

INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT made as of the 19 day of January, 2007 between BROOKFIELD PROPERTIES CORPORATION as the Licensor and BELL CANADA as the Licensee.

The information is as follows:

Building: The building municipally known as Fifth Avenue Place, 420 - 2nd. Street S.W., in the City of Calgary, and the Province of Alberta.

Floor Area of Deemed Area: Area "A" - PoP deemed as 153 square feet.
Area "B" - PoP deemed as 80 square feet

Commencement Date: the first day of December 2006

License Fee: Area "A" - the annual sum of Five Thousand Three Hundred and Fifty-Five dollars (\$5,355.00) calculated based on the annual rate of Thirty-Five dollars (\$35.00) per square foot of the floor area of the Deemed Area.

Area "B" - the annual sum of Two Thousand Eight Hundred dollars (\$2,800.00) calculated based on the annual rate of Thirty-Five dollars (\$35.00) per square foot of the floor area of the Deemed Area.

The exact measurement of the Deemed Areas may be verified by an architect or surveyor employed by the Licensor for that purpose and upon verification, an adjustment of the License Fee and the floor area will be made at the next anniversary of the Commencement Date.

Hydro Rates: Area "A" - \$ 600.00 plus GST paid annually in advance. *See Clause 6, "Electrical Utilities".
Area "B" - \$ 600.00 plus GST paid annually in advance. *See Clause 6, "Electrical Utilities"

Notices: Licensor
Brookfield Properties Management Corporation
Suite 1700, 335 - 8th. Ave. SW
Calgary, AB T2P 1 C9
Attention: Legal Department
Fax:

With a copy to:
Brookfield Properties
Suite 800, 335 - 8th. Ave. SW
Calgary, AB T2P 1C9
Attention: Mgr. Technical Services
Ph:
Fax:

Licensee
Nexacor Realty Management Inc.
87 Ontario Street, 2nd. Floor
Montreal, Quebec H2X 1 Y8
Attention: Lease Administration
Fax:

With a copy to:
BELL CANADA
Suite 2100, 111 - 5th. Avenue SW
Calgary, Alberta T2P 3Y6
Attention: Senior Legal Counsel
Fax:

Prime Rate Reference Bank: The Toronto Dominion Bank.

Renewal Term: Three (3) periods of Five (5) years each

Term: The period starting on the Commencement Date, and ending on the 30 Day of November 2011

To view the entire document, refer to [Master Brookfield Agreement](#)

Brookfield Properties

Brookfield Properties Corporation
Canadian Commercial Operations
BCE Place, 181 Bay Street
Suite 330, P.O. Box 770
Toronto, ON M5J 2T3

Tel
Fax
www.brookfieldproperties.com

June 22, 2006

Regional Manager - Building Access

Bell Canada
Room 701
78 O'Connor Street
Ottawa, ON K1P 5M7

Dear

Re: Proposal to enter into Telecommunication Agreements for Point of Presence Rooms (POP & POP's) and Main Telephone Rooms (MTR or MTR's) between Group Telecom, Bell West and Bell Canada (collectively, the "Licensee") and Brookfield Properties (Licensor)

We are prepared to amend all existing License Agreements and enter into new License Agreements for the properties listed on Schedules "A" and "B", herein attached based on the below noted terms and conditions.

1. License Fees

The License Fees (Fees) shall be calculated based on the square footage of the POP's and MTR's currently occupied multiplied by the established per square foot gross rental rates for each property.

Refer to the attached Schedule "A" and "B" for further details on the proposed gross rental rates and applicable square footage of each POP and MTR. The Fees will be paid annually in advance, along with other applicable fees.

2. Renewal Option

The Licensee shall have three (3) five (5) year renewal option periods. Provided that the Licensee is not in default of any of its obligations under this Agreement, this Agreement will automatically be renewed for the Renewal Term(s) unless either the Licensor or the Licensee gives the other party at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of that party's intention not to renew.

Each Renewal Term will be governed by the same terms and conditions set out herein except for the License Fee, which will increase at the start of each Renewal Term by a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date or the start of the previous Renewal Term (if any) as the case may be, to the start of the applicable Renewal Term.

3. Commencement Dates

The commencement date for all MTR's shall be June 1, 2006. The commencement date for all POP's shall be the 151 day following when the Fees for the existing License Agreements have been paid up to.

4. Square Footage of POP's and MTR's

The square footages of the POP listed on the attached Schedule "A" and "B" are subject to adjustment based on actual measurements. The Licensee and Licensor agree that the square footages of the MTR's are subject to deduction based on the area occupied (Deemed Area) by the Licensee. No deductions will be applicable for any POP rooms. The parties agree that the deemed area of all MTR's & POP's occupied by Licensee is not less than 50 square feet.

The Licensee agrees to measure all POP's and MTR's and to provide the Licensor with drawings that detail all measurements and any deductions to derive the Deemed Area for the MTR's.

5. Riser Management

If the Licensor elects to retain a Riser Manager, the Licensee will, to the extent directed by the Licensor (i) recognize the Riser Manager as the duly authorized representative of the Licensor, and (ii) abide by all reasonable policies, directions and decisions of the Riser Manager pertaining to matters such as the use of Communication Spaces and other areas within the Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns.

Despite the foregoing or anything else contained herein to the contrary, the Licensee will not be responsible for any Riser Manager costs, however if the Licensor employs a third party to install In-Building Wire on behalf of the Licensee, the Licensee will be responsible for the actual costs plus fifteen (15%) related to such In-Building Wiring requested by the Licensee.

7. Consolidation

The Licensee shall have the sole option to terminate any existing License Agreement, as denoted on Schedule "A" as a result of consolidating space within these properties. The Licensee must provide a minimum ninety (90) days prior written notice and must provide vacant possession and make good the space within the earlier of the next anniversary date of the License Agreement or within 90 days. Any prepaid Fees will not be re-imbursed to the Licensee as a result of this termination provision.

8. Recoverable Costs

The Licensee agrees to pay the following additional or recoverable costs as follows:

- (a) architectural, mechanical and electrical consulting fees to provide or review architectural, electrical and heating, ventilating and air-conditioning design for construction of additional main terminal room or point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of the Licensee's Equipment;
- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Licensee's requirements;
- (c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for the Licensee's Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;
- (d) the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of the Licensee;
- (e) construction for additional space or reconstruction or modification of existing space to accommodate the Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of the Licensee including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;
- (f) any other reasonable costs of facilitating the initial set up of the Licensee's operations within the Building; and
- (g) reviewing plans, specifications and working drawings and monitoring performance of work, as contemplated by Section 7(a). In the event the Licensor is able to rely only on its base building personnel for the review of the Plans and Specifications and monitoring as set out Section 7(a), then the Licensee shall be responsible for the Licensor's administrative charge of three hundred fifty dollars (\$350.00) plus Goods and Services Tax.

9. Electric Utilities

The Licensor may estimate, acting reasonably the amount of electricity consumed by the Licensee which amount plus an administration fee of fifteen percent (15%) of the amount shall be paid by the Licensee within thirty (30) days upon receipt of invoice. Alternatively, either party may install a meter at its own cost and in that case the Licensee will pay for electricity consumption based on the meter reading plus an administration fee of fifteen percent (15%).

This proposal is open for acceptance until 12:00 noon on Friday, June 30, 2006.
Should the Licensee not sign and return a copy of this proposal by such date and time, then this proposal shall be null and void and no longer in force or effect.

Please sign in the space provided as acceptance of this proposal and return to my attention by the date and time stipulated above. Both parties agree to work together to finalize the template agreement within thirty (30) days or sooner upon acceptance of this proposal.

The parties agree and understand that the attached Schedules "A" & "B" are subject to change to incorporate the actual area measurements, commencement dates for each agreement and the actual properties that Group Telecom and Bell West are located.

Sincerely,

Brookfield Properties Management Corporation

Vice President, Operations and Technical Services

Accepted By:

Per:

Date: