best efforts to meet its obligations under the Agreement even in the event of a force majeure and understands that any stoppage or interruption of service in providing Licensor access to Licensee's service would significantly disrupt its business operation.
17. **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, such portion shall be severed without affecting the validity of the balance of the Agreement. The parties warrant 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 conflict. This Agreement is binding on the parties and their respective successors and assigns.
18. **CRTC:** The Licensee and the Licensee acknowledge that the access rights of telecommunications providers in multi-tenant buildings is presently subject to a regulatory proceeding initiated by the CRTC. In the event the CRTC issues a ruling or decision in respect of such access rights while this Agreement is in effect, this Agreement shall be amended by the parties in such a manner so as to give effect to such ruling or decision, including, without limitation, the termination of the Agreement if necessary.

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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 above written:

Licensee: **Bell Canada**

Licensor: **Rogers Broadcasting Limited**

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I have the authority to bind the Licensee.

I have the Authority to bind the Licensor.

Mailing Address for Notices:

NEXACOR REALTY MANAGEMENT INC.

10104 - 103rd Avenue, 28th Floor

Edmonton, Alberta T5J 0H8

Fax: (780) 409-6964

Attention: Director, Realty Transactions and
Director, Lease Administration

Mailing Address for Notices:

ROGERS BROADCASTING LIMITED

One Mount Pleasant Road, 2nd Floor

Toronto, Ontario M4Y 2Y5

Fax: (416) _____ Tel: (416) _____

Attention: Real Estate Departmenteb

With a copy to: Bell Canada,

21st Flr, 111-5th Ave. SW, Calgary, AB T2P 3Y6

Attn: Legal: Access & Right of Way

Fax:(403) 410-4019 Tel: 1-888-333-2811

SCHEDULE A
EQUIPMENT ROOM PLAN