

THIS INDENTURE, made this 29th day of Nov, 1995.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

B E T W E E N:

958670 ONTARIO INC.

hereinafter called the "Landlord"

OF THE FIRST PART

-and-

BELL CANADA

hereinafter called the "Tenant"

OF THE SECOND PART

1. WITNESSETH that in consideration of the rents, covenants and agreements contained, the Landlord leases to the Tenant, its successors and assigns approximately 650 square feet of Rentable Area of the Leased Premises of a building municipally known as 700 March Road, Kanata ("the Building") and being more particularly outlined in red on Schedule "A" attached hereto and forming a part hereof ("the Leased Premises").

2. The initial term of this lease shall be ten (10) years commencing on the earlier of the 1st day of November, 1995 and thereafter fully to be complete and ended and in the event of the Tenant accepting the options in its favour for the extension of the term of this lease then to have and to hold the Leased Premises for a further term of ten (10) years commencing the 1st day of November, 2005.

3. The annual rent for the first three (3) years of the initial term shall be Five Thousand and Two Hundred Dollars (\$5,200.00) per annum based on Eight Dollars (\$8.00) per square foot of Rentable Area of the Leased Premises per annum.

The annual rent for the fourth to seventh years of the initial term shall be Six thousand five hundred dollars (\$6,500.00) per annum based on Ten Dollars (\$10.00) per square foot of Rentable Area of the Leased Premises per annum.

The annual rent for the eight to tenth years of the term shall be Seven thousand eight hundred dollars (\$7,800.00) per annum based on Twelve Dollars (\$12.00) per square foot of Rentable Area of the Leased Premises per annum.

4. The foregoing rents shall be paid in equal consecutive monthly installments on the first day of each and every month during the term. Notwithstanding the foregoing the Tenant shall pay no rent for the first month of the Term.

5. In the event that there is a separate assessment for realty taxes made against the Demised Premises, the Tenant agrees to pay all such taxes attributable to the Leased Premises as a result of such separate assessment in accordance with the requirements for payment. If there is no separate assessment of the Leased Premises, then, the Tenant will pay its Proportionate Share of the taxes in the manner hereinafter provided. The Landlord may reasonably estimate the taxes payable hereunder prior to the commencement of the relevant period and shall provide the Tenant with such estimate at least thirty (30) day prior to the

commencement of the period. The Tenant shall pay such estimated amount in equal consecutive monthly installments in advance. The Tenant shall pay such taxes in such manner so as not to incur any penalties. Within sixty (60) days after the end of the period for which such estimated payments have been made, the Tenant shall be given a copy of all the receipted tax statements and invoices and the necessary adjustments shall be made between the parties. If the Tenant shall have paid in excess of such actual amount, the excess shall be credited to the Tenant in respect of its Proportionate Share payable during the next Lease Year or in the event of the termination of the lease, such excess shall be refunded within thirty (30) days to the Tenant. If the amount the Tenant has paid is less than such actual amount, the Tenant agrees to pay such extra amount with the next fixed minimum monthly rental payment due. The Tenant, its servants or agents may, at any time during the hours of 9:00 a.m. to 5:00 p.m. Mondays to Fridays (except statutory holidays) examine the books and records of the Landlord to the extent necessary to verify the charges made to the Tenant hereunder. The Tenant agrees to provide the Landlord, within thirty (30) days after demand therefore by the Landlord, such separate assessment for the Leased Premises, and the separate tax invoice, if any, rendered on account thereof, except if the separate tax invoice is sent to the Tenant directly. The Tenant shall have the right to appeal any such assessment at its own expense, provided that by so doing, it shall not permit any encumbrance to be filed or assessed against the Building.

6. If the Tenant designates that taxes on the Leased Premises go to support separate schools, and as a result, the taxes payable are greater than if such designation had not taken place, the Tenant shall pay the difference between the rate for separate and public schools to the Landlord forthwith upon presentation of an account in connection therewith.

7. In each and every year during the term, subject to the foregoing, the Tenant shall pay and discharge within thirty-five (35) days after same become due and payable, all business taxes, rates, duties and assessments and other charges that may be levied, rated, charged, or assessed against or in respect of all improvements, equipment and facilities which are the direct responsibility of the Tenant on or in the Leased Premises, and every tax and licence fee in respect of any and every business carried on thereon or therein or in respect of the use or occupancy thereof by the Tenant (and any and every sub-tenant or licensee) and will indemnify and keep indemnified the Landlord from and against payment for all loss, costs, charges and expenses occasioned by, or arising from any and all taxes which may in future be levied in lieu of such taxes; and any such loss, costs, charges and expenses suffered by the Landlord may be collected by the Landlord as rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

8. In each lease Year, the Tenant will pay to the Landlord its Proportionate Share of the Landlord's Operating Costs.

The amount of the Tenant's Proportionate Share of Operating Costs may be reasonably estimated by the Landlord for such period as the Landlord may reasonably determine and the Tenant agrees to pay to the Landlord its Proportionate Share of such amounts in monthly installments in advance, during such period together with other rental payments provided for in this lease. Within sixty (60) days of the end of the period for such estimated payments have been made, the Tenant shall be given a copy of a statement showing in reasonable detail the Landlord's costs and expenses certified by the Landlord's accountants and the actual amount of its Proportionate Share and if necessary, any adjustment shall be made between the parties. If the Tenant shall have paid in excess of such actual amount, the excess shall be credited to the Tenant in respect of its Proportionate Share payable during the next Lease Year or in the event of the termination of the lease, such excess

shall be refunded within thirty (30) days to the Tenant. If the amount the Tenant has paid is less than such actual amount, the Tenant agrees to pay such extra amount with the next fixed minimum monthly rental payment due. The Tenant, its servants or agents, may, at any time during the hours of 9:00 a.m. to 5:00 p.m. Mondays to Fridays (excluding statutory holidays) examine the books and records of the Landlord to the extent necessary to verify the changes made to the Tenant hereunder.

9. All payments of rent and additional rent shall be subject to all applicable Goods and Services taxes which the Tenant is required to pay to the Landlord herein.

10. Provided the Tenant has not been habitually in default under the Lease and the Tenant is not then in default under the Lease, the Tenant shall have an option, irrevocable within the time for acceptance herein limited, to extend the term of this lease for a further period of ten (10) years immediately upon the termination of the initial term.

This option shall be upon the same terms and conditions as are herein contained for the initial term, except that the rental rate shall be such as is hereinafter provided and there shall be no further option to renew. This option may be accepted by the Tenant giving notice to such effect to the Landlord at any time up to but not after six (6) months before the commencement of the option period.

The rental rate for the renewal term shall be negotiated and failing negotiation within three (3) months after exercising the option the rental rate shall be determined by arbitration as to the then fair market value for the Leased Premises such arbitration to be determined by each party choosing an arbitrator within ten (10) days and the two arbitrators so chosen jointly choosing a third arbitrator within a further ten (10) days. The decision of two (2) of the arbitrators shall be binding on the parties. The arbitration shall be otherwise in accordance with the provisions of the Arbitrations Act of Ontario from time to time.

11. The Leased Premises may be used only for the purpose of telephone switching station, and for ancillary uses associated with a telephone switching station.

12. The Tenant hereby covenants and agrees with the Landlord that in consideration of the Premises and of the leasing and letting by the Landlord to the Tenant of the Leased Premises for the term hereby created (and it is upon that express understanding that these Premises are entered into) and notwithstanding anything contained in Section 30 of Chapter 236, R.S.O. 1970 (or any amendment or amendments thereto) none of the goods or chattels of the Tenant at any time during the continuance of the term on the Premises shall be exempt from levy by distress for rent in arrears by the Tenant as provided for by said section of said Act above-named, and that upon any claim being made for such exemption by Tenant or on distress being made by the Landlord this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon any such goods as are named as exempted in said section, the Tenant waiving as it hereby does all and every benefit that could or might have accrued to it under and by virtue of the said section of the said Act but for the above covenant.

13. The Tenant covenants with the Landlord; TO pay rent; AND to repair, reasonable wear and tear and damage by fire, lightning and tempest, other acts of God, acts of the Queen's enemies, riot, military or usurped power, structural defects or weakness only excepted; AND that the Landlord may enter and view the state of repair, and that the Tenant will repair according to notice in writing reasonable wear and tear and damage by fire, lightning and tempest, other acts of God, acts of the Queen's enemies, riot,

military or usurped power, structural defects or weakness only excepted; AND that it will leave the Leased Premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest, other acts of God, acts of the Queen's enemies, riot, military or usurped power, sabotage, vandalism, wanton or negligent acts or accidents on the part of persons not under, or by causes beyond, the control of the Tenant, structural defects or weakness only excepted.

14. Provided, and it is hereby expressly agreed, that in case the Leased Premises or any part thereof shall at any time during the term be burned down or damaged by fire, lightning and tempest, other acts of God, acts of the Queen's enemies, riot, military or usurped power, structural defects or weakness, so as to render the same in the opinion of the Landlord Tenant unfit for the purposes of the Tenant, then and so often as the same shall happen, the rent hereby reserved, or a proportionate part thereof according to the nature and extent of the injuries sustained shall abate, and all or any remedies for recovery of said rent or such proportionate part thereof shall cease, and in the event that such damage or destruction shall in the reasonable opinion of the Landlord and Tenant require more than one hundred and eighty (180) days to repair, the Tenant shall be entitled within thirty (30) days after the happening of any such events to declare this lease to have been thereby terminated, provided that any repairs or partial repairs made by the Tenant during the interval shall indicate that this lease shall continue.

15. And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current month's rent if not already due and payable, and the next three (3) months rent, shall immediately become due and payable and the said term shall immediately become forfeited and void, and in such case it shall be lawful for the Landlord at any time thereafter to enter into and upon the Leased Premises or any part thereof, in the name of the whole, and the same to have again, re-possess and enjoy, as of former estate, anything herein contained to the contrary notwithstanding.

16. Proviso for re-entry by the said Landlord on non-payment of rent.

17. The Landlord covenants with the Tenant for quiet enjoyment.

18. The Landlord and the Tenant mutually covenant and agree each with the other that:

- (a) Any equipment, supplies, or fixtures placed upon or installed in the Leased Premises by the Tenant shall be and remain the property of the Tenant and may be removed at any time or from time to time by the Tenant during the term or within a reasonable time thereafter. All such equipment, supplies or fixtures shall be removed by the Tenant at the end of the term of the Lease.
- (b) The Tenant shall have access to the Leased Premises at all times during the term hereof and the Landlord shall provide the Tenant with keys for the Leased Premises. The Tenant shall also be permitted to bring its necessary wires, cables and equipment into the Leased Premises from the street line at all times during the term hereof and to maintain, replace and repair the same from time to so long as there is no interference with the use or enjoyment of other tenants and those for whom they are in law responsible.
- (c) The Tenant shall be permitted, at its own expense, to

make alterations or improvements to the Leased Premises with the consent of the Landlord, which consent shall not be unreasonably withheld and the Tenant at the option of the Landlord shall be required to restore the Leased Premises to their original plan and layout when vacating the Leased Premises.

- (d) The Tenant has the right to place, repair and maintain all necessary underground cables from the exterior walls of the Leased Premises to the street line and the Tenant shall repair any damage caused in so doing and restore the property to its previous condition.
- (e) This lease is entered into on the basis that it is to be effective only if the subdivision provisions of the Planning Act are complied with. The Tenant shall make any required applications for severance approval and shall pay all required application fees therefor. The Landlord shall sign any necessary consents for such applications and any other required documentation and shall co-operate with the Tenant in such application.
- (f) Except in the event of the negligence of the Landlord, its servants or agents, the Landlord shall not be responsible for any damage to the equipment of the Tenant upon the Leased Premises. The Tenant shall maintain property damage insurance for its equipment under which it may have a deductible of the first \$5,000,000.00 in coverage.

19. Payment of rental under this lease may be made by the Tenant by cheque made payable to the Landlord and mailed to the Landlord to it at:

Gloucester Centre
208-1980 Ogilvie Road
Gloucester, Ontario
K1J 9L5

20. The Landlord covenants and agrees that it shall not occupy or use nor suffer or permit to be occupied or used, other than by the Tenant, any premises in the Development as it is constituted at the commencement of the term of the lease or as it is extended or expanded from time to time, which is used as a telephone switching station.

21. The definitions which are attached hereto as Schedule "C" shall form a part of this lease.

22. Any notice hereunder may be given by registered letter, postage prepaid, addressed for the Tenant to its Corporate Secretary at 1050 Beaver Hall Hill, Montreal, Quebec or for the Landlord to it at the above-noted address, and such notice shall be deemed to have been given on the day third following the date of mailing of the same.

23. And it is hereby declared and agreed that the words "Landlord" and "Tenant" wherever used in this indenture shall, when the context allows, include and be binding on and enure to the benefit of not only the said parties hereto, but also their respective heirs, executors, administrators, successors and assigns, and when the singular or the masculine is used herein, the same shall be construed as meaning the plural or the feminine where the context so requires.

IN WITNESS WHEREOF the said parties hereto have signed these presents and affixed their seals.

SIGNED, SEALED AND DELIVERED
in the presence of:

) 958670 ONTARIO INC.

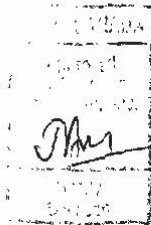
) Per : >

) *PRESIDENT*

) BELL CANADA

) Per:

) *GEN. MGR. ASSET MGMT.*



SCHEDULE "B"

SCOPE OF LANDLORD'S WORK:

- (a) Site grading and landscaping.
- (b) Asphalt paving and curbs.
- (c) Enclosed structure including demising walls, rear wall with hollow metal door and roof.
- (d) Concrete slab-on-grade.
- (e) Provision of 200 amp three phase electrical service to premises complete with transformer.

SCHEDULE "A"

SCHEDULE "B"

SCOPE OF LANDLORD'S WORK:

- (a) Site grading and landscaping.
- (b) Asphalt paving and curbs.
- (c) Enclosed structure including demising walls, rear wall with hollow metal door and roof.
- (d) Concrete slab-on-grade.
- (e) Provision of 200 amp three phase electrical service to premises complete with transformer.

SCHEDULE "C"

DEFINITIONS

(a) **"Common Areas"** means those areas of the Development, not intended to be leased to tenants, designated from time to time by the Landlord for the common use of tenants or other persons including landscaped areas, open or enclosed malls, lobbies, common loading areas, driveways, electrical lighting, musical, fire prevention and public address systems, heating, ventilating, air-conditioning, plumbing and drainage equipment and installations and any enclosures constructed therefor, tenants and public washrooms, fountains, customer and service stairways, escalators, ramps and elevators, general signs, maintenance and cleaning equipment and electrical, telephone, meter, mechanical, storage and janitor rooms, parking lots and any other lands which the Landlord designates for the common use of the tenants of the Development;

(b) **"Development"** means the Lands, any and all buildings from time to time erected thereon, and those areas of other lands, and improvements made thereon, which, although not designated by the Landlord for use as an expansion of the Development are designated by the Landlord from time to time as forming additional Common areas for the use of the tenants of the Development, their officers, employees, customers and other invitees in common with others designated by the Landlord or otherwise entitled from time to time;

(c) **"Operating Costs"** means in each Lease Year the aggregate of

- (i) the total cost paid or incurred by the Landlord or by others on its behalf (determined at the option of the Landlord on either a cash or an accrual basis) on account of (1) maintaining, operating, managing, insuring, cleaning, supervising, policing, repairing and replacing for repairs the Common areas; and (2) providing services to the Leased Premises and other leasable premises in the Development (whether or not leased) including lighting, security and fire prevention equipment, in the lease year in which such costs are incurred;
- (ii) interest at the rate charged at the end of each Lease Year by such Canadian chartered bank as designated by the Landlord to its most credit-worthy customers upon the unamortized portion of the original cost of all HVAC, maintenance, cleaning or other equipment;
- (iii) there shall be added to the amount of Operating Costs a portion of the costs of premiums for insurance maintained by the Landlord, such allocation to be made by the Landlord acting fairly;
- (iv) an administrative fee equal to fifteen (15) percent of the aggregate costs included in clauses (i) (ii) and (iii) above;

(d) **"Rentable Area of the Leased Premises"** means the area of the floor space therein determined by the Landlord from time to time without any deductions for columns or projections or for vestibules inside the building and measured from the centre line of all walls separating the Leased Premises from adjacent leasable premises and from the exterior store front boundary of the Leased Premises and from the outer surface from outer building walls, adjoining corridors and other permanent partitions;

(e) **"Rentable Area of the Premises"** means the aggregate Rentable Area of Leased Premises of all premises leased or set aside for leasing in the Premises as determined from time to time by the Landlord (including additional premises subsequently designated by the Landlord) exclusive of Common Areas ;

(f) **"Rules and Regulations"** means the rules and regulations as Schedule "D" to this lease and any further and other reasonable rules and regulations made hereafter by the Landlord of which notice shall be given to the Tenant and all such rules and regulations whether attached hereto or made hereafter shall be deemed to be incorporated and form part of this lease;

(g) **"Tenant's Proportionate Share"** means the fraction of the numerator of which is the Rentable Area of the Leased Premises and the denominator of which is the Rentable Area of the Premises whether fully rented or not;

SCHEDULE "D"

RULES AND REGULATIONS

1. **Signs** No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the inside or outside of the Building without the approval of the Landlord.
2. **Loading** All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by the Landlord.
3. **Delivery** The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such controls as in the judgment of the Landlord are necessary for the proper operation of the Leased Premises or the Shopping Centre.
4. **Garbage** All garbage and refuse shall be kept in the kind of container specified by the Landlord and shall not be burned or otherwise disposed of in or about the Leased Premises.
5. **Radio, pipes, etc.** No radio, television, telegraphic or telephone or similar device and no water pipe, gas pipe or electric wire shall be installed or connected without first obtaining, in each instance, the written consent of the Landlord. All such connections shall be installed in accordance with the Landlord's direction and without such direction no boring or cutting for wires or pipes shall be permitted.
6. **Parking** The Tenant and its employees, suppliers and other persons not customers having business with the Tenant shall park their cars only in those portions of the parking area designated for that purpose by the Landlord. Within five (5) days after taking possession of the Leased Premises the Tenant shall furnish the Landlord with the automobile license numbers of the Tenant and its employees and shall thereafter notify the Landlord of any changes within five (5) days after such changes occur. Should the Tenant, its employees, suppliers and other persons not customers having business with the Tenant park vehicles in areas not allocated for that purpose, the Landlord shall have the right to remove the offending vehicles and the Tenant shall save harmless the Landlord from any and all damages therefrom and the Tenant shall pay the costs of such removal. In addition, the offending vehicle may be ticketed for municipal parking violation, if applicable. All vehicles shall be parked entirely at the risk of the owners of the vehicles. No repairs, including oil changes are to be performed on vehicles in any parking area. All vehicles parked at the Premises shall be roadworthy with valid licence plates. No vehicles are to be parked on any grassed areas, or areas not designated as parking areas. Recreational vehicles, including boat trailers, campers, etc. shall not be parked at the Premises unless parked by customers having business with a Tenant.
7. **Plumbing Facilities** Toilets, sinks and any other plumbing facilities shall not be used for any purpose other than those for which they were intended. No sweepings, garbage, rubbish, rags, ashes or other substances shall be deposited therein. Any damage resulting to them or any consequential damage resulting from a violation of this provision or from misuse or from unusual or unreasonable use shall be borne by the Tenant. Water shall not be left running unless in actual use in the Leased Premises.
8. **Pest Extermination** The Tenant shall use, at the cost of the Tenant, such pest extermination contractor as the Landlord may direct and at such intervals as the Landlord may require.
9. **Not to Deface** The Tenant, its employees or agents, shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone, brick, metal or glass without the written consent of the Landlord.
10. **No Cooking** Except as permitted in the Lease to which these rules and regulations are annexed, the Tenant shall not permit any cooking in the Leased Premises without the written consent of the Landlord.
11. **No Obstruction** No mall, sidewalk, entry, passageway, elevator or staircase shall be obstructed or used by the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees for any purpose other than ingress to and egress from the Leased Premises.
12. **Heavy Equipment** The Tenant its officers, agents, servants, employees, contractors, customers, invitees or licensees shall not bring in or take out, position, construct, install or move any safe or other heavy equipment or furniture without first obtaining the consent in writing of the Landlord. In giving such consent the Landlord shall have the right, in its sole discretion, to prescribe the weight permitted and the position thereof, and the use and design of planks, skids or platforms to distribute the weight thereof. All damage done to the lands and premises comprising the Shopping Centre by moving or using any such safe, heavy equipment and furniture shall be repaired at the expense of the Tenant. The moving of all equipment and furniture shall occur only during those hours when the Shopping Centre shall not be open for business or such other time as may be consented to in writing by the Landlord.

13. **Locks** The Tenant shall not place or cause to be placed any additional locks upon any door of the Leased Premises without the approval of the Landlord and subject to any conditions imposed by the Landlord.

14. **No Residential Purposes** No one shall use the Leased Premises for sleeping apartments or for residential purposes, or for the storage of personal effects or articles other than those required for the purposes permitted by the Lease to which these rules and regulations are annexed.

15. **Window Cleaning** The Tenant shall permit window cleaners to clean the windows of the Leased Premises only during those hours when the Shopping Centre shall not be open for business.

16. **Moving Apparatus** Any hand trucks, carryalls, dollies or similar apparatus used in any building in the Shopping Centre shall be equipped with rubber tires, side guards and such other safeguards as the Landlord shall require. All damage done to the lands and premises comprising the Shopping Centre shall be repaired at the expense of the Tenant.

17. **No Animals** No animals (including birds) shall be brought into the Leased Premises except as permitted by the Lease to which these rules and regulations are annexed.

18. **No Food or Beverages** Except as permitted by the Lease to which these rules and regulations are annexed, the Tenant shall not permit the delivery of any food or beverage to the Leased Premises without the approval of the Landlord.

19. **No Solicitation** The Tenant shall not solicit business in the Common Areas or distribute any handbills or other advertising material in the Common Areas or in automobiles parked in the Common Areas.

20. **Temperature** The Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

21. **Noise, Vibrations, Odour** The Tenant shall not use or permit any part of the Leased Premises to be used in such a manner as to cause annoying noises or vibrations or offensive odours.