

THIS AGREEMENT is made as of May 2003

BETWEEN:

OXFORD PROPERTIES CANADA LIMITED;
OXFORD PROPERTIES GROUP INC.;
RT EIGHTH PENSION PROPERTIES LIMITED;
RT TENTH PENSION PROPERTIES LIMITED; and
NLI PROPERTIES CANADA INC.

(Collectively, the "Landlord")

-and-

BELL CANADA (the "Tenant")

BACKGROUND TO THIS LICENSE CONFIRMING AND AMENDING AGREEMENT

1. By a license dated July 7, 1997 between the Landlord and the Tenant (the "License") in respect of certain space located at 130 Adelaide Street West, Toronto, Ontario, as more particularly described therein (the "Licensed Premises"), the Licensed Premises were licensed to the Tenant on the terms set out in the License.
2. By letter dated March 12 on the letterhead of the Landlord, the Landlord confirmed that the term of the License had been extended until August 31, 2003;
3. The Tenant has requested to extend the License term for three (3) years from September 1, 2003 up to and including August 31, 2006 and the Landlord and the Tenant have agreed upon the rent payable and other terms respecting such extension.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Landlord and the Tenant agree as follows:

1. The License, as it is being amended and extended as described above, is referred to in this License Confirming and Amending Agreement as the "License".
2. Pursuant to the Tenant's option to renew under paragraph 10 of the License, the Term of the License has been extended for three (3) years for the period of September 1, 2003 up to and including August 31, 2006 without provision for early termination. The annual rent payable during this extension period shall be on account of minimum rent five thousand dollars (\$5,000) together with any applicable taxes including any Goods and Services tax payable during the term of the License and additional rent, including a proportionate share of Taxes and utilities for the Licensed Premises, as described in the License.
3. Oxford Properties Group Inc. has authority to sign this License Confirming and Amending Agreement on behalf of the registered owners of the Licensed Premises.
4. Except as specifically amended by the terms, covenants and agreements of this License Confirming and Amending Agreement, all covenants, conditions and agreements as reserved and contained in the License are hereby ratified and

confirmed. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this License Confirming and Amending Agreement.

5. The remaining terms and conditions of the License shall remain in full force and effect, unamended.

6. It is an express condition of this License Confirming and Amending Agreement that the provisions of section 50 of the Planning Act, R.S.O. 1990, as amended, be complied with.

7. This License Confirming and Amending Agreement shall endure to and be binding upon the parties and their respective successors and assigns.

The Landlord and the Tenant have executed this Agreement.

OXFORD PROPERTIES CANADA LIMITED;
OXFORD PROPERTIES GROUP
INC.;
RT EIGHTH PENSION PROPERTIES LIMITED; RT TENTH PENSION PROPERTIES LIMITED; and NLI PROPERTIES CANADA
INC.

collectively, by their mutual agent,

OXFORD PROPERTIES GROUP INC.

Per:

Name: Title:

I have authority to bind the Corporation.

BELL CANADA Per:

Name: Douglas C. Black
Title: Regional Manager, Asset Planning

I have authority to bind the Corporation.

: :ODMA \PCDOCS\CC1\418177\3

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OXFORD PROPERTIES GROUP**

INC.;

**RT EIGHTH PENSION PROPERTIES LIMITED; RT TENTH PENSION PROPERTIES LIMITED; and NLI PROPERTIES
CANADA**

INC.

collectively, by their mutual agent, **OXFORD PROPERTIES GROUP**

INC.

Per:

Name:

Title:

I have authority to bind the Corporation.

BELL CANADA Per:

Name: Douglas C: Black'

Title: Regional Manager, Asset Planning

I have authority to bind the Corporation.

ODMA \PCDOCS\CC1\418177\3

LICENCE AGREEMENT
130 ADELAIDE STREET WEST

THIS Licence made as of the 21st day of July, 1997 and effective as of the 1st day of September, 1997.

BETWEEN:

OXFORD PROPERTIES CANADA LIMITED,
OXFORD PROPERTIES GROUP INC.
RT EIGHTH PENSION PROPERTIES LIMITED,
RT TENTH PENSION PROPERTIES LIMITED, AND
NLI PROPERTIES CANADA INC.
(hereinafter called the "Licensor") -and- BELL CANADA
(hereinafter called the "Licensee")

IN CONSIDERATION OF the covenants, terms, conditions and agreements contained herein the Licensor and Licensee covenant and agree as follows:

ARTICLE 1 DEFINITION

1.01 In this Licence:

"Article", "Section", "Schedule" or "Paragraph" means and refers to the specified article, section, schedule or paragraph, as the case may be, of this Licence.

"Building" means the office building situated on the Lands, known municipally as 130 Adelaide Street West, being the building in which the Licensed Area is located.

"Business Taxes" means all taxes, rates, duties, levies, assessments and licence fees that are levied, rated, charged or assessed with respect to any and every business carried on by the Licensee in the Licensed Area, or in exercising the rights granted under Section 4.01.

"Commencement Date" means the date described in paragraph 2.01.

"Customers" means tenants of the Licensor occupying premises in the Building.

"Fee" means the annual fee payable by the Licensee to the Licensor as provided in Article 3.

"G.S.T." means the Goods and Services Tax as levied and assessed under lawful authority by the Federal Government of Canada and the Licensor's G.S.T. Registration No. is 104035027.

"HUB Facility" means a facility intended to provide Telecommunication from equipment in two or more locations to a Trunk Line and from a Trunk Line to equipment in two or more locations.

"Lands" means those lands owned by the Licensor as described in Schedule "A".

"Licence" means this licence and all instruments supplemental hereto or in amendment or confirmation hereof.

"Licensed Area" means that portion of the Building, the location, dimensions and/or area of which are as shown on the Plan.

"Market Rent" see Rider attached

"Plan" means the plan attached as Schedule "C".

"Telecommunication Equipment" means the Telecommunication Equipment, apparatus, fixtures and ancillary attachments for the Telecommunication of Signals from the sources in a single building to a HUB Facility or Trunk Line and from a HUB Facility or Trunk Line to those sources.

"Signals" means signs, signals, writing, images, sounds or intelligence of any nature including, without limitation, telephone, audio and television.

"Telecommunication" means any transmission, emission or reception of Signals by wire, visual, fibre optic or other system, excluding (except in the case of emergency, and then only with prior consultation with the Licensor and on an interim, temporary basis until such emergency no longer exists) microwave and radio.

"Term" means the initial term and period of time described in Section 2.01.

"Trunk Line" means the wires and cables of whatever kind including, without limitation, fibre optic cables.

"Uses" means the use of the Licensed Area and other parts of the Building for the purposes permitted pursuant to Article 4.

ARTICLE 2 GRANT OF LICENCE

2.01 Licence and Term

The Licensor hereby licences to the Licensee the Licensed Area during the Term of three (3) years (the "Term") commencing on September 1, 1997 (the "Commencement Date").

2.02 Options to Renew

Provided the Licensee is not in default at the time of renewal and has not been in repeated or material default of which the Licensee has been given notice, and with the intent that, subject to the foregoing, the Licensee shall have the option to renew this Licence for two (2) consecutive three (3) year periods, the Licensor will, upon the request in writing by the Licensee given at least six (6) months prior to the expiration of the Term or the first renewal period (as the case may be), grant to the Licensee a renewal licence subject to the same terms and conditions as are set forth in this Licence, except that:

- (a) the renewal licence for the second renewal period (if any) from September 1, 2003 to August 31, 2006 shall not contain any provision for further renewal and
- (b) the Fee will be adjusted to \$5,000.00 per annum commencing on the first renewal term, for the first renewal term.
- (c) the Fee for the second renewal term shall be the Market Rent as hereinafter defined for the Licensed Area.

ARTICLE 3 LICENCE FEE

3.01 Fee

The Licensee shall pay to the Licensor an annual fee of \$4,000.00 (plus GST) (the "Fee") on the Commencement Date and thereafter on the first day of each year of the Term.

As provided in section 2.02 (b) above, the Fee payable on the commencement date of the renewal term and each year thereafter shall be \$5,000.00 (plus GST); during the first Renewal Term. During the Second Renewal Term the annual fee shall be the Market Rent as hereinafter defined.

ARTICLE 4 USE OF LICENSED AREA

4.01 The Licensor grants permission to the Licensee and the Licensee shall have, during the Term and any renewal thereof, a right in the nature of a non-exclusive licence, as approved in advance by the Licensor as required in this Licensee Agreement and subject as hereinafter provided:

- (a) to install and maintain Telecommunication Equipment in the Licensed Area. which Licensed Area shall be for the exclusive use of the Licensee.
- (b) to cause to be made at its own expense all improvements reasonably required for the use of the "Telecommunication Equipment to and from Customers and such improvements may include, but shall not be limited to:
 - (i) heating, air conditioning, walls, ventilation and electrical wiring in conduits and lines for Telecommunication in conduit; and
 - (ii) laying down and constructing conduits for wires and cables of all kinds including, without limitation, fibre optic cables in the Building, provided that Licensee completes this work in such a manner so as not to cause a nuisance or a disturbance to other occupants of the Building.
- (c) subject to the Licensor's security procedures, to have access to the Licensed Area, 24 hours a day 7 days a week as are necessary for the installation, operation and maintenance of Telecommunication Equipment over those portions of the Building which are from time to time designated by the Licensor as being available for common access and egress for occupants of the Building such as driveways, walkways, hallways and exits and entrances. Access keys and combinations shall be provided by the Licensor to the Licensee at the Licensee's expense if and when the same are necessary and the Licensee shall return them to the Licensor at the end of the Term or any renewal thereof;
- (d) to use the Licensed Area including the Telecommunication Equipment, only for the purpose of Telecommunication of Signals.
- (e) if and so long as the Licensee, its successors, assigns or subsidiaries, lease premises in the Building during the Term or any renewal thereof for the purpose of Telecommunication, to connect to the Telecommunication Equipment by means of wires and cables including, without limitation, fibre optic cables to Licensee premises and Telecommunication Equipment; and

(f) to protect against damage the Telecommunication Equipment and other improvements permitted under this Section 4.01 in such manner as the Licensor may reasonably require;

all at the sole cost and expense of the Licensee; but not to install or operate any personal communication system (including without limitation, a public cordless telephone network).

The location and installation of Telecommunication Equipment and other improvements shall be subject to such conditions and covenants as the Licensor requires as outlined in Article 5.

The Licensee acknowledges that this Licensee Agreement does not grant the Licensee exclusive right to offer Telecommunications in the Building.

4.02 Restoration

At the end of the Term or any renewal thereof the Licensee will promptly and to the extent *requested by the Licensor restore the Building to its condition prior to the installation of the Telecommunication Equipment and other improvements made under Section 4.01 and will remove the Telecommunication Equipment (including, without limitation, conduits, wires and cables installed by the Licensee) from the Building within thirty (30) days, all at Licensee's sole cost. *reasonably

ARTICLE 5 INSTALLATIONS, REPAIRS AND MAINTENANCE

5.01 Approval of Installation

Prior to the commencement of the installation or construction of the Telecommunication Equipment on, at, or in the Building, the Licensee shall first obtain the written approval of the Licensor of the plans, specifications, working drawings, blueprints, schedules and similar renderings for the construction and installation of the Telecommunication Equipment at, or in the Building and the interconnection of the Telecommunication Equipment with the electrical, structural, communication and mechanical systems of the Building (the "Plans") as provided herein.

5.02 Review of Plans

Upon the execution of this Licence and from time to time, the Licensee shall submit the Plans to the Licensor for its approval and such approval may* be unreasonably withheld. However, the Licensor's review of the Plans will be within a reasonable period after receipt of same from the Licensee. The Plans shall show, in detail satisfactory to the Licensor, the design, colour, construction and installation of the Telecommunication Equipment in the Building and the interconnection of the Telecommunication Equipment with the electrical, structural, communication and mechanical systems of the Building. The Licensor require changes and revisions in and to the Plans and the Licensee shall promptly and with the due diligence give effect to any such changes or revisions. The Licensee shall be responsible for and shall reimburse the Licensor for all reasonable costs associated with or arising from review of the Plans as provided herein.

* not

** may reasonably

5.03 Construction and Installation

When the Licensor has given its written approval of the Plans, the Licensee shall, at its sole risk, cost and expense commence and diligently proceed with and complete the installation, construction and interconnection of the Telecommunication Equipment in strict accordance with the Plans as approved, and to the satisfaction of the Licensor including all work or construction which is necessary for the proper installation, construction and interconnection of the Telecommunication Equipment for the use expressed herein. All construction alteration, maintenance, repair, replacement, installation and removal of the Telecommunication Equipment shall be carried out in a good workerlike manner, shall comply with all applicable laws, regulations, by-laws, orders, rules and ordinances of any competent authority, shall be subject to supervision by the Licensor and shall be performed only by person* approved by the Licensor. The Licensee shall, at the request and direction of the Licensor, restore the Building to its former condition if any such work or construction has not been approved by the Licensor as required by Section 5.02 herein. * reasonably

5.04 Repairs and Maintenance

The Licensee covenants and agrees that it shall, at its own expense, keep the Licensed Area and the Telecommunication Equipment in a safe and properly maintained condition. The Licensor may have them repaired provided it gives the Licensee ten (10) days written notice of its intention to effect such repairs. In order to preserve or protect life or property or other emergency situations, the Licensor may immediately repair the Licensed Area and the Telecommunication Equipment. All costs and expenses incurred by the Licensor for such repairs shall be for the account of the Licensee and shall be payable by the Licensee thirty (30) days from receipt of an invoice for the same from the Licensor.

5.05 No Interference with the Licensor and Building Tenants

The Licensee, its employees, agents, invitees and contractors shall co-ordinate all construction, installation, maintenance, alteration replacement or removal of the Telecommunication Equipment (the "Work") at, on or near the Building with the similar activities of the Licensor or others, as may be necessary and as directed by the Licensor. All Work shall be performed in a manner such that it shall not interfere or conflict with any activity of the Licensor or of any tenant or other licensee of the Building. The Licensee, its employees, agents, invitees and contractors shall not endanger any other work or facility at or near the Building or forming part of the Building by altering, cutting, digging or otherwise. The cost of repairing or replacing any altered or endangered work or facility caused by the Licensee, its employees, agents, invitees and contractors shall be borne by the Licensee.

5.06 Liens

The Licensee shall promptly pay all charges incurred by or on behalf of the Licensee for any work, materials or services furnished or supplied to the Licensee, its agents, employees and contractors in respect of the Work or the purchase, installation, construction, repair, maintenance, operation, interconnection, alteration, replacement and removal of the Telecommunication Equipment or the Building as the case may be. If any lien is filed or registered against the Lands or the Building or any part thereof as a result of any work done or materials furnished or supplied for the account of the Licensee, its employees, agents and contractors whether used or specifically prepared in view of being used in respect of the Building or any part thereof or otherwise, the Licensee shall promptly cause any such lien to be discharged forthwith or commence legal proceedings to have the said lien vacated or cancelled and, if the Licensee fails to do so, then, in addition to any other right or remedy the Licensor may have, the Licensor may, but shall not be obligated to, discharge the lien and shall then charge the Licensee with the cost of discharging the lien plus administration fee equal to fifteen percent (15%) of the cost of discharging the lien provided that the licensor first gives the Licensee five (5) days written notice of its intention to discharge the lien.

5.07 .Damage to Site and Building

...

The Licensee shall, at its sole cost and expense, have all damage howsoever caused to the Building by the Telecommunication Equipment or the work repaired forthwith.

ARTICLE 6 LICENSEE'S COVENANTS

6.01 The Licensee covenants and agrees with the Licensor that throughout the Term and any renewals thereof:

(a) Fee

The Licensee will pay the Fee.

(b) Taxes

The Licensee will pay Realty Taxes, Business Taxes and G.S.T. and any taxes imposed upon the Licensor by reason of the Licensee's use of the Licensed Area or the exercise of its rights hereunder. The Licensee acknowledges that as of January 1, 1998 Business Taxes (which are presently paid by the Licensee directly to the taxing authority) may be included as part of Realty Taxes, and the Licensor shall have the right to allocate a portion of such Realty Tax bill to the Licensee based on the then current established principles of assessment used by the relevant authorities, all as determined by the Licensor, acting reasonably.

(c) Construction

All construction and maintenance of Telecommunication Equipment will be carried out by the Licensee at its own expense and upon termination of this Licence the Licensee shall be entitled to and shall remove same at its own expense and return the Licensed Area to its condition before the commencement of this Licence.

(d) Electricity

The Licensee shall be responsible for the payment of its own electrical consumption based on the Licensee's connected load as reasonably estimated by the Licensor and in this connection the Licensee shall install a meter or meters at its own expense to record its power consumption when requested by the Licensor to do so if the Licensor, acting reasonably, determines that the Licensee's electrical consumption is sufficient to warrant the installation of such meter or meters.

(e) Indemnity

The Licensee shall indemnify and save harmless the Licensor against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of:

(i) any breach, violation or non-performance of the terms, covenants and obligations on the part of the Licensee set out in this Licence;

(ii) any damage to the Licensed Area occasioned by the use of the Licensed Area, the exercise by the Licensee of the rights granted to it by the Licensor or any*acts or omissions by the Licensee, its servants, agents, employees or contractors, or those for whom it is in law responsible, or by the failure of any or all of Telecommunication Equipment; or
*negligent

(iii) any injury to or death of any person resulting from the use of the Licensed Area, the exercise by the Licensee of the rights granted to it by the Licensor or any* acts or omissions by the Licensee, its servants, agents, employees or contractors, or those for whom in law it is responsible.
*negligent

(f) Release

The Licensee does hereby release the Licensor, its servants, agents, employees, contractors and those for whom it is in law responsible (hereinafter collectively the "Releasees"), from all actions, suits, damages, costs and liabilities for:

(a) any damage to the Licensed Area or Telecommunication Equipment; (b) any injury to, or death of any person; and

(c) damage to any person's property or loss of use of such property,

arising out of any act or omission by any Releasee in respect of the Licensed Area or Telecommunication Equipment. This release extends to negligent or grossly negligent acts or omissions, but not to wilful or reckless acts or omissions of any Releasee.

(g) Insurance

(i) (A) The Licensee shall at all times during the Term and any renewals thereof maintain an insurance policy covering all of its undertaking and in particular, public liability and property damage insurance coverage in an amount not less than Five Million Dollars (\$5,000,000.00), for each occurrence involving bodily injury, death or property damage, personal injury liability, products liability, contractual liability, contingent liability, and non-owned automobile liability, such policy to be written on a comprehensive basis. Upon request, the Licensee shall provide a certificate that such insurance is in force. With a deductible of the first \$1 million (US) in coverage.

(B) The Licensee's insurance coverage shall include all risks direct damage insurance, covering the Telecommunication Equipment and all of the Licensee's chattels in an amount equal to the full replacement value thereof., with a deductible of the first \$1 million (US) in coverage.

(ii) Each insurance policy referred to herein shall add the Licensor and any mortgagee of the Licensor as additional insureds, as their respective interests may appear and shall contain as appropriate:

(A) a severability of interests and a cross liability clause;

The Licensee shall provide certificates of insurance to the Licensor, on or prior to the commencement of the Term. All insurance policies shall contain an undertaking by the Licensee's insurer to notify the Licensor upon not less than thirty (30) day's prior written notice of any material change to the prejudice of the Licensor in terms, cancellation or termination.

(h) Occupational Health and Safety

The Licensee represents and warrants that, it will comply with the provisions of the Ontario Health and Safety Act., if applicable.

The Licensee acknowledges that it is responsible as employer for the health and safety of all its employees and workers, as well as for the continuing safe conditions in the Licensed Area, in the Building and on the Lands to the extent it has access thereto for the purposes of installing and maintaining the Telecommunication Equipment. The Licensee shall comply with and shall require all of its employees and workers to comply with the provisions of all applicable laws, statutes, rules, regulations, notices and orders including but

not limited to all federal, provincial and local laws, statutes, rules, regulations, notices, orders ..-' and amendments respecting occupational health and safety, the environment, worker's compensation and the safe condition of the Licensed Area and the Lands.

All materials and supplies used by the Licensee's personnel in the Licensed Area and on the Lands shall be used, handled, stored, otherwise dealt with and properly labeled in accordance with the Workplace Hazardous Materials Information System (WHMIS).

6.02 Governmental Authority

The Licensee agrees *to* observe and comply with all laws, statutes, regulations, by-laws, codes and requirements of all municipal and governmental authorities having jurisdiction over the Lands, applicable to the installation, use, repair, replacement and removal of Telecommunication Equipment and the provision of Telecommunication, and rules, regulations and requirements as may be prescribed from time *to* time by the Licensor, acting reasonably.

ARTICLE 7 TERMINATION OF LICENCE

7.01 Interference with Signals

If operations of any nature or kind whatsoever, including any third party's Telecommunication operations or Telecommunication Equipment, interferes in any manner with the signals transmitted or received by Telecommunication Equipment or should the construction or operation of Telecommunication Equipment, in the opinion of the Licensee, be or become commercially impractical, or impossible, by reason of government decision, law, by-law or regulation, the Licensee may terminate this Licence by giving thirty (30) days' written notice to the Licensor. In the event of such termination the prepaid Fee and G.S.T. shall be adjusted on a per diem basis *to* the date *of* termination.

Should the operation of the Licensee's Telecommunication Equipment cause any material interference with or disruption to any Telecommunication Equipment or system of the Building or *of* any of its occupants, the Licensee shall immediately upon notification from the Licensor in writing, the Licensor acting reasonably, cause the interference or disruption to cease. Provided however that the Licensee shall not be considered in default unless it has failed to resolve the material interference or disruption within five (5) days after receipt of the said notice from the Licensor.

Should it not be commercially practical *to* cure and further prevent such interference or disruption, then either the Licensor or the Licensee shall have the right *to* terminate this Licence by giving thirty (30) days' written notice to the other party. In the event of such termination the prepaid Fee and G.S.T. shall be adjusted on a per diem basis *to* the date of termination.

7.02 Damage and Destruction

In the event that Telecommunication Equipment is destroyed or damaged in such a manner that it would *not* be possible for the Licensee *to* carry out the Uses, the Licensee may repair or rebuild, or the Licensee may terminate this Licence by giving thirty (30) days' written notice to the Licensor. In the event of such termination, the prepaid Fee and G.S. T. shall be adjusted on a per diem basis *to* the date of termination.

ARTICLE 8
DEFAULT

8.01 Default

Provided, and it is expressly agreed, that if and whenever the Fee hereby reserved or any part thereof shall be unpaid for fifteen days (15) following notice in writing of such a default by the Licensor or in the case of the breach or non-performance of any of the covenants or agreements herein contained on the part of the Licensee, where at least fifteen (15) days' notice specifying the nature of such breach has been given by the Licensor to the Licensee and the Licensee has failed to cure such breach, then and in either such case it shall be lawful for the Licensor at any time thereafter to re-enter the Licensed Area or any part thereof in the name of the whole, and the same to have again, repossess and enjoy. Provided, however, that the Licensee shall not be in default if by reason of the nature of the breach it cannot be cured within fifteen (15) days, so long as the Licensee shall have commenced to cure such breach and shall be diligently and continuously pursuing the same with all reasonable effort.

ARTICLE 9
ASSIGNMENT, LICENSING AND FINANCING

9.01 Assignment

The Licensee shall not assign this License or sublicense all or part of the Licensed Area without the written consent of the Licensor being first had and obtained, which consent may not be unreasonably withheld.

9.02 Licensing

Notwithstanding Section 9.01, the Licensee may, without consent, sublicense to third parties the right to use Telecommunication Equipment to and from the Customers, provided that employees of the third parties shall not have access to the Licensed Areas.

9.03 No Registration

The Licensee shall not register on title, this License or short form thereof.

ARTICLE 10
ADDITIONAL PROVISIONS

10.01 Notice

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 Licensee at the following address:

Bell Canada,
c/o Nexacor Realty Management Inc. -Floor 6-
100 University Avenue Toronto, Ontario
M5J 1 V6

and to the Licensor at the following address:

OXFORD PROPERTIES CANADA LIMITED,
OXFORD PROPERTIES GROUP INC.
RT EIGHTH PENSION PROPERTIES LIMITED,
RT TENTH PENSION PROPERTIES LIMITED, AND NLI PROPERTIES CANADA INC.

120 Adelaide Street West Suite 1700
Toronto, Ontario M5H 1 T1

Attention: Richmond Adelaide Complex Property Management Office Telecopy No. (416) 865-9554

Any notice may also be given by prepaid registered mail mailed within the Province in which the Licensed Area is situate and such notice shall be effective on the third day following the date of mailing, except in the event that there shall be a disruption in postal services at the date of mailing, in which case notice shall be effected by personal delivery or a facsimile transmission as stated above. The Licensor and Licensee may change their respective addresses by notice in writing to each other.

10.02 Remedies

In addition to and not in substitution for any other rights or remedies the Licensor may have in law or in equity:

- (a) the Licensor may terminate this License by written notice if the Licensee is in default hereunder or becomes bankrupt or insolvent; and
- (b) the Licensor may remedy any default of the Licensee and the Licensee will pay on demand all costs incurred by the Licensor in so doing.

10.03 Interpretation

.Words importing the singular number shall include the plural and vice versa. Words importing the neuter gender shall include the masculine and feminine genders, and words importing person shall include firms and corporations, and vice versa.

10.04 Entire Agreement

This Licence including the Schedules hereto constitutes the entire agreement of the parties and supersedes all prior agreements and understandings whether written or oral relative to the subject matter hereof. Except as otherwise specifically set forth in this Licence neither party makes any representation or warranty express or implied, statutory or otherwise to the other. This Licence may not be amended or modified except by a written instrument executed by both parties.

10.05 Amendment or Waiver

No provision of this Licence shall be deemed amended or waived by a court of conduct unless such amendment or waiver is in writing signed by all parties and stating specifically that it was intended to modify this Licence.

10.06 Successors and Assigns

This Licence shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns, heirs and personal representatives, subject in the case of the Licensee to the provisions of Article 10. .,

10.07 Governing Law

This Licence shall be governed by the laws of the jurisdiction in which the Licensed Area is situate.

10.08 Invoices to Licensee All invoices from the Licensor to be paid by the Licensee shall be sent to: Bell Canada
c/o Nexacor Realty Management Inc. Floor 6
100 University Avenue
TOFIGmtO, Ontario MSJ IV6

Attention:

Telecopy No.: (416) 349-3658 10.09 Nature of Interest

The rights granted to the Licensee herein are by way of a non-exclusive licence only and shall not under any circumstances whatsoever constitute a right by the Licensee to have obtained or claimed exclusive possession of any part of the Lands or the Building, excepting the Licenced Area, and this Licence shall not constitute nor be interpreted to be either a partnership agreement, employment agreement, lease or joint venture agreement made between the parties.

10.10 Licensor's Rules and Regulations

Licensor's Rules & Regulations attached as Schedule "B" hereto form part of this Agreement and may be amended by Licensor from time to time.

.IN WITNESS WHEREOF the parties hereto have hereunto executed this Licence. ' . "

.,- .

Licensee:

BELL CANADA by its agent
Nexacor Realty Management Inc. By:
Name: Title:

And: CIS
Name: Title:

I am/We are authorized to bind the Corporation

Licensor:

OXFORD PROPERTIES CANADA LIMITED

Per: CIS Name: John W. Smith
Title: Senior Vice President & General Manager Toronto Region

Per: CIS Name:
Title:

OXFORD PROPERTIES GROUP INC.

Per: CIS Name: John W. Smith
Title: Senior Vice President & General Manager Toronto Region

Per: CIS Name:
Title:

RT EIGHTH PENSION PROPERTIES LIMITED
RT TENTH PENSION PROPERTIES LIMITED, AND NLI PROPERTIES CANADA INC.
Each by its Attorney, THE ROYAL TRUST COMPANY

Per: CIS Name: Title:

Per:
Name: Title:

RIDER

"Market Rent" means the minimum rent per annum for premises in the Building that a willing telecommunications supplier renewing a licence agreement would pay and a willing landlord would accept in bona fide arm's length negotiations, without taking into consideration any inducements, or the value of existing leasehold improvements, for a similar term, provided that in no event shall Market Rent be less than the Annual Rent payable during the last year of the ten current term. Any dispute with respect to Market Rent shall be determined in accordance with the Landlord's standard form of licence agreement.

SCHEDULE II A "

LEGAL DESCRIPTION OF LANDS

See Rider #2 for "Legal Description of Lands"

RIDER 2

OFFICE

130 ADELAIDE STREET "EST
TORONTO, ONTARIO

SECTION 1,00 WORDS AND PHRASES

1.01 *Definitions* In the Lease, including this. Exhibit " (a) "Land" means those lands legally described as:

FIRSTLY:

Being composed of Parcel 3240, in the Register for Section "L" Toronto, and more particularly described as follows:

ALL AND SINGULAR that certain parcel or tract of land situate and being in the City of Toronto, in the Municipality of Metropolitan Toronto, namely, Lots 1, 2, 3 and land layed out as a lane all as shown on Plan M.314, filed in the office of Land Titles at Toronto.

SECONDLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Toronto in the Municipality of Metropolitan Toronto and being composed of that part of Town Lot 8 on the north side of Adelaide Street West designated as Parts 22, 23, 38, 39,40,41,42,43,44, 49 and 50 on a plan of survey of record filed In the Land Registry Office for the Land Registry Division of Toronto as number 63R.1677,

THIRDLY:

ALL AND SINGULAR th3t certain parcel or tract of land and premises situate, lying and being in the City of Toronto in the Municipality of Metropolitan Toronto and being composed of those parts of Town Lots 7 and 8 on the south side; or Richmond Street West designated as Parts II. 24, 29, 30, 31, 45, 46 and 48 on a plan of survey of record filed in the Land Registry Office for the Land Registry Division of Toronto as number 63R.1677,

FOURTHLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate. lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto and being composed of those parts of Town Lots 7 and 8 on the south side or
-Richmond Street West designated as Parts 9, 10,25, 26 and 47 on a plan of survey of record filed in the Land Registry Office for the Land Registry Division 0 f Toronto as number 63 R'1677.

TOGETHER with a right of way at all times in common with such owners and occupants of the lands within the area. described In Parts 27, 28 and 33 on said Plan 63R.t677 as arc from time to time en tilled thereto, over, along and upon Parts 29 and 30.

SUBJ ECT to a right or way for all those entitled thereto over Parts 9, 47 and 26 on said Plan 63 R.1677.

AND SUBJECT 10 the right to the owner or owners from time to time of the said lands described as Parts 27.28 and 33 on the ,aid PI3n 63 R.1677 to construct, maintain and use all manner of installations and structures (including footings) In .and under the said lands described FOURTHLY and to construct, m3intaln and use all manner of overhangings (including C3veso, projections or erections) over the said lands described FOURTHLY 3S 3ppurtenant to any building now or hereinafter constructed on the lands described as Parts 27. 28 and 33 or any part thereof AND the right of access to, over and upon the said lands described FOURTHLY by the owner or owners from time to time of such building and their workmen, servants, agents, tenants and occupants for the purposes aforesaid and or repairing and replacing such installations, structures 3rd overhangings from time to time.

AND SUBJECT to the right to the owner or owners from time to time of the lands described as Parts 27,28 and 33 Plan 63R.1677 at all times to enter upon and use the said lands described FOURTHLY. Including the hereinbefore described part thereof subject to right of way, for building and rebuilding operations and for making of repairs and replacements 10 any building now or hereafter erected on the said lands described as Parts 27.28 and 33 Plan 63R.1677 or any part thereof and/or to the said installations and structures which may be erected under or the said overhangings which may be erected over the said lands described FOURTHLY,

The said lands and premises firstly to fourthly described above shall have the benefit of and be subject to the following rights or ways and easements.

TOGETHER with. right or way and easement in common with all others entitled thereto in, over, along and upon that part of Town Lot 8 on the south side of Richmond Street West designated as Part 32 on a plan of surveyor record rued in the Land Registry Office for the Land Registry Division of Toronto as number 63R.1677 and a subsurface right of way and easement in, over, along and upon that part of the said Town Lot 8 designated as Part 28 on said survey plan number 63 R.1677 for the purpose of providing uninterrupted ingress and egress for persons and passenger vehicles, such subsurf3ce right or way and easement being presently situate at the existing first basement level of the building known municip3l1y In the year 1979 as III Richmond Street West In the City of Toronto; such ingress and egress to be maintained and kept in good condition and repair by the owner from time to time or said III Richmond Street West with the costs thereof. P3Y- able quarterly, to be shared on an agreed upon basis by the owners from time to time or the buildings known municipally in the year 1979 as III Richmond Street West, as 101 Richmond Street West and 120 Adelaide Street West and as 130 Adelaide Street West in the City of Toronto, and failing such agreement the matter shall be submitted to arbitration in accordance with The Arbitrations Act of Ontario.

II AND SUBJECT to a right or way and easement in common with all others entitled thereto in, over, along and upon that part or Town Lot 8 on the south side of Richmond Street West designated as Parts 30 and 31 on said survey plan number 63R-1677 for the purpose of providing uninterrupted ingress and egress for persons and passenger vehicles: such ingress and egress to be maintained and kept in good condition and repair by the owner from time to time of the building known municip3l1y in the year 1979 as III Richmond Street West in the City of Toronto and the costs thereof, payable quarterly, to be shared on an agreed upon basis by the owners from time to time of the buildings known municipally in the year 1979

ONE

!," ~ SCHEDULE "B"

Licensors's Rules and Regulations

SCHEDULE "B"

LICENSOR'S RULES AND REGULATIONS

1. SECURITY:

The Licensor may from time to time adopt appropriate systems and procedures for the security or safety of the Building, any persons occupying using or entering the same, or any equipment, finishing or contents thereof, and the Licensee shall comply with the Licensor's reasonable requirements relative thereto.

2. LOCKS:

The Licensor may from time to time install and change locking mechanisms on entrances to the Building, common areas thereof, the Building and the Licensed Area. In these rules "keys" include any device serving the same purpose. The Licensee shall not add to or change existing locking mechanisms on any door in or to the Licensed Area or any part thereof without the Licensor's prior consent.

All entrance doors to the Licensed Area must be kept locked when the Licensed Area is not in use, and except as provided for herein, all locks within the Licensed Area and on the access doors to the Licensed Area will permit access by the Licensor's master key or door code. The Licensee shall not install any locks, bolts or other security devices affecting access to the Licensed Area, or any part thereof, without the Licensor's prior written consent, which may be granted on a conditional basis.

3. RETURN OF KEYS:

At the end of the Term, the Licensee shall promptly return to the Licensor all keys for the Building and Licensed Area which are in possession of the Licensee.

4. REPAIR, MAINTENANCE, ALTERATIONS AND IMPROVEMENTS:

The Licensee shall carry out of the Licensee's repair, maintenance, alterations and improvements in the Licensed Area only in a manner which will not interfere with the rights of other Licensees in the Building or with the operation of the Building by the Licensor.

5. PERSONAL USE OF LICENSED AREA:

The Licensed Area shall not be used for residential lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes.

6. HEAVY ARTICLES:

The Licensee shall not place in or move about the Licensed Area without the Licensor's prior written consent any safe or other heavy article which in the Licensor's reasonable opinion may damage the Building, and the Licensor may designate the location of any heavy articles in the Licensed Area.

7. BICYCLES, ANIMALS:

The Licensee shall not bring any animals or birds into the Building, and shall not permit bicycles or other vehicles inside or on the sidewalks outside the building except in areas designated from time to time by the Licensor for such purposes.

8. FOOD AND BEVERAGES:

Only persons approved from time to time by the Licensor may prepare, solicit orders for, sell, serve or distribute foods or beverages in the Building, or use the elevators, corridors or common areas for any such purpose.

9. REFUSE:

The Licensee shall keep the Licensed Area tidy and free from rubbish and shall place all refuse in proper receptacles provided by the Licensee at its expense in the Licensed Area or in receptacles (if any) provided by the Licensor for the Building, and shall keep sidewalks and driveways outside the Building, and lobbies, corridors, stairwells, ducts, and shafts of the Building, free of all refuse.

10. OBSTRUCTIONS:

(a) The entrance, lobbies, elevators, staircases, parking lot thoroughfares, and other such facilities of the Building shall be used only for access to the Licensed Area; the Licensee shall not obstruct or damage such facilities, or permit them to be obstructed or damaged by its agents, employees, officers, invitees or other under its control.

(b) The Licensee shall not obstruct access to main heater ducts, janitor and electrical closets and other Building Systems.

(c) The Licensor may remove at the Licensee's expense any such obstruction or thing (unauthorized by the Licensor) without notice or obligation to the Licensee.

11. PEST CONTROL:

The Licensee shall, at its expense and at such reasonable intervals as the Licensor requires, exercise such pest control measures as directed by the Licensor using contractors designated by the Licensor, failing which the Licensor shall have the right, at its option, to exercise such pest control measures for the Licensed Area, at the expense of the Licensee,

12. DELIVERY FACILITIES:

The delivery, dispatching, holding, loading and unloading of merchandise, goods, and materials of any kind to the premises or from them shall be done only at those times, by those means, and through those elevators, entrances, walls, and corridors as the Licensor designates from time to time, acting reasonably.

13. RECEIVING, SHIPPING, MOVEMENT OF ARTICLES:

(a) No heavy equipment, safe or other items shall be moved by or for the Licensee except with the prior written consent of the Licensor, which may be arbitrarily withheld. Any such item shall be moved upon the appropriate steel-bearing plates, skids, or platform, subject always to direction by the Licensor, and shall take place at such times and by such persons as the Licensor shall have approved.

(b) No equipment, freight, office materials or supplies, furnishing or bulky matter shall be moved in or out of the Licensed Area or carried on the escalators or elevators of the Project except during such hours as the Licensor shall have approved. Hand trucks and similar appliances shall be equipped with rubber ties, rubber bumpers and other safeguards approved by the Licensor, and shall be used only by prior arrangement with the Licensor.

(c) The Licensee shall receive, ship and take delivery of, and require shippers and other to deliver and take delivery of, equipment, freight, office materials and supplies and furnishings only through the appropriate service and delivery facilities and elevator provided in the Project and subject to such further regulations as the Licensor may from time to time impose. The service elevators in the Project and the Building shall not be used for the movement of any such item without the prior written consent of the Licensor and shall be left in clean condition following use.

14. EQUIPMENT:

The Licensee shall ensure that equipment being moved into or out of the Licensed Area is moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the Licensor acting reasonably, and by movers or a moving company approved by the Licensor acting reasonably, and shall promptly pay or cause to be paid to the Licensor the cost of repairing any damage in the Building caused thereby.

15. DELIVERY REGULATIONS AND CHARGES:

The Licensor may from time to time make and amend regulations for the orderly and efficient operation of the Delivery Facilities, and may require the payment of reasonable and equitable charges for delivery services and demurrage provided by the Licensor and the Licensee shall promptly pay or cause to be paid to the Licensor the cost of repairing any damage to the Building caused by any person making deliveries to the Licensee.

16. RELEASE OF LICENSOR:

The Licensor accepts no liability and is hereby relieved and released by the Licensee in respect of the operation of the Delivery Facilities, or the adequacy thereof, or of the acts or omissions of any persons engaged in the operation thereof, or in the acceptance, holding, handling, delivery or dispatch of any goods for or on behalf of the Licensee, or for any claim of the Licensee by reason of damage, loss, theft, or acceptance, holding, handling, delivery or dispatch, or failure of any acceptance, holding, handling, or dispatch, or any error, negligence or delay therein.

17. USE OF LICENSED AREA:

(a) No cooking or preparation of food which requires venting or produces odours shall be permitted in the Licensed Area and no electrical apparatus likely to cause overloading of electrical circuits shall be used therein.

(b) The Licensee shall not use or permit the use of the Licensed Area in such manner as to create any noises or odours objectionable or offensive to the Licensor or any other Licensee of the Project or any other nuisance or hazard or breach the provisions of Applicable Laws or any requirement of the insures of the Project.

(c) No musical instruments or sound producing equipment or amplifiers which may be heard outside the Licensed Area shall be played or operated on the Licensed Area.

18. CANVASSING, SOLICITING, PEDDLING:

The Licensee shall not perform, patronize or permit anyone under its control to perform any canvassing, soliciting or peddling in the Project and shall not install in the Licensed Area any machines vending or dispensing refreshments or merchandising, except with the prior written consent to the Licensor.

19. LIFE SAFETY:

(a) If any emergency situation arises the Licensee shall cause all occupants of the Licensed Area to vacate the Building if directed to do so by the Licensor or any public authority, in the manner prescribed by the Licensor or such public authority.

(b) No inflammable, explosive or dangerous materials shall be stored or used in the Licensed Area and the Licensee shall not do, or omit to do, anything which may in any way breach Applicable Laws, increase the risk of fire or obstruct or interfere with the rights of other occupants of the Building.

20. SIGNS AND ADVERTISING:

The Licensee shall not, without the prior written consent of the Licensor (which may be granted on a conditional basis) erect, affix or install signs, lettering or other identification or promotional materials which may be seen outside the Licensed Area and, if the Licensee does obtain the Licensor's consent, it shall as its own expense erect and maintain in good condition and repair all such signs, lettering, or other identification or promotional materials and shall observe and comply with Applicable Laws, including the payment of license or other Fees.

21. DANGEROUS OR IMMORAL ACTIVITIES:

The Licensee shall not make use of the Licensed Area which involves the danger or injury to any person, nor shall the same be used for any immoral purpose.

22. PROPER CONDUCT:

The Licensee shall conduct itself in any manner which is inconsistent with the character of the Building as a first quality building or which will impair the comfort and convenience of other Licensees in the Building.

23. ENTRY AFTER BUSINESS HOURS:

The Licensor may require that persons entering and leaving the Building through its main entrances at any time other than during Business Hours satisfactorily identify themselves and register in books kept for that purpose.

24. SAFETY PROGRAM:

While the latest life safety features, in the forms of smoke detectors, sprinklers, automated controls and warning systems, have been incorporated in the Building, a fire safety program will be organized to ensure the orderly evacuation of the Building and the safety of all Licensees in case of an emergency. A safety committee headed by a building fire marshal may be formed and if so all Licensees will be expected to.

25. NON-COMPLIANCE BY OTHER LICENSEES:

The Licensor shall not be responsible to the Licensee for non-observance or violation of the Rules and Regulations by any other Licensee of premises in the Building nor shall such non-observance or violation, or any agreement of the Licensor to waive any of such rules and regulations with respect to any other Licensee or Licensees relieve the Licensee from complying therewith or with any other provision of the License Agreement.

26. EMPLOYEES, AGENTS AND INVITEES:

In these Rules and Regulations, the Licensee includes the employees, agents, invitees and licensees of the Licensee and other permitted by the Licensee to use or occupy the Licensed Area.

27. GENERAL:

These rules and regulations, together with all amendments, deletions and additions, are not necessarily intended for uniform application, but may be waived in whole or in part in respect of other Licensees of the Project without affecting their enforceability with respect to the Licensee and the premises, and may be waived in whole or in part with respect to the Licensed Area without waiving them as to future application to the Licensed Area. The imposition of such rules and regulations shall not create any liability of the Licensor of any such lack of enforcement.

SCHEDULE IIC"

SITE PLAN

(Please see attached plan)

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Select #2 Tenant and lease Information Select #3 Lease Information -Other

Select #4 Lease Information -Retail Only (For retail space and phone centres)

I. Lease Information:

Lease Transaction Type: Lease Receivable Lease Payable~ - -New lease J On Holdover

Renewal Rental Adjustment Expiry Other-Specify Cancellation

O.,D. ~..r /'i'<.c.~ ~t~ ~A~ CCM(>I.E:X ~ Tenant/Landlord Address Book Number: ""-/0 o):.~ ~ De.t.e;a..oi'MOJr" c.;r~'? :vc. ,~ -J.'Oe-AtPiE: Sr. vJ Lease

Number: S" ,~ ~'7~. Lease Manager (Name & Address Book Number):' ~ ~ M~'≡ T~. I'''S~ tOT' Party to Bill/Pay (enter Address Book Number if different

from landlord): ~ ~<:ll.:. Lease Space type: G::~~u'''Mc...J.Ro.,'M CF≡,~c (.,~cs). Lease Term: ~ ::::t~S'.

Lease Start Date: ~r -i" 1"((1 Lease End Date: {::),<J~",~.. 3\ ~ 2:::c.o'

Rent Start Date: ~1'''- I''' 1'i~7' Supplementary Date: (For *flxturing* period, if any)-

II, Lease Unit Details:

Business Unit (Location) Number: 43i 00"1.

Block Unit Number: S..t lTe 5L-"Z-. l? Ci 1'J...r)~\,P~ -:;1''' -\oJ. ~.e..".~

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III. Lease Log Details: (see *list*)

Log Class Code: Amenity I.D.: Description: Quantity:

Tickle Date:

Additional Text:

Log Class Code:

Amenity I.D.:

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