

TELECOMMUNICATIONS LEASE AGREEMENT

THIS LEASE dated for reference this 2nd day of August, 2007

Between:

TA PROPERTIES (CANADA) LTD.
1788 – 1111 West Georgia Street, Vancouver, BC V6E 4M3
("Landlord")

and

BELL CANADA
2100 – 111 – 5th Avenue SW, Calgary, Alberta T2P 3Y6
("The Tenant")

WHEREAS:

The Landlord is the registered owner of land ("Lands") and buildings ("Buildings") situated in the City of Vancouver, in the Province of British Columbia, located at the legal address of 1111 West Georgia Street, Vancouver, B.C. V6E 4M3

And:

The Tenant wishes to lease from the Landlord an area for a Point of Presence (POP) room in a portion of the Building on Parking Level 1, as outlined on Schedule "B", attached hereto (the "Premises"), for exclusive use by the Tenant for operation of the Tenant's telecommunications services in the Building;

WITNESSES, that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. TERM

- .1 The term ("Term") shall be for five (5) years commencing on October 15, 2006 and terminating on October 14, 2011.

2. RENT

- .1 The Tenant shall pay to the Landlord an annual gross rent ("Gross Rent") of THREE THOUSAND SIX HUNDRED Dollars (\$3,600.00) per annum plus all applicable government taxes, annually in advance. All rental fees are payable to TA Management Limited.

All fees will be payable to Earth Tech Canada Inc. in accordance with section 13 hereof for the following approval, supervision and co-ordination of the work during the initial install and all future installs or modifications:

- Installation of new riser conduits and cables
- Installation of new cables in existing riser conduits

- .2 The Tenant shall also be responsible for the installation of a metered panel to feed all communication equipment and for the proven cost of the Tenant's electrical consumption payable as invoiced by the Landlord.
- .3 Late payments will be subject to a One Percent (1%) surcharge for each period of one month or less.

3. TENANT'S WORK

- .1 The Tenant accepts the leased Premises in an "as is" condition.
- .2 The Tenant shall comply with all Guidelines, Communication Riser Rules and Regulations as provided for in Schedule "A" attached hereto
- .3 Provided the Tenant has paid Rent and performed all obligations, under this agreement, and subject to the Landlord's sole and absolute discretion acting reasonably, the Tenant shall have the Landlord's permission to:
 - (a) under the supervision and approved specifications by the Landlord's consultant, Earth Tech Canada Inc. at the Tenant's expense in accordance with section 13 hereof, install communications lines and such equipment, apparatus, fixtures and attachments within the Premises ("Equipment") as may be necessary for its operations;
 - (b) without interruption to the business of the occupants in the Building perform all necessary excavation, drilling, cutting, digging or other undertakings required to install communications lines through the Lands and into the Building, including all filling, patching, paving and other undertakings as required to bury the communication lines and to return the Lands and the Building to the state and form in which they existed prior to the installation;
 - (c) access portions of the Building, including existing riser cables, main telecommunications room, raceways and entrance link as may be necessary to enable the Tenant to install, use and maintain Equipment, interior or exterior grounding, electric power and telecommunications lines, in order for the Tenant to provide telecommunications services;
 - (d) provide telecommunications services to other tenants of the Building;
 - (e) connect the Equipment to other tenants of the Building, subject to the Landlord's prior approval as to location of installations, such approval not to be unreasonably withheld;
 - (f) access the Premises and the Building during normal business hours, subject to security procedures as required by the Landlord. The Tenant may access the Premises outside normal business hours in emergency situations or for repair to the Equipment, providing the Tenant follows security procedures as determined by the Landlord. The 24-hour emergency contact is the chief building engineer at 604-683-1628.
 - (g) install all communication cable only re-using the existing cable routing and support cable tray system to the core, risers and closets in the building. If new risers or core drilling is required, the Tenant shall obtain prior approval from the Landlord in writing with such approval not to be unreasonably withheld;

- (h) install any cables in the ceiling air plenums that shall meet fire and smoke criteria for "Category 5 FEP" type, that meet local building code, UL 1666 and NFPA 262 standards for limited combustion. Where cables are installed in risers, fire proofing shall be maintained at each floor penetration;
- (i) submit detailed plans of the contemplated improvements and obtain approval of these plans from the Landlord, such approval not to be unreasonably withheld;
- (j) provide any new or modified routing and riser plans, that will consistently identify on the plans all new and existing cables, by type and size, by number, by core, by floor, by zone or by client room number;
- (k) properly tag, number and uniquely identify at regular intervals and in each typical floor telecommunication closet and in the client space, as being the Tenant's service;
- (l) provide a cable log that shall show the company name, all cables in the approved labeling format, the date and the signature of the person responsible for the installation;
- (m) locate as-built routing and riser plans and signed cable log, meeting the above labeling criteria, in the Premises that are accessible to the Landlord. Alternately, provide any update copy of such drawings and log to the Landlord.

4. TRADE FIXTURES

- .1 All equipment, as well as any air conditioning units, microwave dishes, communications lines, fiber optic cable, copper wire and the Tenant's conduit system provided by the Tenant in the Building, are hereinafter referred to as "Trade Fixtures".
- .2 Trade Fixtures will be for the exclusive use of the Tenant and its customers and will remain the property of the Tenant and must be removed by the Tenant at the end of the Term.
- .3 All installations in the Building outside the Premises, excluding cables that enter the Building through the entrance link and Trade Fixtures, become property of the Landlord at the end of the Term. However, the Landlord shall have the option to have the Tenant remove any, or all, conduit or cable as directed by the Landlord. The Tenant shall also provide an update of the plans and the log to the Landlord of such removal work.

5. DEFAULT

- .1 In the event that the Tenant fails to perform its obligations as set out in this Lease, the Landlord shall provide written notice. The Tenant shall have 30 days from receipt of said notice to remedy its breach.
- .2 Failing remedy by the Tenant as provided above, the Landlord, at its option and without prejudice to any other remedy available to the Landlord herein, may terminate the obligations of the Landlord herein, by giving Thirty (30) days written notice of termination.
- .3 Upon said termination the Tenant will remove all Trade Fixtures, repairing any damage effected by whatever cause, to the reasonable satisfaction of the Landlord.

6. LIABILITY & INSURANCE

- .1 Save for the negligence of the Landlord, the Tenant will hold the Landlord, its employees, agents and contractors, harmless in respect of any loss, cost (including, without limitation, lawyers' fees and disbursements on a solicitor and own client basis), expense or damage suffered by the Landlord arising from any breach by the Tenant of any of its covenants and obligations under this Lease.
- .2 Under no circumstances will either party hereto be liable to the other or any third party or indemnify the other party or any third party for any indirect, special, consequential, incidental, economic or punitive damages, including, without limitation, loss of income or loss of profit;
- .3 The Tenant shall carry not less than \$5,000,000 liability insurance and shall provide evidence of such insurance to Landlord upon execution of this agreement.

7. SALE, CONVEYANCE AND ASSIGNMENT

- .1 Nothing in this Lease shall restrict the right of the Landlord to sell, convey, assign, pledge or otherwise deal with the Building, subject only to the rights of the Tenant under the Lease.
- .2 The Tenant may assign its rights or obligations in this Lease to any affiliate, provided such affiliate is of equal or greater financial covenant and the Tenant has notified the Landlord in writing.
- .3 The Tenant shall not assign, sublease or part with possession of any of the Premises to any third party without the consent in writing of the Landlord, which consent may not be unreasonably withheld.

8. INTERFERENCE

- .1 If the operation of the Tenants' Equipment is causing the electronic equipment of the Landlord or other tenants of the Building to function improperly, then the Landlord will immediately inform the Tenant of such and the Tenant will promptly rectify the situation.
- .2 The Landlord agrees to notify the Tenant at **Tel** at any time it becomes aware of any occurrence or event (including scheduled power outages) which results in, or could be expected to result in, interference with the operation of the Tenant's Trade Fixtures and shall use its best efforts to notify the Tenant of such occurrence or event in advance, where reasonable.

9. GOVERNMENT REGULATIONS

- .1 This Lease shall comply with and conform to all laws, by-laws and legislative and regulatory requirements of any governmental authority, include but not be limited to the City of Vancouver and the Canadian Radio-Television and Telecommunications Commission, relating to the business conducted on the Premises.
- .2 Should any provision of this Lease be not enforceable or illegal, it or they shall be considered separate and severable from the remaining provisions of this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto.

- .3 Notwithstanding the foregoing, the Tenant shall have the right to terminate this Lease upon written notice to the Landlord that the Tenant is unable to secure, on terms and conditions reasonably satisfactory to the Tenant, 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 Equipment.
- .4 Notwithstanding paragraphs 1 and 2 of this section, should a government decision, law, by-law or regulation, prohibit or curtail the Tenant's commercial viability, the Tenant may terminate this Agreement at any time by providing the Landlord with 180 days prior written notice, and remove all the Tenant's Trade Fixtures at the end of the revised term.

10. ENVIRONMENTAL

- .1 The Tenant shall:
- (a) conduct and maintain its business and operations at the Premises so as to comply in all respects with common law and with all present and future applicable federal, provincial/state, local, municipal, governmental or quasi-governmental laws, by-laws, rules, regulations, licenses, orders, guidelines, directives, permits, decisions or requirements concerning occupational or public health and safety or the environmental and any other, injunction, judgment, declaration, notice or demand issued thereunder, ("Environmental Laws"); and
- (b) not permit or suffer any substance which is hazardous or is prohibited, restricted, regulated or controlled under any Environmental Law to be present at, on, or in the Landlord or Tenant Premises, unless it has received the prior written consent of the Landlord, which consent may not be unreasonably withheld.

11. NOTICE

- .1 Any notice required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission, to the Tenant or the Landlord at the following address:

Landlord:
TA Properties (Canada) Ltd.
Suite 1788 – 1111 West Georgia Street
Vancouver, B.C. V6E 4M3
Fax No.:

The Tenant:
BELL CANADA
c/o NEXACOR REALTY MANAGEMENT INC.
87 Ontario Street West, 2nd floor

Montreal, PQ H2X 1Y8

Fax No.: ()
Attn: Lease Administration

With a copy to:
BELL CANADA
21st floor, 111 – 5th Avenue S.W.
Calgary, Alberta T2P 3Y6
Fax No.:
Attn: Senior Legal Counsel

12. RENEWAL

- .1 The Tenant shall have Two (2) options to renew the Lease for a further term of Five (5) years, subject to and in accordance with the following terms and conditions:
- (a) The option shall be to renew the Lease upon the same terms and conditions as are contained in the Lease, excepting the Gross Rent and excepting any other provisions applicable only to the initial Term. The Gross Rent shall be the fair market rate charged for similar space in similar sized buildings in the vicinity of the Building, however, the Gross Rent for the renewal term shall not be less than the amount payable during the Term of this Lease. Where the parties are unable to agree on the Gross Rent payable during a Renewal Term prior to the expiration of the Term or a Renewal Term, as the case may be, the matter in dispute shall be determined by alternate dispute resolution or by a single arbitrator appointed under provincial arbitration legislation.
 - (b) The option to renew the Lease shall be open for exercise by delivery to the Landlord of a letter of exercise. This option shall be exercised not less than six (6) months nor more than nine (9) months prior to the expiry of the Term and the Tenant shall have paid all the rents payable under the Lease and shall, at the time of exercise, not be in default (of which it has received notice) of any of the covenants and conditions to be observed and performed by the Tenant under the Lease.

13. GENERAL

All proposed work shall be coordinated and approved by Earth Tech Canada Inc. and agreed to by the Tenant. All fees incurred by Earth Tech Canada Inc. and agreed to by the Tenant in connection with this Agreement shall be at the Tenant's expense. The contact person is:

Earth Tech Canada Inc.
6th Floor – 1901 Rosser Avenue
Burnaby, B.C. V5C 6S3
email:

Tel: Fax:

14. ATTACHMENTS

- .1 The Schedules referred to in this Lease and attached hereto are deemed to be incorporated herein and include the following:
- (a) Schedule "A" - Building Rules & Regulations, Communication Wiring
 - (c) Schedule "B" - Plan of Premises
 - (d) Schedule "B-1" - Location of Riser Schematic – to be supplied by the Tenant when work is carried out in the risers.

15. COUNTERPARTS

This Lease may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original, but all of which taken together constitute one and the same instrument. This Lease may be executed by facsimile and

the facsimile execution pages will be binding upon the executing party to the same extent as the original executed pages.

16. ACCEPTANCE

.1 This Lease constitutes the entire agreement between the Landlord and the Tenant and supersedes all prior arrangements and understandings whether written or oral relative to the subject matter thereof.

IN WITNESS WHEREOF:

The Landlord and the Tenant have executed this Lease as of this date.

TA PROPERTIES (CANADA) LTD. ("LANDLORD")

Per: _____

Title: _____

Date: _____

BELL CANADA ("THE TENANT")

Per: _____

Title: _____

Date: _____

SCHEDULE A**BUILDING RULES and REGULATIONS, COMMUNICATION WIRING**

1. The Tenant must comply with all current National and Provincial Building and Fire Codes as well as any other relevant legislation dealing with the installation and operation of communication and data cables.
2. The Tenant shall be responsible for upgrading all installations in the Building to meet all of the current code requirements as outlined in item 1 above.
3. The Tenant must only use FT6 insulated wire in the building. This is cable insulated by 100% Fluorinated Ethylene Propylene (Teflon®). In those instances where the Tenant is unable to use FT6 wire the Tenant will request a variance from the Landlord, who is not obligated to grant it. Such variance will only be valid if provided in writing by the Property Manager for the property or a more senior member of the Landlord's operations team.
4. All access to Building riser rooms and point of access in the main telephone room is to be controlled under Landlord security, which procedures the Tenant shall follow at all times.
5. Existing cable shall be reused wherever possible, providing it and its installation meets items 1, 2 and 3 above. If the cable does not meet these standards, it is the Tenant's responsibility to remove the cable.
6. If any unused cable is encountered during any installation the Tenant shall be responsible for properly removing it unless given permission in writing not to do so by the Property Manager for the property or a more senior member of the Landlord's operations team.
7. If on inspection the Landlord finds any deviation from the standards outlined in this specification or any other specification that it may issue from time to time in addition to this, the Landlord shall notify the Tenant in writing of the default and the Tenant shall have 30 days to rectify such default. If the Tenant should fail to rectify the default within the 30-day period without having obtained prior written permission from the Landlord to exceed this time limit, then the Landlord may undertake the correction of the default at the Tenant's expense.
8. The Tenant shall reimburse the Landlord for any and all expenses related to the contractors' work and occupation of any space in the Building, including but not limited to the cost of correcting Tenant defaults under this specification and the collection costs, including all legal fees for obtaining reimbursement for work done by the Landlord either for or on behalf of the Tenant and for work done to correct Tenant defaults.
9. The Tenant shall leave all communication closets and the main telephone room clear of all equipment and unused material, including any scrap wire and shielding or other debris. The room will be in a clean, broom-swept condition and all garbage and other materials and equipment will be removed from the Building at the end of each day. The condition of the communication closet at the time of entry shall not relieve the Tenant from the obligation of ensuring that it is in a clean and broom-swept condition and free of all garbage, materials and equipment on leaving the area.
10. The Tenant shall ensure that all fire stop is in place after leaving any communication closet. The condition of the fire stop at the time of entry shall not relieve the Tenant from the obligation of ensuring that it is in place on leaving the area.

11. No communication or switching equipment shall be located in the communication closets that is not related solely to the infrastructure wiring. This includes but is not limited, to any Tenant or user equipment that serves only one user in the Building.
12. Communication closets are not to be left open and unattended at any time.
13. The Tenant is to provide as-built drawings of all installations in the building within 30 days of activation of the service or completion of the job, whichever comes first.
14. The Tenant shall notify the Landlord in writing of both the completion date of the project and the activation date of the service.
15. The Tenant shall be responsible for removing all wiring back to the communications closet for any customer it serves in the Building at the time that customer discontinues or ceases to subscribe to the Tenant's service or that portion of the customer's system is no longer used.
16. The Tenant shall complete the Building log on each access to the building, providing full information as required by the log in a clear and legible fashion that is required by the log.
17. No coring or additional conduit or other wiring infrastructure is to be installed without the written approval of the Landlord.
18. All drawings must be submitted to the Landlord for approval and such approval granted in writing prior to commencement of any work.
19. All cables are to be tagged and labeled in every communication closet between the Point of Presence (POP) and The Tenant Patch Panel (TPP). This is to include all cables run anywhere within the Building envelope.
20. All tagging and labeling systems are to be consistent for all Tenant work regardless of when it is done and shall be approved by the Landlord. Should the Tenant change the system the Tenant shall be responsible for updating all old labels, tags, and drawings to confirm with the new system.
21. Should the Landlord institute a standard system of tagging and labeling the Tenant shall be responsible for adopting it and updating all labels, tags and drawings accordingly.
22. And such other rules and regulations as the Landlord shall make from time to time.
23. All work to be carried out by Landlord's approved contractors
24. All proposed communication work in the Building to be reviewed, within 5 business days, approved and necessary drawings issued by Earth Tech Canada Inc. prior to commencement.
25. No existing riser conduits may be used without authorization from the Landlord, such authorization not to be unreasonably withheld or delayed.
26. All riser cables to be installed in a dedicated space as assigned by Stantec Consulting Ltd. such installation to be installed using industry standard and/or normal practices.
27. All unused cabling installed by the Tenant to be removed to comply to code.