

HUB SITE LICENSE

THIS License dated and made effective this 15th day of February, 2000.

BETWEEN:

PENSIONFUND REALTY LIMITED, a company incorporated under the laws of the Province of Ontario and registered to carry on business in the Province of Manitoba.

(the "Licensor")

AND:

MTS COMMUNICATIONS INC., a company incorporated under the laws of the Province of Manitoba.

(the "Licensee")

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

ARTICLE 1.00 - DEFINITIONS

1.01 In this License:

- (a) **"Access Right"** means the right of access over those portions of the Lands and the Buildings thereon necessary to enable the Licensee to gain access to the Premises, which shall include those portions as designated by the Licensor from time to time, available for common access and egress for occupants of the Building such as driveways, walkways, hallways and exits and entrances.
- (b) **"Article", "Section", "Schedule" and "Paragraph"** means and refers to the specified article, section, schedule or paragraph of this License.
- (c) **"Building"** shall mean the building(s) on the Lands, and in particular the building in which the Premises are located.
- (d) **"Business Taxes"** means all taxes, rates, duties, levies, assessments, license fees that are levied, rated, charged or assessed with respect to any and every business carried on by the Licensee in the Premises or the Equipment or any fixtures or improvements thereon which do not belong to the Licensor whether or not charged against the Licensor or the Premises.
- (e) **"Equipment"** means the equipment described in Section 4.01(a).
- (f) **"G.S.T."** means the Goods and Services Tax, or any other value-added taxes, sales taxes, use, consumption or similar taxes as levied and assessed under lawful authority by the Federal Government of Canada, or any other competent taxing authority in respect of the services provided from the Premises.
- (g) **"Lands"** means those lands and premises including the buildings and improvements thereon, owned by the Licensor as described in Schedule "A".
- (h) **"License"** means this License and all instruments supplemental hereto or in amendment or confirmation hereof.
- (i) **"License Fee"** means the annual fee payable by the Licensee to the Licensor as provided in Article 3.00.
- (j) **"Plan"** means the plan attached as Schedule "B".

- (k) **"Pollutants"** means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
- (a) radioactive materials;
 - (b) explosives;
 - (c) any substance that, if added to any water, land and/or air, would degrade or alter or form part of a process of degradation or alteration of the quality of that water, land and/or air to the extent that it is detrimental to its use by man or by any animal, fish or plant;
 - (d) any solid, liquid, gas, microorganism, sound, vibration, ray, heat, radiation, odour or combinations of any of them that is likely to alter the quality of the environment (including air, land and water) in any way and that is present in the environment in a quantity or concentration in excess of regulatory standards or the presence of which in the environment is prohibited by regulation or is likely to affect the life, health, safety, welfare or comfort of human beings or animals or to cause damage to or otherwise impair the quality of the soil, vegetation, wild life or property;
 - (e) toxic substances;
 - (f) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Licensor, the Licensee, the Premises or the Project of which they form a part;
 - (g) any substance the use or transportation of which or the release of which into the environment is prohibited, regulated, controlled or licensed under environmental legislation; and
 - (h) anything contaminated by any Pollutant.
- (l) **"Premises"** means a portion of the Building comprising 80 square feet on the Lands in the City of Winnipeg, in the Province of Manitoba, known municipally as 363 Broadway. The location, dimensions, and/or area of the Premises are as shown on the Plan attached hereto as Schedule "B" and all fixtures and improvements located therein.
- (m) **"Prime Rate"** means the rate of interest per annum established from time to time by the Bank of Nova Scotia (or other such bank, being one of the 5 largest Canadian chartered banks, as the Licensor may designate from time to time) at its head office in Toronto, Ontario as the reference rate of interest to determine interest rates it will charge on Canadian dollar loans to its Canadian customers and which it refers to as its "prime rate".
- (n) **"Project"** shall mean the Lands and the Building(s) thereon.
- (o) **"Signals"** means signs, signals, writing, images, sounds or intelligence of any nature.
- (p) **"Telecommunication(s)"** means any transmission, emission or reception of Signals by wire, radio, visual, fibre optic or other system.
- (q) **"Term"** means the term and period of time described in Section 2.1.
- (r) **"Uses"** means the uses of the Premises for the purposes permitted pursuant to Article 4.

- (s) **"Utilities Right"** means the right of access during the Term in or under but not over or upon those portions of the Lands and the Building as shown on the Plan to maintain such equipment, exterior grounding, electric power and communications lines, as may be necessary for the Uses, which right or rights shall include without restricting the foregoing the rights during the Term of this License:
- (i) To lay down and construct conduits for wires of all kinds in or under the said lands;
 - (ii) To transmit through said conduits or any parts thereof all manner and kinds of Telecommunications, electric energy, telephone, radio or television impulses;
 - (iii) To install electric power and communications lines within the Building conduits as may be necessary to service the Equipment.

ARTICLE 2.00 - DEMISE

2.01 Demise and Term

The Licensor hereby Licenses to the Licensee the Premises during the Term of **5 years** (the "Term") commencing on the 15th day of February, 2000, (the "Commencement Date").

ARTICLE 3.00 - LICENSE FEE

3.01 License Fee

The Licensee shall pay to the Licensor an annual fee of \$2,400.00 during the Term to be paid in advance in annual instalments of \$2,400.00 with the first payment to be made on the 15th day of February, 2000.

ARTICLE 4.00 - USE OF PREMISES

- 4.01** The Licensor grants permission to the Licensee and the Licensee shall have the rights solely to do the following:
- (a) Subject to the provisions of Section 10.14. to install in the Premises such equipment, apparatus, fixtures and attachments (the "Equipment") as may be necessary for its Telecommunications operations.
 - (b) To cause to be made all necessary improvements at its own expense and such improvements may include, but shall not be limited to, heating, air conditioning, walls, ventilation and electrical wiring, including exterior Building grounding and transmission cables located under the Lands, all subject to the consent in writing of the Licensor upon review of the plans and specifications therefor, such consent not to be unreasonably withheld, and such other material and covenants as the Licensor may reasonably require.
 - (c) To have access to the Premises, the Access Right and the Utilities Right, 24 hours a day 7 days a week as are necessary for the installation, operation and maintenance of the Equipment or the Premises. 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
 - (d) To use the Premises including the Equipment for the purpose of Telecommunications and any other purpose incidental thereto and for no other purpose whatsoever.

ARTICLE 5.00 - LICENSEE'S COVENANTS

5.01 The Licensee covenants and agrees with the Licensor that throughout the Term and any renewal thereof:

5.02 License Fee

The Licensee will pay the License Fee.

5.03 Taxes

The Licensee will pay Business Taxes and G.S.T. and any taxes imposed upon the Licensor by reason of the Licensee's business use of the Premises.

5.04 Construction and Maintenance

The Licensee shall keep and maintain the Premises and the Equipment in a neat, tidy and safe condition. All construction and maintenance of the Equipment and the Premises will be carried out by the Licensee at its own expense and upon termination of this License the Licensee shall be entitled to and shall remove the Equipment and any improvements made or constructed by the Licensee at its own expense and return the Premises to its condition before the commencement of this License save and except for reasonable wear and tear.

5.05 Electricity

The Licensee shall be responsible for the payment of its own electrical consumption and in this connection the Licensee shall install a meter or meters at its expense to record its power consumption, when requested by the Licensor to do so.

5.06 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 License.
- (ii) Any damage to the Premises or the Lands or the Buildings and improvements thereon occasioned by the use of the Premises and its appurtenant rights by the Licensee, its servants, agents, employees or contractors, or by the failure of any or all of the Equipment.
- (iii) Any loss or damage to any property or injury to or death of any person resulting from the use of the Premises and its appurtenant rights by the Licensee, its servants, agents, employees or contractors.

The Licensor shall indemnify and save harmless the Licensee and its officers, directors, partners and employees from and against any and all liabilities, claims and/or losses of any kind arising, directly or indirectly, entirely or in part, out of any injury to any person occurring in or about the Lands regardless of the cause, except to the extent caused by the negligence or intentional misconduct of the Licensee or its agents, employees, invitees or contractors.

5.07 Insurance

The Licensee shall at all times during the Term and any extensions thereof maintain an insurance policy, at its own cost naming the Licensor and the Licensor's agent which is Morguard Investments Limited at the commencement of the Term (and may be changed by notice in writing to the Licensee) as an additional insured and protecting the Licensee and Licensor and the Licensor's agent in respect of claims by the Licensee (as if the Licensor and the Licensor's agent were separately insured and such insurance shall also include cross liability and severability of interest clauses), covering all of the Licensee's undertaking and in particular, public liability and property damage insurance coverage in

an amount not less than Five Million Dollars (\$5,000,000.00). The Licensee shall provide to the Licensor at the commencement of the Term and 15 days prior to the renewal of all insurance referred to herein a certificate evidencing that such insurance is in force. All policies shall provide that the insurance shall not be cancelled or changed to the prejudice of the Licensor without at least 30 days' prior written notice given by the insurer to the Licensor.

If the Licensee fails to place or maintain all or any of the insurance herein then the Licensor may, at its option, place all or any part of such insurance in the name of or on behalf of the Licensee and the Licensee shall pay to the Licensor upon demand all costs incurred by the Licensor in so doing including, without limitation, the premium or premiums for such insurance. All policies of insurance that the Licensee takes out pursuant to this Section 5.07 shall contain a waiver of the insurer's right of subrogation as against the Licensor, the Licensor's agents and its and their employees and any person for whom the Licensor may in law be responsible. The Licensor acknowledges that its insurance on the Building contains a waiver of the insurer's right of subrogation as against the Licensee.

The Licensee shall not do, omit or permit anything which will increase the cost of the Licensor's insurance or render any insurance on or relating to the Project, subject to cancellation.

The Licensor shall not be liable under any circumstances for (a) any damage to the Premises or any property located therein or being delivered thereto or therefrom caused by any latent defect or by steam, water, rain or snow which may leak into, issue or flow from, any part of the Project including, without limitation, the Premises or (b) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring or (c) any damage caused by anything done or omitted to be done by any other licensee of the Project or (d) damage caused by interruption or failure of any utility or (e) any damage resulting from the exercise of Licensor's control over (including with limitation, computer hardware and software and the information stored therein), books, records, files, papers or other valuables.

5.08 Restrictions

- (1) The Licensee shall not at any time during the Term or any renewal thereof:
 - (i) connect its telecommunications services and/or equipment located in the Building to any other building or any telecommunications service user not located in the Building; or
 - (ii) service any building or any telecommunications service user other than the Building and tenants located within the Building from the Premises.
- (2) It is expressly understood and agreed that the Licensor is entering into this License on the express agreement and understanding that the Licensee's services shall be provided only to the tenants within the Building and, in the event that no tenants in the Building are using the services of the Licensee, the Licensee shall, if so required by the Licensor, remove all of its equipment, wires and cables, including the Equipment, from the Building in which event this License shall terminate and the License Fee and G.S.T. and all other amounts payable by the Licensee hereunder shall be adjusted on a per diem basis to the date of termination and any portion of the License Fee and G.S.T. paid in advance shall be refunded by the Licensor to the Licensee.
- (3) In the event that any tenant in the Building terminates its agreement with the Licensee to provide telecommunications services to such tenant, the Licensee shall immediately remove all of its equipment, wires and cables that were installed by the Licensee pursuant to this License and that are owned by the Licensee from such tenant's leased space together with all wires and cables connecting the Premises and such tenant's leased premises.
- (4) All wiring and cables connecting the Premises and all tenants' leased premises shall comply in all respects with the Licensor's Tenant Design Criteria Manual, a copy of which is attached hereto. Prior to installation of any such wiring or cables, the Licensee shall submit plans for same to the Licensor and shall not proceed with such installation without the Licensor's written approval.
- (5) All costs of the Licensee's installations in the Building pursuant to this License, including without limiting the generality of the foregoing, conduit, core holes, x-rays and consultants' fees, shall be paid for by the Licensee and such costs shall include all costs incurred by the Licensor, including fees for supervision and review of plans.

- (6) The Licensee shall not have the right to use any conduits or ducts currently controlled by MTS Communications Inc. without the express written consent of MTS Communications Inc.
- (7) In addition to the provisions of Section 10.40, the Licensee agrees that it will not interfere with any tenant in the Building while carrying out any construction or installation in the Building.

5.09 General

The Licensee, in its use of, and operations upon and about, the Premises and its appurtenances shall comply with and conform to first class standards of conduct, maintenance and performance (including safety) prevailing in the Telecommunications industry at all relevant times during the Term.

ARTICLE 6.00 - LICENSOR'S COVENANTS

6.01 Appurtenant Rights

- (a) In consideration of the License Fee and other good and valuable consideration set forth in this License, the Licensor hereby grants to the Licensee during the Term and any extensions thereof, the rights represented by the Access Right and the Utilities Right.
- (b) The Access Right and the Utilities Right shall be for the benefit of and be appurtenant to the interest created by this License and for the use and enjoyment of the Licensee, its permitted assignees, licensees and their respective employees, servants, contractors, subcontractors and agents.

6.02 Cooperation

The Licensor covenants and agrees to act reasonably at the written request and sole expense of the Licensee, in co-operating with the Licensee in obtaining all necessary consents of the municipality, the Department of Communications, the Department of Transport and other governmental authorities having jurisdiction with respect to the construction, operation, maintenance, repair and replacement of the Equipment and the Premises and its appurtenances and to this end will, without restricting the foregoing, execute all necessary authorizations to enable the Licensee to obtain Building permits, site plan approvals, by-law amendments or minor variances and to obtain the release of any information with respect to the Premises or the Licensor's Lands of which the Premises form a part from any such authorities and to enable the Licensee to obtain plans and drawings from the municipality, or any architect or engineer.

ARTICLE 7.00 - TERMINATION OF LICENSE

7.01 Interference with Signals

If any Building, structure, trees or other works of any nature or kind whatsoever, including third party telecommunications works or equipment, screens, shields or interferes in any manner with the signals transmitted or received by the Equipment, or the Premises, or should the construction of or the operation of the Equipment, or the Premises, 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 License by giving 30 days written notice to the Licensor. In the event of such termination prepaid License Fee and G.S.T. and any other amounts payable by the Licensee hereunder shall

be adjusted on a per diem basis to the date of termination. The Licensee shall not be required to appeal any decision or contest, apply for variance or amendment of any law, by-law or regulation, but may in its own discretion do so and the Licensor shall act reasonably and at the written request and sole expense of the Licensee, to co-operate with the Licensee and execute all necessary authorizations or consents.

7.02 Damage and Destruction

Subject to Section 10.21 and 10.22, in the event that the Equipment, or the Premises are 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 its demising walls and improvements to the Licensor's satisfaction acting reasonably, or the Licensee may terminate this License by giving 30 days written notice to the Licensor. In the event of such termination License Fee and G.S.T. and all other amounts payable by the Licensee hereunder shall be adjusted on a per diem basis to the date of termination and any portion of the License Fee and G.S.T. paid in advance by the Licensee shall be refunded by the Licensor to the Licensee on a per diem basis to the date of the termination.

7.03 Structural Weakness

In the event the Licensee reasonably determines that the structure of the Building on the Lands is or becomes unsatisfactory to allow the construction or maintenance of the Equipment, or the Premises, the Licensee may terminate this License by giving 30 days written notice to the Licensor and any portion of the License Fee and G.S.T. paid in advance by the Licensee shall be refunded by the Licensor to the Licensee on a per diem basis to the date of the termination.

ARTICLE 8.00 - DEFAULT

8.01 Provided, and it is expressly agreed that if and whenever the License Fee hereby reserved or any part thereof or any other amount due and payable by the Licensee hereunder shall be unpaid for 15 days 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 30 days written 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 Premises or any part thereof in name of the whole, and the same to have again, repossess and enjoy and the Licensor shall be entitled to the full amount of the current month's License Fee and the next ensuing 3 months' instalments of License Fee which shall immediately become due and payable. Provided, however, that the Licensee shall not be in default if by reason of the nature of the breach it cannot be cured within 30 days, so long as the Licensee shall have commenced to cure such breach and shall be pursuing the same with all reasonable effort.

Notwithstanding the foregoing, in the event that the Licensee fails to comply with the provisions of Subsection 5.08(a), the Licensor may, at its option, terminate this License and, whether or not the Licensor elects to terminate this License, the Licensee shall pay forthwith to the Licensor, as predetermined damages and not as a penalty, the sum of \$10,000.00.

ARTICLE 9.00 - ASSIGNMENT AND SUBLETTING

9.01 Assignment

The Licensee shall not assign its rights and obligations in this License or license all or part of the Premises without the prior written consent of the Licensor being first had and obtained, which consent may be arbitrarily withheld.

Notwithstanding the foregoing:

(a) The Licensee may with consent of the Licensor, such consent not to be unreasonably withheld, assign its rights and obligations under this License or license all, but not part, of the Premises to :

- (i) a person that directly or indirectly controls, is controlled by, or is under common control with the Licensee; and
- (ii) a purchaser of all or substantially all of the Licensee's assets.

ARTICLE 10.00 - 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:

Property Services Division
P.O. Box 6666, 627 Erin Street
Winnipeg, Manitoba R3C 3V6

Attention: Director Property Services
Telecopy No. (204) 772-4195

and to the Licensor at the following address:

by its agent, MORGUARD INVESTMENTS LIMITED

#21 - 1313 Border Street
Winnipeg, Manitoba R3H 0X4

Attention: Regional Manager, Operations
Telecopy No. (204) 632-1122

AND

One University Avenue, Suite 1500
Toronto, Ontario, M5J 2V5

Attention: Senior Vice President, Operations
Telecopy No. (416) 862-3799

Any notice may also be given by prepaid registered mail mailed within the Province in which the Premises are situated 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, actual or contemplated, at the date of mailing, in which case notice shall be effected by personal delivery or a facsimile transmission as stated above. Any notice effected by personal delivery or a facsimile transmission shall be effective on the next business day. No form of giving notice other than by personal delivery, facsimile transmission or prepaid registered mail shall be permitted. The Licensor and Licensee may change their respective addresses by notice in writing to each other.

10.02 Month to Month Licence

Provided further and it is hereby agreed that should the Licensee hold over after the expiration of this License and the Licensor thereafter accepts rent for the Premises, the Licensee shall hold the said Premises only as a monthly Licensee of the Licensor but subject in all other respects to the terms and conditions of this License except any options thereby granted and subject to termination upon 30 days notice by either party to the other.

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 License 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 License neither party makes any representation or warranty express or implied, statutory or otherwise to the other. This License may not be amended or modified except by a written instrument executed by both parties.

10.05 Amendment or Waiver

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

10.06 Governing Law

This License shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the province in which the Project is situate.

10.07 Compliance with Laws

The Licensee shall comply with all present and future laws, regulations and orders relating to the occupation or use of the Premises, the condition of the improvements, trade fixtures, furniture and equipment (including the Equipment) installed therein, the making by the Licensee of any repairs, changes or improvements therein, and the conduct of any business in the Premises. If alterations or improvements are necessary to comply with any of the foregoing or with the requirements of insurance carriers, the Licensee shall forthwith complete such work to the extent that it can be done within the Premises and in any such event shall pay the entire costs of any required alterations, improvements and charges imposed by any authority.

10.08 Prohibited Use

The Licensee shall not commit, cause or permit any nuisance or any waste or injury to the Premises, the Building or any of the improvements or fixtures therein, any overloading of the floors of the Premises, any nuisance in or about the Premises or any use or manner of use causing annoyance to other tenants or occupants of the Building. Without limiting the generality of the foregoing, the Licensee shall not use or permit the use of any portion of the Premises for any dangerous, illegal, noxious, odorous or offensive trade, business or occurrence. The Licensee shall keep the Premises free of debris or anything of a dangerous, noxious, odorous or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat or noise. The Licensee shall not use equipment (including the Equipment) in the Premises in a manner that results in its being seen or heard outside the Premises.

10.09 Common Elements

The Licensee and its employees and invitees shall be entitled to use the driveways, walkways, hallways, exits and entrances serving the Building, in common with others thereto, for purposes for which they are intended and only during such hours as the Licensor may designate from time to time, but subject to Section 4.01(c). The Licensee and its employees and invitees shall not obstruct the same or use the same other than for their intended purposes and then only in accordance with the rules and regulations set by the Licensor from time to time.

10.10 Hazardous Use

The Licensee shall not do, omit or do permit or be done anything which will cause or shall have the effect of causing the cost of the Licensor's insurance in respect of the Project or any part thereof to be increased at any time during the Term or any policy of insurance on or relating to the Project to be subject to cancellation. Without waiving the foregoing prohibition, the Licensor may demand and the Licensee shall pay to the Licensor upon demand, the amount of any increase in the cost of insurance caused by anything so done or omitted to be done. The Licensee shall forthwith upon the Licensor's request comply with the requirements of the Licensor's insurers, cease any activity complained of and make good any circumstance which has caused any increase in insurance premiums or the cancellation

of any insurance policy. In determining the amount of increased premiums for which the Licensee is responsible, a schedule or statement issued by a person or corporation which computes the insurance rates for the Licensor showing the components of the rate shall be conclusive evidence of the items that make up the rate. If any policy of insurance in respect of the Project or any part thereof is cancelled or becomes subject to cancellation by reason of anything so done or omitted to be done, the Licensor may make any necessary changes or alterations to avoid such cancellation but shall give prior notice to the Licensee to do so. If time reasonably permits and the Licensee does not or cannot remedy the situation within the time frame set by the insurance company, the Licensor may terminate this License.

10.11 Rules and Regulations

The Licensee shall observe and cause its employees, servants, agents, invitees, sublicensees, licensees and others over whom the Licensee can reasonably be expected to exercise its control to observe the rules and regulations attached as Schedule "C" hereto and such further and other reasonable rules and regulations and amendments and additions thereto as may be made by the Licensor and notified to the Licensee by mailing a copy thereof to the Licensee or by posting same in a conspicuous place in the Building. All such rules and regulations now or hereafter in force shall be read as forming part of this License; provided that if there is a conflict between the rules and regulation and the License, the term of this License shall prevail. The Licensor shall not be responsible to the Licensee for the nonobservance of any rule or regulation or the terms of any agreement to License to be observed by any other licensee of the Project.

10.12 Signs

Except with the prior written consent of the Licensor, which consent may be arbitrarily withheld or rescinded in the Licensor's sole discretion, the Licensee shall not paint, display, inscribe, place or affix any sign, symbol, notice, advertisement, display or direction of any kind anywhere outside the Premises or on the interior of any glass windows or doors or elsewhere within the Premises so as to be visible from the outside of the Premises.

10.13 Authorization of Enquiries

The Licensee hereby authorizes the Licensor to make enquiries from time to time of any government or governmental agency with respect to the Licensee's compliance with any and all laws and regulations pertaining to the Licensee's business in the Premises including, without limitation, laws and regulations pertaining to Pollutants and the protection of the environment; and the Licensee covenants and agrees that the Licensee will from time to time provide to the Licensor such written authorization as the Licensor may reasonably require in order to facilitate the obtaining of such information.

10.14 Alterations/Renovations by Licensor

During the Term or any renewal or extension thereof, it is understood and agreed that if the Licensor intends to make changes, additions, improvements or substantially renovate the Project or any part thereof (the "Renovation Work"), of which Premises form a part, then notwithstanding anything contained in this License to the contrary, the Licensor, its servants, agents, contractors and representatives may proceed with the Renovation Work without further consent or approval of the Licensee and the Licensee hereby irrevocably grants to the Licensor its consent to the carrying out of the Renovation Work subject to, and provided that, the Licensor shall perform any such Renovation Work in such a manner so as to minimize interference with the Licensee's access to, and use of, the Premises. It is specifically understood and agreed that there shall be no compensation paid to the Licensee nor shall there be any abatement of License Fee in connection with the Renovation Work. In exercising its rights to this Section, the Licensor shall be entitled to:

- (a) enter the Premises from time to time to make changes or additions to the structure, systems, facilities and equipment (other than the Equipment) in the Premises where necessary to serve the Premises or other parts of the Building, and/or limit, from time to time as may be necessary by reason of the Renovation Work, ingress to and egress from the Premises and/or the Project;
- (b) change, add to, diminish, demolish, dedicate for public purposes part or parts of, improve or alter any part of the Project not in, or forming part of, the Premises; and
- (c) change, add to, diminish, improve or alter the location and extent of common elements;

The Licensor agrees to give to the Licensee 10 days prior written notice of its intention to proceed with the Renovation Work. Provided that the notice is given aforesaid, the Licensee shall cooperate with the Licensor in order to allow the Renovation Work to be completed as expeditiously as possible. It is specifically agreed by the Licensor and the Licensee that the Licensor shall not, by reason of exercising its rights pursuant to this Section 10.14 be in default or be deemed to be in default of any covenant or proviso contained in this License or at law. Provided in the event such Renovation Work necessitates entry into the Premises, such entry shall be by appointment with the Licensee and together with a representative of the Licensee.

10.15 Access by Licensor

The Licensee shall permit the Licensor to enter the Premises at any time outside normal business hours in case of an emergency and otherwise during normal business hours where such will not unreasonably disturb or interfere with the Licensee's use of the Premises to examine, inspect and show the Premises for purposes of sale or financing, to provide services or make repairs, replacements, changes or alterations as the Licensor may deem necessary for the safety, improvement or preservation of the Premises or the Project. The Licensor shall, except in an emergency, consult with and give reasonable notice to the Licensee prior to the entry but no such entry shall constitute an eviction or a breach of the covenants, but such entry, except in an emergency, shall be made together with a representative of the Licensee. The Licensor shall exercise its rights under this section 10.15 in such a manner so as to minimize interference with the Licensee's access to, and use of, the Premises.

10.16 Supervision and Extended Services

The Licensor, if it shall from time to time so elect, shall have the right to supervise the moving of furniture or equipment, including the Equipment, of the Licensee and (in addition to supervising Licensee's work as provided for in this License) to supervise the making of repairs conducted within the Premises.

10.17 Control by the Licensor

The Licensee agrees that the Licensor shall have control of the Project and, without limiting the generality of anything contained elsewhere in this License, the Licensor may make such use of the common elements and permit others to make such use of the common elements as the Licensor may from time to time determine subject, in the case of use by others, to such terms and conditions and for such consideration as the Licensor may in its discretion determine, provided that such uses do not materially obstruct access to the Premises; the Licensor may close all or any part or parts of the Project to such extent as may, in the opinion of the Licensor or any consultant engaged by the Licensor in that regard, be legally sufficient to prevent a dedication thereof or the accrual of rights therein to any person or the public.

10.18 Liens

The Licensee shall pay promptly when due all costs for work done or caused to be done by the Licensee in the Premises or elsewhere in the Project which could result in any lien or encumbrance on the Licensor's interest in the Project or any part thereof, shall keep the title to the Project, including the Premises and any part thereof, free and clear of any lien or encumbrance in respect of the work and shall indemnify and hold harmless the Licensor against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien or otherwise, arising out of the supply of material, services or labour for the work. The Licensee shall immediately notify the Licensor of the lien, claim for lien or other action of

which it has, or reasonably should have, knowledge and which affects the title to the Project, including the Premises or any part thereof, and shall cause the same to be removed within 5 business days (or such additional time as the Licensor may consent to in writing), failing which the Licensor may take such action as the Licensor deems necessary to remove same and the entire cost thereof shall immediately become due and payable by the Licensee to the Licensor.

10.19 Roof

The Licensee shall not be entitled to install upon the roof of the Building any equipment except as consented to in writing by the Licensor, which consent may be arbitrarily withheld, but if given shall be subject to whatever conditions the Licensor, in its sole discretion, deems necessary in the circumstances.

10.20 ENVIRONMENTAL ISSUES

(1) Licensor's Requirements

The Licensee shall at all times during the Term keep the Premises and Project and, at the end of the Term, leave the same free from any and all Pollutants resulting from its use and occupation of the Premises. It is expressly prohibited for the Premises to be used for storage, manufacture, processing, or other dealing with, any Pollutant except if and so long as approved by the Licensor in writing (which approval may be withdrawn at any time notwithstanding any provision of this License) and whenever such prior approval is given, such storage, manufacture, processing, or other dealing therewith shall be only in accordance with the written directions of, and conditions imposed by, the Licensor from time to time and any present or future governmental requirements. The Licensee shall immediately notify the Licensor of the existence of any pollutant in the Project, of which it is aware.

(2) Licensee's Inspection of Goods

The Licensee shall inspect all goods delivered to the Premises and will ensure no Pollutant is brought into the Premises by or for the Licensee or its employees, licensees or invitees or into any other part of the Project by or for it or them except in each case pursuant to and in accordance with the Licensor's prior written consent. The Licensee shall at its own cost cause any goods, the nature of which is not known to the Licensee with certainty, to be tested by a qualified person to determine whether they are or contain any Pollutant before accepting the same into the Premises or on the Project. If the Licensee is found to be in breach of the requirements of this Subsection 10.20 (2), the Licensor may on behalf of the Licensee rectify such breach and the Licensee shall promptly re-imburse the Licensor for the cost of any test, analysis or inspection of goods in the Premises or the Project which are, or which the Licensor has reason to suspect, may be or contain a Pollutant.

(3) Governmental Requirements

If any governmental authority having jurisdiction shall require the clean-up of any Pollutant held, released, abandoned or placed by the Licensee upon the Premises or Project or released by the Licensee into the environment in the course of the Licensee's business or as a result of the Licensee's use or occupancy of the Premises, then the Licensee shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work required and shall provide the Licensor full information with respect to proposed plans and comply with the Licensor's reasonable requirements with respect to such plans. The Licensee agrees that if the Licensor determines, acting reasonably, that the Licensor, its property, its reputation or the Project is placed in any jeopardy by the requirement for any such work, the Licensor may itself undertake, on prior notice to the Licensee, such work or any part thereof at the cost and expense of the Licensee.

(4) General Requirements

(a) Pollutants

If the Licensee shall bring or create upon the Project or the Premises any Pollutants or if the conduct of the Licensee's business shall cause there to be any Pollutants upon the Project or the Premises then, notwithstanding any rule of law to the contrary, such Pollutants shall be and remain the sole and exclusive property of the Licensee and shall not become the property of the Licensor notwithstanding the degree of affixation of the Pollutants or the goods containing the pollutants to the Premises or the Project and notwithstanding the expiry or earlier termination of this License and at the option of the Licensor any substance contaminated by such Pollutants shall become the property of the Licensee and the Licensee or, at the Licensor's option, the Licensor shall remove the same from the Project and make good any damage done in so doing; all at the cost and expense of the Licensee.

(b) Survival of Covenants

The obligations of the Licensee hereunder relating to the Pollutants shall survive the expiry or earlier termination of this License. To the extent that the performance of those obligations requires access to or entry upon the Premises or the Project or any part thereof the Licensee shall have such entry and access only at such times and upon such terms and conditions as the Licensor may from time to time specify. The Licensor may, at the Licensee's cost and expense, itself or by its agents, servants, employees, contractors and subcontractors, undertake the performance of any necessary work in order to complete such obligations of the Licensee; but having commenced such work, the Licensor shall have no obligation to the Licensee to complete such work.

This Subsection 10.20 (4) (b) supersedes any other provision of this License to the contrary.

10.21 Major Damage to Premises

Notwithstanding anything in this License contained, subject to the Licensee's right of earlier termination in Section 7.02, if in the opinion of the Licensor's architect or engineer given within 30 business days of a happening of damage or destruction, however caused, the Premises shall be damaged or destroyed to the extent that the Premises shall be incapable of being rebuilt or repaired or restored with reasonable diligence within 6 months after the occurrence of such damage or destruction, then either the Licensor or the Licensee at its option, may terminate this License by notice in writing to the other within 20 days after the giving of the opinion by the Licensor's architect or engineer. If notice is given by the Licensor or Licensee under this Section 10.25, then this License shall terminate from the date of such damage or destruction and the Licensee shall immediately surrender the Premises and all interest therein to the Licensor and the Licensor may thereafter re-enter and repossess the Premises. In the event of such termination, the License Fee and G.S.T. and all other amounts payable by the Licensee hereunder shall be adjusted on a per diem basis to the date of termination and any portion of the License Fee and G.S.T. paid in advance shall be refunded by the Licensor to the Licensee on a per diem basis to the date of termination.

10.22 Damage to Building

Notwithstanding that the Premises may not be affected, if in the opinion or determination of the Licensor or the Licensor's architect or engineer, as the case may be in each instance herein, rendered within 45 business days of the happening of damage or destruction, the Building shall be damaged or destroyed to the extent that any one or more of the following conditions exist:

- (i) in the reasonable opinion of the Licensor the Building must be totally or partially demolished, whether or not to be reconstructed in whole or in part; or
- (ii) in the reasonable opinion of the Licensor's architect or engineer the Building shall be incapable of being rebuilt or repaired or restored with reasonable diligence within 6 months after the occurrence of such damage or destruction; or
- (iii) more than 50% of the rentable area of the Building is damaged or destroyed as determined by the Licensor's architect or engineers;

then the Licensor may, at its sole option:

- (a) terminate this License by notice in writing to the Licensee given within 20 days after the rendering of the opinion or determination by the Licensor or the Licensor's architect or engineer as the case may be. If notice is given by the Licensor under this Section 10.22, then this License shall terminate from the date of such notice and the Licensee shall immediately surrender the Premises and all interest therein to the Licensor and the Licensor may thereafter re-enter and repossess the Premises; or
- (b) if the Building is damaged to the extent described in this Section 10.22 and the Licensor does not terminate this License, the Licensor will rebuild or repair the Building to base building standards, but the rebuilt or repaired Building may be different in configuration and design from that comprising the Project prior to the damage or destruction.

In the event of such termination, the License Fee and G.S.T. and all other amounts payable by the Licensee hereunder shall be adjusted on a per diem basis to the date of termination and any portion of the License Fee and G.S.T. paid in advance shall be refunded by the Licensor to the Licensee on a per diem basis to the date of termination.

10.23 Expropriation

If at any time during the Term the whole or any part of the Premises or any substantial portion of the Project shall be taken by any lawful power or authority by the right of expropriation, the Licensor may, at its option, give notice to the Licensee of termination of this License in its entirety, on the date when the Licensee or the Licensor is required to yield up possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Licensee shall immediately surrender the Premises and all its interest therein, and the Licensee shall forthwith pay to the Licensor all amounts which may be due to the Licensor up to the date of termination and any portion of the License Fee and G.S.T. paid in advance shall be refunded by the Licensor to the Licensee on a per diem basis to the date of termination. The Licensee shall have no claim upon the Licensor for the value of its property or the unexpired Term, but the parties shall each be entitled separately to advance their claims for compensation for the loss of their respective interests in the Premises so taken, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. However, to the extent that a part of the Project other than the Premises is expropriated, the full proceeds paid or awarded will belong solely to the Licensor. The Licensee will assign to the Licensor any rights it might have or acquire in respect of the proceeds or awards and will execute those documents that the Licensor reasonably requires in order to give effect to this intention.

Where used in this Section 10.23 "expropriation" means expropriated by governmental authority, or transferee, conveyed or dedicated in contemplation of a threatened expropriation and "expropriated" has a corresponding meaning.

10.24 Notify Licensor

The Licensee shall immediately notify the Licensor or its representative in the Project of any accidents or defects in the Project, the Premises or any systems thereof of which it is aware, and, as well, of any matter or condition of which it is aware, which may cause injury or damage to the Project or any person or property located therein.

10.25 Performance of Licensee's Operations

All covenants and agreements to be performed by the Licensee under any of the terms of this License shall be performed by the Licensee, at the Licensee's sole cost and expense, and without any abatement of the License Fee. If the Licensee fails to perform any act to be performed by it hereunder, and the failure continues for 5 days following written notice thereof, the Licensor may (but shall not be obligated to) perform the act without waiving or releasing the Licensee from any of its obligations relative thereto. All sums paid and costs incurred by the Licensor in so performing the act, plus 20% of such sums and costs for overhead and supervision, together with interest thereon at the then prevailing Prime Rate plus three (3) per cent annum from the date payment was made or such costs incurred by the Licensor, shall be payable by the Licensee to the Licensor on demand.

10.26 Sale, Conveyance and Assignment

Nothing in this License shall restrict the right of the Licensor to sell, convey, assign, pledge or otherwise deal with the Project, subject only to the rights of the Licensee under this License.

10.27 Effect of Transfer

A sale, conveyance or assignment of the Building or the Project by the Licensor shall operate to release the Licensor from liability from and after the effective date thereof in respect of all of the covenants, terms and conditions of this License, express or implied, to the extent they have been assumed by the Licensor's successor in interest by written agreement in favour of the Licensee and except as they may relate to the period prior to the effective date, and the Licensee shall thereafter look solely to the Licensor's successor in interest and to this License.

10.28 Subordination

Subject to Section 10.29, this License is and shall be subordinate in all respects to any and all mortgages (including deeds of trust and mortgage) now or hereafter placed on the Building or Lands and all advances thereunder, past, present and future, and to all renewals, modifications, consolidations, replacements and extensions thereof. The Licensee agrees to execute promptly and in any event within 10 days after request therefor an instrument of subordination as may be requested, provided the Licensor shall use its reasonable best efforts to obtain an acknowledgement that the Licensee's rights shall not be impaired so long as the Licensee is not in default hereunder.

10.29 Subsequent Purchaser

The Licensee agrees, whenever requested by any mortgagee (herein called the "Purchaser") by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust or by delivery of a deed in lieu of such foreclosure or other proceeding, to become the licensee of such Purchaser under all of the terms of this License. The Licensee agrees to execute promptly and in any event within 10 days after a request by any Purchaser an instrument or License in accordance with the terms hereof.

10.30 Effect

Upon becoming the licensee of the Purchaser pursuant to Section 10.29, this License shall continue in full force and effect as a direct license between the Purchaser and the Licensee, upon all of the same terms, conditions and covenants as are set forth in this License except that thereafter, the Purchaser and its successors in title shall not be:

- (a) liable for any act or omission of the Licensor, or
- (b) subject to any offsets or defense which the Licensee might have against the Licensor.

10.31 Estoppel Certificates

The Licensee shall whenever requested by the Licensor, a prospective purchaser or any mortgagee, (including any trustee under a deed of trust and mortgage) promptly and in any event within 10 days after request, execute and deliver to the Licensor or to any party designated by the Licensor a certificate in writing as to the then status of this License, including as to whether it is in full force and effect, is modified or unmodified, confirming the License Fee payable hereunder and each element thereof and the then state of the accounts between the Licensor and the Licensee, the existence or non-existence of defaults, and any other matter pertaining to this License in respect of which the Licensor shall request a certificate, and provide such other information as may be reasonably required. The party or parties to whom such certificates are addressed may rely upon them.

10.32 Entire Agreement

There is no promise, representation or undertaking by or binding upon the Licensor except such as is expressly set forth in this License, and this License and any schedules hereto contain the entire agreement between the parties hereto.

10.33 No Registration of Licenses or Notices

The Licensee covenants and agrees with the Licensor that the Licensee will not register or apply to register this License or any notice of this License or any interest under this License in any Registry or Land Titles Office and waives any statutory obligation upon the Licensor to execute and deliver this License in registerable form. The Licensee shall, at its own cost, promptly on request, discharge any registration or filing or notice that contravenes this Section. Notwithstanding the foregoing, the Licensor may elect to require this License or notice of this License to be registered at the expense of the Licensee.

10.34 Demolition/Substantial Renovation

Notwithstanding any other provision of this License, the Licensor may terminate this License at any time upon giving the Licensee 6 month's notice of such termination if it is the Licensor's intention to demolish, redevelop or substantially renovate all or part of the Building.

10.35 Relocation

The Licensor shall have the right, at any time and from time to time before and during the Term and any renewal of this License, to change the location of the Premises or any Access Right or Utilities Right appurtenant thereto from the location described in this License to another location anywhere else in the Building. Provided that the Licensor shall give the Licensee reasonable notice of not less than thirty (30) days of such relocation and the Licensor shall reimburse the Licensee for all reasonable costs directly related to such relocation, but not including any indirect costs such as lost profits during the relocation period or damages for inconvenience provided that the new location of the Premises shall be reasonably comparable in size to the Premises and are capable of being used by the Licensee for the purpose described in section 4.01 of this License. Provided further that the Licensee shall not be required to vacate or cease its use of the Premises and the Equipment hereunder until it shall have installed new equipment in the new location and its Telecommunications system shall be fully operative.

10.36 Amendment or Modification

No amendment, modification or supplement to this License shall be valid or binding unless set out in writing and executed by the Licensor and the Licensee with the same degree of formality as the execution of this License.

10.37 Legal and Administration Costs

The Licensee shall indemnify the Licensor against all reasonable legal fees (on a solicitor and client basis) and disbursements incurred by the Licensor or its Manager or agents in connection with any assignment, approval or consent or in the event of default arising from this License, including the Licensor's reasonable administrative charges relating to any such assignment, approval or consent. All such reasonable costs and charges shall be paid by the Licensee to the Licensor forthwith upon demand.

10.38 Successors and Assigns

Subject to the specific provisions contained in this License to the contrary, this License shall enure to the benefit of and be binding upon the successors and assigns of the Licensor and the heirs, executors and administrators and the permitted successors and assigns of the Licensee.

10.39 Survival of Covenants and Indemnities

All obligations of the Licensee which arise during the Term pursuant to this License and which have not been satisfied at the end of the Term and all indemnities of the Licensee contained in this License shall survive the expiration or other termination of this License.

10.40 Alterations by Licensee

The Licensee may from time to time at its own expense make changes, additions and improvements to the Premises to better adapt the same to its business, provided that any change, addition or improvement shall:

(a) comply with the requirements of the Licensor's insurer and any governmental authority having jurisdiction;

(b) be made only after the Licensee's plans that affect or pertain to any structural, electrical or mechanical components of the Premises or additions thereto and specifications therefor have received the prior written consent of the Licensor, such consent not to be unreasonably withheld; all out of pocket costs incurred with respect to such approval to be at the expense of the Licensee. Any changes, additions and/or improvements affecting the Building's electrical, mechanical and/or structural components shall only be performed by contractors approved of by the Licensor prior to commencing such work, the Licensor acting reasonably. Any workers selected by the Licensee and approved of by the Licensor, if so requested by the Licensor acting reasonably, must deliver to the Licensor before the commencement of any work performance and payment bonds as well as proof of workers' compensation and public liability and property damage insurance coverage, with the Licensor named as an additional insured, and such insurance shall be in amounts satisfactory to the Licensor, the Licensor acting reasonably, and such insurance shall remain in effect during the entire period in which the work will be carried out;

(c) be carried out in a good and workmanlike manner.

10.41 Delegation of Authority

Subject to Section 10.38, the managing agent of the Licensor may act on behalf of the Licensor in any manner provided for herein.

10.42 Time of Essence

Time shall be of the essence hereof.

10.43 CRTC

The Licensor and the Licensee acknowledge that the access rights of telecommunications providers in multi-tenant buildings is currently the subject of a regulatory proceeding initiated by the Canadian Radio-television and Telecommunications Commission (ACRTC@). In the event the CRTC issues a ruling or decision in respect of such access rights while this License is in effect, this License shall be amended by the parties in such a manner so as to give effect to such ruling or decision, and all appropriate adjustments in respect of any amounts paid under this License immediately shall be made between the parties to ensure that this License is brought into conformity with such ruling or decision, including, without limitation, the termination of this License if necessary.

IN WITNESS WHEREOF the Licensor and Licensee have executed this License as of the date first set forth above.

LICENSOR: PENSIONFUND REALTY LIMITED

By: Name:
Title: c/s

By: Name:
Title:

WITNESS to signature of Licensee

signature: _____

print name: _____

address: _____

occupation: _____

LICENSEE: MTS COMMUNICATIONS INC.

By: Name:
Title: c/s

By: Name:
Title:

I/WE have authority to bind the Corporation

SCHEDULE A

The Lands

Legal Description

In the City of Winnipeg, in the Province of Manitoba, being in accordance with the Special Survey of said City, and being Lots Five Hundred and Sixty-One (561), Five Hundred and Sixty-Two (562) and Five Hundred and Sixty-Three (563), in Block Three (3), which lots are shown on a Plan of Survey of part of Lot One (1) of the Parish of Saint John, registered in the Winnipeg Land Titles Office, Winnipeg Division, as No. 129.

MUNICIPAL ADDRESS

363 Broadway
Winnipeg, Manitoba
R3C 0N9

SCHEDULE B

The Plan

[Plan to be attached showing the Premises, being the whole or a portion of the Building, or the lands adjacent, as the case may be, and indicating the dimensions of same and showing location of Utilities Right.]

SCHEDULE C

RULES AND REGULATIONS

1. **Definition** - In these rules and regulations, "Licensee" includes the employees, servants, agents, invitees and sublicensees of the Licensee and others over whom the Licensee can reasonably be expected to exercise its control.
2. **Common Elements** - The Licensor reserves entire control of the Common Elements and will maintain them in such manner as it deems best for the benefit of the tenants of the Building generally. The Licensor reserves the right to restrict and regulate the use of the Common Elements by the Licensee and by persons making deliveries to the Licensee.
3. **Smoking** - Smoking is not permitted in the Common Elements, except as may be otherwise designated. The Licensor shall have the right, in its sole discretion, to determine whether any designated smoking area shall be established, and the size and location of any such area.
4. **Obstructions** - The sidewalks, driveways, entrances, vestibules, passages, corridors, halls, elevators and stairways shall not be encumbered or obstructed by the Licensee or be used by it for any purpose other than for entrance to and exit from the Premises.
5. **Deliveries** - The Licensee shall not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walkway, parking area, or other Common Elements. The Licensee shall ensure that deliveries of materials and supplies to the Premises are made through such entrances, elevators and corridors and at such times as may from time to time be designated by the Licensor and shall promptly pay or cause to be paid to the Licensor the cost of repairing any damage in or to the Building caused by any person making such deliveries. The Licensor reserves the right to remove at the expense and risk of the owner any vehicle not using designated "Vehicle Standing" areas.
6. **Security** - The Licensor may from time to time adopt appropriate systems and procedures for the security and safety of the Building including restricting access during non-business hours and the Licensee shall comply with the Licensor's reasonable requirements relating thereto.
7. **Locks** - No additional locks or bolts of any kind shall be placed by the Licensee upon any of the doors or windows of the Premises, nor shall any changes whatsoever be made to existing locks or the mechanics thereof except by the Licensor at its option. The Licensee shall not permit any duplicate keys to be made, but additional keys as reasonably required shall be supplied by the Licensor when requested by the Licensee in writing and at the Licensee's expense. Upon termination of the Licensee's License, the Licensee shall surrender to the Licensor all keys of the Premises and other part or parts of the Building together with any parking passes or other devices permitting entry.
8. **Antennae** - The Licensee shall not mount or place an antenna or aerial of any nature on the exterior of the Premises or Building.
9. **Garbage** - The handling and disposal of garbage shall comply with arrangements prescribed by the Licensor from time to time. No disproportionate or abnormal quantity of waste material shall be allowed to accumulate in the Premises and the cost of removal or clearing in excess of such normally provided Service may be charged to the Licensee.
10. **Repairs, Alterations and Improvements** - The Licensee shall carry out repairs, maintenance, alterations and improvements in the Premises only during times agreed to in advance by the Licensor and in a manner which will not interfere with the rights of other tenants in the Building.
11. **Maintenance** - The Licensee will provide adequate facilities and means to prevent the soiling of walls, floors and carpets in and abutting the Premises whether by shoes, overshoes, any acts or omissions of the Licensee or otherwise.

12. **Installations and Wiring** - The Licensee shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the Premises and the Building except with the prior written consent of the Licensor and as it may direct. If the Licensee desires electrical or communications connections, the Licensor reserves the right to direct qualified persons as to where and how the wires should be introduced, and without such directions, no boring or cutting for wires will be permitted. No gas pipe or electric wire will be permitted which has not been ordered or authorized in writing by the Licensor.
13. **Heating, Air Conditioning and Plumbing Systems** - The Licensee shall not attempt any repairs or alterations or modifications to the heating, air conditioning or plumbing systems.
14. **Water Fixtures** - The Licensee shall not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the Licensee shall pay the cost of any breakage, stoppage or damage resulting from a violation of this provision.
15. **Personal Use of Premises** - The Premises shall not be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes as permitted under the License.
16. **Solicitations** - The Licensor reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Building.
17. **Heavy Articles** - The Licensee shall not, in the Premises or the Building, bring in, take out, position, construct, install or move any safe, business machinery or other heavy machinery or equipment or anything liable to injure or destroy any part of the Building without the prior written consent of the Licensor. In giving such consent, the Licensor shall have the right, in its sole discretion, to prescribe the permitted weight and the position thereof, and the use and design of planks, skids or platforms required to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or machinery shall be repaired at the expense of the Licensee. The moving of all heavy equipment or other machinery shall occur only by prior arrangement with the Licensor.
18. **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.
19. **Furniture and Equipment** - The Licensee shall ensure that furniture, equipment and fixtures being moved into or out of the Premises are moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the Licensor and shall promptly pay or cause to be paid to the Licensor the cost of repairing any damage in the Building caused thereby.
20. **Heating** - The Licensee shall not use any means of heating or cooling the Premises other than that provided by or specifically otherwise permitted by the Licensor.
21. **Undue Electrical Loads, Heat, Vibration** - No material or equipment which could cause undue loads on electrical circuits, or undue vibration, heat or noise shall be brought into the Building or used therein by or on behalf of the Licensee, and no machinery or tools of any kind shall be affixed to or used in the Premises without the prior written consent of the Licensor.
22. **Fire Regulations** - No Licensee shall do or permit anything to be done in the Premises or bring or keep anything therein which will in any way increase the risk of fire, or obstruct or interfere with the rights of other tenants, or violate or act at variance with the laws relating to fires or with the regulations of the Fire Department or the Board of Health. The Licensee shall cooperate in any fire drills and shall participate in all fire prevention or safety programs designated by the Licensor.
23. **Flammable Materials** - No flammable oils or other flammable, dangerous or explosive materials shall be kept or permitted to be kept in the Premises.

24. **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 other Common Elements for any such purpose. The Licensee shall not permit in the Premises the use of equipment for the preparation, serving, sale, distribution, or dispensing of food and beverages except with the prior written consent of the Licensor and in accordance with arrangements approved by the Licensor.
25. **Notice of Accidents** - The Licensee shall give immediate notice to the Licensor in case of fire or accident in the Premises or in the Building, or in case of defects therein or in any fixtures or equipment thereof, notwithstanding the Licensor may have no obligations with respect thereto.
26. **Janitorial Services** - The Licensee shall not use or engage any person or persons other than the janitor or janitorial contractor of the Licensor for the purpose of any cleaning of the Premises, except with the prior written consent of the Licensor.
27. **Dangerous or Immoral Activities** - The Licensee shall not make any use of the Premises which could result in risk or injury to any person, nor shall the Premises be used for any immoral or criminal purpose.
28. **Proper Conduct** - The Licensee shall not perform any acts or carry on any practice which may damage the Common Elements or be a nuisance to any other tenant in the Project.
29. **Additional Rules and Regulations** - The Licensor shall have the right to make such other and further reasonable rules and regulations as in its sole judgment may from time to time be necessary or of benefit for the safety, care, cleanliness and appearance of the Project, and for the preservation of good order therein.
30. Any authorization, permission, consent or approval of the Licensor required under these rules and regulations shall not be unreasonably withheld.