

TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

320 FRONT STREET PORTFOLIO INC.

(“Licensor”)

- and -

TELUS COMMUNICATIONS INC.

(“Licensee”)

INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT made as of the 1st day of May, 2018 between 320 FRONT PORTFOLIO INC., as Licensor and TELUS COMMUNICATIONS INC. as Licensee. The information is as follows:

Building 310: The office building municipally known as 310 Front Street West, in the City of Toronto, in the Province of Ontario

Building 320: The office building municipally known as 320 Front Street West, in the City of Toronto, in the Province of Ontario

Building 330: The office building municipally known as 330 Front Street West, in the City of Toronto, in the Province of Ontario

Building: Collectively all of Building 310; Building 320; and, Building 330.

Floor Area of Deemed Area of Building 310: estimated to be forty-eight (48) square feet in the equipment rooms located on P1 level within Building 310, cross hatched on the plan attached hereto as Schedule "A".

Floor Area of Deemed Area of Building 320: estimated to be forty-eight (48) square feet in the equipment rooms located on P1 level within Building 320, cross hatched on the plan attached hereto as Schedule "A".

Floor Area of Deemed Area of Building 330: estimated to be forty-eight (48) square feet in the equipment rooms located on P1 within Building 330, cross hatched on the plan attached hereto as Schedule "A".

Commencement Date: August 1, 2018

License Fee: the annual sum of four thousand five hundred (\$4,500.00) plus HST. The License Fee shall be payable annually in advance beginning on the Commencement Date and thereafter on each anniversary without deduction, set off or abatement.

Hydro: Licensee represents, warrants, covenants and agrees that the Licensee's Equipment in the Building is passive and does not now nor will it require any power usage throughout the Term of this Agreement and any Extension Term. If at any time during the Term or any Extension Term Licensee consumes hydro, Section 6 of this agreement will apply.

Notices:

Licensors

310/320/330 Front Street West
3625 Dufferin Street, Suite 500
Toronto, ON M3K 1N4
Attention: Legal Department

Licensee

Telus Communications Inc.
25 York Street, Floor 22
Toronto, ON M5J 2V5
Attention: Building Access Manager

Extension Term(s): two (2) period(s) of five (5) years

Term: five (5) years, starting on the Commencement Date, and ending on September 30, 2023

TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 1st day of May, 2018.

B E T W E E N:

320 FRONT PORTFOLIO INC.

(hereinafter "Licensor")

- and -

TELUS COMMUNICATIONS INC.

(hereinafter "Licensee")

1. DEFINITIONS

In this Agreement the capitalized terms appearing herein shall mean the following:

"Affiliate": a company that is affiliated with another within the meaning of the *Canada Business Corporations Act*.

"Agreement": this agreement, its Exhibits and Schedules and Information Page.

"Broadcasting": any transmission of programs, whether or not encrypted, by radio waves or other means of telecommunication for reception by the public by means of any device.

"Building": the building situated on the Lands; municipally described on the Information Page.

"Business Day": a day that is not Saturday, Sunday, or a statutory or civic holiday in the province in which the Building is located.

"Cable": fibre optic, coaxial, copper cables and wires.

"Commencement Date": the date stated as the Commencement Date on the Information Page.

"Communications Equipment": cabinets, racks, electronic equipment and other equipment that (i) have been installed by Licensee or a corporate predecessor of Licensee, before the date of this Agreement, or (ii) are installed, or are to be installed by Licensee, in the Deemed Area, and (iii) such other equipment as may be installed by Licensee during the Term and Extension Term, as approved by Licensor in accordance with Section 7. Licensor approved Communications Equipment is set out on Schedule "A-2" hereto. Detailed drawings attached hereto as Schedule "A-3" provided by Licensee.

"Communications Spaces": telecommunications pathways and cable pathways designated by Licensor, acting reasonably, for use by Licensee to provide Services to tenants and occupants of

the Building and such other pathways used by Licensee during the Term and Extension Term as approved by Licensor in accordance with Section 7.

“Connecting Equipment”: the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that (i) have been installed by Licensee or a corporate predecessor of Licensee before the date of this Agreement, or (ii) are installed, or to be installed by Licensee, through the Entrance Link, and in the Communication Spaces, and (iii) such other connecting equipment as may be installed by Licensee in the Building during the Term and Extension Term, as approved by Licensor in accordance with Section 7, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

“Cross Connection”: the connection of one wire or cable under the management and control, or ownership of one party to a wire or cable under the management and control or ownership of another, by anchoring each wire or cable to a connecting block and placing a third wire between the two, or by any other means, and any other connection of the telecommunications system or any of its components that is under the management, control or ownership of one party to that of another, or any of its components.

“CRTC”: the Canadian Radio-television and Telecommunications Commission or any successor body thereto.

“Deemed Area”: the areas shown hatched in black on Schedule “A”, which may be relocated as provided for in Section 2(e).

“Entrance Cable”: the Cable installed or to be installed by Licensee that connects Licensee’s telecommunications network from the property line of the Lands to the Communications Equipment and to the Main Distribution Frame and includes the tie Cables between the Communications Equipment and the Main Distribution Frame.

“Entrance Link”: the coresleeve, or other penetration designated by Licensor through the Building’s foundation walls or elsewhere containing the Entrance Cable.

“Equipment Room”: the area containing the Main Distribution Frame for the Building as of the date of this Agreement.

“Event of Default”: defined in Section 17.

“Existing Equipment”: that part of the Licensee’s Equipment installed before the date of this Agreement.

“Extension Term”: the extension term(s) noted on the Information Page.

“Fee”: any amount payable by Licensee under this Agreement.

“Hazardous Substance”: any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Building is situated or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but

not limited to polychlorinated biphenals, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

“In-Building Wire”: as defined by the CRTC, constitutes copper wires, Cable and other facilities which originate in the Equipment Room and run to the telephone closet on each floor and thereafter to but not within the premises of the tenants or occupants in the Building.

“including”: when used herein, means “including, without limitation”.

“Information Page”: the sheet attached to this Agreement as “Page IP”.

“Inside Wire”: wires and other facilities which are usually in, or in proximity of, premises of the tenants or occupants of the Building, and which are under those persons’ or entities’ responsibility and control.

“Lands”: the lands occupied by the Building.

“LEC”: a local exchange carrier regulated by the CRTC.

“Licensee’s Equipment”: the Communications Equipment and the Connecting Equipment.

“License Fee”: the annual sums stated as the License Fee on the Information Page.

“Main Distribution Frame”: the main distribution frame or other physical location for the Cross Connection of a TSP’s Entrance Cable to the In-Building Wire located in the Building.

“Multi-Dwelling Unit Building”: as defined by the CRTC in Decision 2003-45 constituting a building with at least two units and at least one unit occupied by a tenant.

“Owner(s)”: the owner or owners from time to time of both or either of the freehold or leasehold title of the Lands and the Building.

“Plans and Specifications”: the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Section 7(a).

“Prime”: the rate quoted from time to time as its “Prime Rate” for commercial loans in the City in Canada where Licensor’s head office is situated, by the Chartered Canadian Bank designated from time to time by Licensor.

“Recoverable Costs”: the costs and expenses particularized on Exhibit “1” for building services requested of Licensor by Licensee or causal to Licensee’s construction and installation activities relating to the provision of the Services in the Building. Licensor shall have the right, but not the obligation, to determine such Recoverable Costs plus fifteen (15%) percent of the amount thereof on a reasonable basis and require Licensee to pay such Recoverable Costs on demand. However, Recoverable Costs shall not include costs that would be incurred by Licensor in any event, costs that have already been incurred by the date of execution of this Agreement, the costs associated with the negotiation, management, administration, monitoring and enforcement of this Agreement or of other agreements with TSPs, or (except for charges for services identified in Exhibit “1” and provided by the Riser Manager) fees in relation to a Riser Manager.

“Released Licensor Persons”: Licensor and Owner(s), their respective Affiliates, the Riser Manager (if any), and property manager of the Building and any lender that holds security on the Building, and the respective officers, directors, employees, agents and contractors, of all and any of them.

“Riser Manager”: a person or entity retained by Licensor to provide management and supervision services for all or part of the raceways, risers, ducts, conduits, sleeves, communications pathways (including the Communications Spaces), roof areas and other telecommunications related facilities in or serving the Building.

“Services”: the telecommunications or other communications services to be provided by Licensee to tenants or occupants in the Building.

“Term”: the period of time stated as the Term on the Information Page.

“TSP”: a telecommunications or other communications service provider.

2. GRANT

- (a) Licensor grants to Licensee for the Term and any Extension Term, a non-exclusive license:
 - (i) to install, operate, maintain, repair, improve, replace, and remove, at Licensee’s sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
 - (ii) to use the Deemed Area, Entrance Link, Main Distribution Frame, and Communications Spaces;
 - (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and
 - (iv) to connect the Licensee’s Equipment to the In-Building Wire and Inside Wire.
- (b) Licensee shall be provided access to the Lands and Buildings in order to exercise its non-exclusive license, twenty four (24) hours per day, three hundred and sixty five (365) days per year subject to:
 - (i) Licensor’s reasonable security requirements;
 - (ii) the notice requirement as provided in Section 9(b); and
 - (iii) an event of Force Majeure as provided in Section 30.
- (c) Licensee shall have a non-exclusive license to use the Equipment Room and Deemed Area for the sole purpose of providing Services to tenants and occupants in the Building. Licensee is expressly forbidden to serve other properties from the Building.

- (d) Licensors shall have the right at any time, including where the Deemed Area becomes damaged and it is not feasible to restore within ninety (90) days after the damage, to require Licensee to relocate within the Building any or all of the Licensee's Equipment, and the Deemed Area. Upon receipt of not less than thirty (30) days advance written notice from Licensors, or such lesser period of time as agreed between the parties (a "Relocation Notice") Licensee shall relocate the Licensee's Equipment and the Deemed Area at Licensee's sole cost and expense.
- (e) Licensors makes no warranty or representation that the Equipment Room, Deemed Area, the Communications Spaces or any part of the Building is or are suitable for Licensee's use. Licensee assumes all risk at its cost in respect of such suitability.
- (f) Licensors may grant, renew or extend similar licenses to other suppliers of telecommunications services. The License granted by this Agreement may only, and will automatically, be revoked contemporaneously with the expiry or termination of this Agreement in accordance with the terms hereof.
- (g) Licensee agrees to take reasonable steps to assist Licensors in improving the space and operating efficiencies within the Building by undertaking the following, at Licensee's cost, at the request of Licensors and within timeframes approved by Licensors, acting reasonably:
 - (i) identifying Existing Equipment;
 - (ii) upon reasonable request from Licensors, in order to achieve improved space and operating efficiencies in connection with specific cases, examining, identifying and labelling specific items of Existing Equipment;
 - (iii) relocating, reconfiguring and improving space and operating efficiencies related to Existing Equipment in accordance with the reasonable requests of Licensors, but subject to Section 2(d); and
 - (iv) upon request from Licensors and with reasonable time to respond in the circumstances, providing to Licensors its existing available information on its Existing Equipment, e.g. concerning types of wiring, wiring casings, materials used in the Existing Equipment, sizes, capacities and other information, where that other information may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of Licensors's insurers.
- (h) The relationship between Licensors and Licensee is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

3. FEES

- (a) Licensee agrees to pay the License Fee to Licensors annually in advance without any set-off, deduction or abatement whatsoever.

- (b) Licensee shall also pay to Licensor any Recoverable Costs incurred by it within sixty (60) days after receipt of each itemized invoice, without deduction or set off.
- (c) Interest will accrue at an annual rate of interest equal to Prime plus three percent (3%) per annum on any arrears of Fees payable by Licensee, and will be payable on demand by Licensee.
- (d) Value added taxes and similar taxes such as "HST" or "GST" are payable by Licensee on all Fees.

4. TERM

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page.
- (b) Provided that Licensee is not then in default of any of its obligations under this Agreement and has not been in default at any time during the Term beyond the applicable cure period, then Licensee shall have the option to extend this Agreement for two (2) further terms of five (5) years each, for clarity, being respectively known as the ("First Extension Term") and the ("Second Extension Term"), collectively the ("Extension Term"). Each Extension Term shall be on the same terms and conditions as contained herein, subject to minor changes as may be required by the parties, and (i) there shall be no further right to extend after the expiry of the second Extension Term; (ii) the License Fee shall be such increased amount as set out in subsection (c) below; and (iii) there shall be no allowance or rent-free period for any Extension Term and the Deemed Area shall be accepted by Licensee in "as is" condition at the commencement of any Extension Term without Licensor being required to perform any work. The right to extend shall be exercisable by notice to Licensor by not later than six (6) months prior to the expiry of the Term or the First Extension Term, as the case may be, failing which such right shall be null and void and forever extinguished.
- (c) The License Fee payable during the First Extension Term shall five thousand one hundred and seventy-five dollars (\$5,175.00) per annum plus HST. The License Fee payable during the Second Extension Term shall be five thousand nine hundred and fifty-one dollars and twenty five cents (\$5,951.25) per annum plus HST.

5. USE

Licensee shall have a non-exclusive license to use the Communications Spaces, Deemed Area and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in the Building and for no other purpose whatsoever. Licensee and its employees, contractors and agents must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Agreement prohibits the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment and all types of broadcasting equipment and services, without further agreement with Licensor.

6. ELECTRIC UTILITIES

Licensors shall estimate, from time to time, acting reasonably, the amount of electricity consumed by Licensee which amount plus an administration fee of fifteen percent (15%) of the amount shall be paid by Licensee when it is billed. Licensors shall notify Licensee in advance of any planned utility outages that may interfere with the Licensee's Equipment use but shall not be responsible for any losses, costs or expenses suffered as a result of any outages whether or not notice of such planned utility outages was provided. Licensors has no obligation to provide emergency or "backup" power to Licensee. Any provision of emergency or "backup" power shall be the sole responsibility and cost of Licensee. Notwithstanding the foregoing, Licensee represents, warrants, covenants and agrees that the Licensee's Equipment is passive and does not now nor will it require any power usage throughout the Term of this Agreement and any Extension Term.

7. CONSTRUCTION

- (a) Subject to what is stated below, and as further detailed in Schedule "B" hereto, and unless otherwise waived in writing by Licensors following written request by Licensee, prior to performance of any work, or the making of any installation, and prior to changes, alterations or upgrades to any existing work or installation in the Building (collectively, "Proposed Work"), Licensee shall, at its sole cost and expense, prepare and deliver to Licensors, for Licensors's approval, working drawings, plans and specifications for the Proposed Work detailing the type, size and location of the Licensee's Equipment that is proposed to be installed, altered or removed, the Communication Spaces to be used by Licensee and the Deemed Area, all specifically describing the proposed construction and work. All working drawings, plans and specifications must be prepared in accordance with applicable engineering standards, and will be considered as part of the Plans and Specifications when they have been approved by Licensors, in writing. No work shall commence until Licensors has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans, or has waived in writing the requirement to provide such documentation. Licensors's approval of Plans and Specifications is not deemed a representation that the Licensee's Equipment will not cause interference with other systems in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with Licensee. Despite what is stated above, only an initial "Bay Layout" will be required to be provided by Licensee in respect of equipment intended to be installed in the racks installed inside the Deemed Area and, technical specifications in respect of that equipment will not be required to be provided other than specifications relating to heat generated by the equipment and electrical consumption, provided, however, that in the event of any changes in respect of any installed equipment, Licensee shall provide to Licensors an amended "Bay Layout".
- (b) Licensee represents and warrants that the installation of Licensee's Connecting Equipment, Entrance Cable and Cable shall be in strict compliance with the approved Plans and Specifications.

- (c) Licensee agrees that installation, construction, operation and maintenance shall be performed:
- (i) in a neat, responsible, and good and workmanlike manner;
 - (ii) strictly consistent with such reasonable requirements as shall be imposed by Licensor and communicated in advance to Licensee in writing, including the Telecommunications Wiring and Construction Management Schedule attached hereto as Schedule "B";
 - (iii) in accordance with all applicable laws, rules and regulations, including all applicable laws pertaining to workers' compensation; and
 - (iv) using only contractors approved in writing by Licensor (it being acknowledged that, without limitation, a lack of, or incompatible union affiliation of a contractor is a reasonable basis for failing to approve a contractor).

Before commencing the Services, Licensee shall provide evidence satisfactory to Licensor that it and all of its contractors and agents have all required workers' compensation registrations.

- (d) Licensee shall label each Cable installed by Licensee on or after the date of this Agreement in the Communications Spaces, in each telephone closet through which the Cables pass, and, in addition, at any intervals and at additional locations that Licensor might reasonably require. The labelling will be in a format approved by Licensor acting reasonably.
- (e) Not more than once in any year, Licensor may require Licensee to deliver a report identifying all Connecting Equipment installed by Licensee, and the customers that it serves. If any of the Connecting Equipment becomes surplus and is no longer required by Licensee, Licensor may, on thirty (30) days' notice to Licensee require Licensee at Licensee's cost, to remove all or part of the surplus portions of the Connecting Equipment and restore any damage caused by the installation and/or removal thereof. No compensation will be payable by Licensor to Licensee in respect of any surplus components of the Connecting Equipment that are required to be removed as required above.
- (f) Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to Licensor prior to commencement of construction and work. the Licensee's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over Licensee's operations.
- (g) Licensee shall not, during construction or otherwise, block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways or any other common areas of the Building.

- (h) Licensee may amend or supplement the Plans and Specifications approved by Licensor, from time to time, with the written consent of Licensor, for the purpose of serving tenants and occupants of the Building. All terms and conditions of this Section 7 shall apply to any such subsequent amendment or supplement to the Plans and Specifications.
- (i) Prior to the installation of any Licensee's Equipment under this Agreement, Licensee will also provide to Licensor whatever information Licensor reasonably requires concerning types of wiring casings, materials used in the Licensee's Equipment, sizes, capacities and other information which may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of Licensor's insurers. From time to time at reasonable intervals, Licensor may require Licensee to update the information referred to above in connection with the Licensee's Equipment and Licensee will complete the update by confirmation in writing no later than ten (10) Business Days after written request.

8. COVENANTS

- (a) Licensee covenants as follows:
 - (i) Licensee shall, at its sole cost and expense, operate, maintain and repair the Deemed Area and the Licensee's Equipment in accordance with proper telecommunication industry operating conditions and maintain them in satisfactory condition as to health and safety and in compliance with all applicable laws, rules and regulations, including all applicable environmental laws.
 - (ii) Licensee shall, at its sole cost and expense, repair any damage to the Building, Communications Spaces and any other property owned by Licensor or by any lessee or licensee of Licensor or by any tenant or other occupant of the Building where such damage is caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If Licensee fails to repair or refinish the damage, Licensor may repair or refinish such damage and Licensee shall reimburse Licensor forthwith on demand against receipt of invoice from Licensor all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs.
 - (iii) Licensee shall not interfere with the use and enjoyment of the Building by Licensor or by lessees or licensees of Licensor or tenants or occupants of the Building. If such interference occurs, Licensor may give Licensee written notice thereof and Licensee shall correct same as soon as possible but not more than twenty-four (24) hours after receipt of notice, provided that if the correction cannot be completed within twenty-four (24) hours and Licensee has commenced, and is exercising due diligence to complete, the corrective action, then within forty-eight (48) hours. If Licensee fails to correct the conditions or remove such interference after proper notification, Licensor may take any action Licensor deems appropriate to

correct the conditions or remove same, all at the cost of Licensee, plus an administration fee equal to fifteen percent (15%) of those costs, payable forthwith on demand against receipt of invoice from Licensors.

- (iv) The Licensee's Equipment shall not disrupt, adversely affect, or interfere with other providers of communications services in the Building, the Building's operating, elevator, safety, security, or other systems, or with any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties. Licensee shall correct such disruption, adverse effect or interference as soon as possible but not more than twenty-four (24) hours after receiving written notice of such disruption, adverse effect or interference provided that if the correction cannot be completed within twenty-four (24) hours and Licensee has commenced, and is exercising due diligence to complete, the corrective action, then within forty-eight (48) hours.
- (v) Licensee will comply with all Building rules, including respecting access, as periodically adopted by Licensors, acting reasonably, and any applicable laws and regulations, and will cause its agents, employees, contractors, invitees and visitors to do so.
- (vi) Licensee will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Deemed Area, the Equipment Room, the Licensee's Equipment and In-Building Wire, including Licensee's provision of services.
- (vii) Licensee will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the In-Building Wire and will not grant the right to, or permit, any third parties to remove any of Licensee Equipment from the Lands or Building. Despite the foregoing, Licensors acknowledges and agrees that Licensee is permitted to allow other local exchange carriers to connect to and use copper In-Building Wire under its responsibility and control and conversely, to connect to and use copper In-Building Wire under the control and responsibility of other local exchange carriers, at no cost.
- (viii) Subject to Schedule "A-1", except as required or mandated by the CRTC, Licensee will not permit any other TSP to co-locate equipment in its Deemed Area nor will it permit any third party supplier to Cross Connect to any of the Licensee's Equipment or to use any part of the Licensee's Equipment for the purpose of providing telecommunication or similar services to customers in the Building
- (ix) Licensee will not use any part of the Licensee's Equipment as a network, hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network where disruption of the operation or use of

the Licensee's Equipment or any part of it would have the effect of disrupting service to persons outside of the Building.

- (x) Licensee will strictly comply with all occupational health and safety legislation, Workers' Compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable.
 - (xi) If Licensor elects to retain a Riser Manager, Licensee will, to the extent directed by Licensor (i) recognize the Riser Manager as the duly authorized representative of Licensor, and (ii) abide by all reasonable policies, directions and decisions of the Riser Manager pertaining to matters such as the use of Communication Spaces and other areas within the Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns, except to the extent that such policies, directions or decisions may be inconsistent with the terms and conditions of this Agreement, in which case the terms and conditions of this Agreement shall supersede. Despite the foregoing or anything else contained herein to the contrary, and unless agreed to in writing by Licensee in its sole discretion, Licensee shall not be required to use the services of any Riser Manager or any other third party for any In-Building Wire, or to pay for the costs of any Riser Manager or any other third party except for costs properly includable as Recoverable Costs and costs expressly provided for in this Agreement.
 - (xii) Licensee and any servants, agents, employees, contractors, invitees, licensees and other persons for whom Licensee is in law responsible shall execute such documentation as Licensor may require prior to accessing any portion of the Building pursuant to which such individual releases any claims it may have against Licensor or those for whom Licensor is in law responsible for any injury to or death of any person occurring on or about the Building.
 - (xiii) Licensee shall maintain the confidentiality of, and not disclose to any person, any information pertaining to the non-public areas of the Building, and its layout and specifications, except to its employees, contractors and agents with a need to know such information in order to perform the Services.
- (b) Licensor covenants:
- (i) To the extent failure to do so materially, adversely affects Licensee's operations in the Building, to operate, repair and maintain the Building and Building systems and the Lands in a safe operating condition;
 - (ii) That any consent or approval of Licensor pursuant to the terms of this Agreement shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for;

- (iii) Subject to Licensee reimbursing Licensor for Licensor's reasonable costs in doing so, and subject to payment to Licensor of an administration fee of fifteen percent (15%) of those costs, to cooperate with Licensee, to the extent reasonable, in obtaining all necessary consents, permits and authorizations that may be required for Licensee's construction, installation and operations provided for in this Agreement, in or in respect of the Building; and
- (iv) If the operation of the Licensee's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Building, Licensor shall, to the extent that it is commercially reasonable, upon being provided by Licensee with written notice and reasonable particulars concerning the nature of the interference, extend commercially reasonable efforts to assist Licensee in obtaining amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

9. ACCESS

- (a) Subject to Section 9(b), Licensee's authorized representatives may, after reasonable prior written notice, have access to the Equipment Room at all times during normal business hours, and at other times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving and repairing the Licensee's Equipment. Licensor will give Licensee's authorized employees or properly authorized contractors, subcontractors, and agents of Licensee ingress and egress to the Lands, Building and Communications Spaces including non-exclusive use of an elevator during normal business hours, and at other times as agreed by the parties in advance. However, only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of Licensee, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building, Communications Spaces, Equipment Room, or other areas in the Building and only upon the conditions set forth in this Agreement. Licensee shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communication Spaces, Equipment Room, or other areas in the Building.
- (b) Except in the event of an emergency and as described below, Licensee will give at least twenty-four (24) hours notice to Licensor of its intent to enter the Building, including the Communications Spaces and the Equipment Room. At the time that notice is given, Licensee shall inform Licensor of the names of the persons who will be accessing the Building, including the Communications Spaces and the Equipment Room, the reasons for entry, and the expected duration of the work to be performed. For routine service activations and repair visits to the Building during normal business hours for which purposes Licensee requires access without advance notice in order to meet its CRTC-mandated service provisioning and service repair intervals, this notice may be given at the time of the entry, to

the security person, or other person designated for that purpose by Licensor. Any person who accesses the Building, Communication Spaces, the Equipment Room or any other part of the Building which Licensor designates, may be required by Licensor to be accompanied by a representative of Licensor designated for that purpose and the cost of providing this form of accompaniment or supervision (unless such escort is already on-site and being paid in the ordinary course) will be paid by Licensee to Licensor based on hourly wage and employment cost plus an administration fee of fifteen percent (15%). In the event of any emergency, Licensee shall give to Licensor as much advance notice as reasonably possible of its intent to enter the Building, including Communications Spaces or the Equipment Room and, within five (5) Business Days following any such entry, shall provide to Licensor a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.

- (c) Nothing in this Agreement shall prohibit or otherwise restrict Licensor and its representatives from having access to and to enter upon and into the Equipment Room or any Deemed Area for the purpose of inspections, conducting maintenance, repairs and alterations which Licensor wishes to make in connection with the Building, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room, Deemed Area, or the Building or for such other purposes as Licensor considers necessary.

10. INSURANCE

- (a) Licensee shall maintain in force, at its expense, during the Term of this Agreement and any Extension Term, a policy of Commercial General Liability Insurance issued by an insurer acceptable to Licensor, acting reasonably, insuring Licensee and, as additional insureds, Licensor, the Owner(s), the Released Licensor Persons, any property manager or any lender that holds security on the Building that Licensor may reasonably designate by written notice, only in respect of matters related to the operations of Licensee in the Building, with a combined single limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Building and tangible property of Licensor or any tenant or occupier in the Building or bodily injury or death of Licensor's employees, or bodily injury or death or physical damage to tangible property suffered by any of the customers of Licensee and their employees in the Building. The Licensee's primary policy shall, at all times, contain owners' and contractors' protective coverage, standard non-owned automobile coverage, contingent employer's liability insurance, a cross liability and severability of interests clause, and will be written on an occurrence basis. The Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability policy or "umbrella" insurance policy. Licensee's umbrella and excess insurance policies shall be "follow-form" to the primary Commercial General Liability policy. Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies, will contain owners' and contractors' protective coverage, standard non-owned automobile coverage, contingent employer's liability insurance, a cross

liability and severability of interests clause, and will be written on an occurrence basis.

- (b) Licensee will also maintain (i) an automobile liability insurance policy, (ii) all risk property insurance on the Licensee's Equipment with a sufficient insured limit to cover its full replacement cost and with a waiver of subrogation against Licensor from the property insurers; and (iii) business interruption insurance.
- (c) Licensee's insurance shall be primary insurance insofar as Licensor and Licensee are concerned, it being understood and agreed that any insurance maintained by Licensor shall be excess and non-contributory with respect to, and to the extent of, claims arising from the negligence of Licensee and those for whom it is responsible at law.
- (d) Licensee shall provide proof of such insurance to Licensor prior to Commencement Date and in any event prior to any access by Licensee to the Lands and Buildings or the commencement of any construction, which such insurance shall require that Licensor be notified, in writing, that a policy will be cancelled or materially changed to the detriment of Licensor at least thirty (30) days prior to such cancellation or material change. Annually, on the anniversary of the Commencement Date, or upon renewal of the respective policies as the case may be, Licensee shall provide proof of such insurance in the form of insurance certificates signed by Licensee's insurance brokers or its insurers' authorized representatives and in form, content, and detail consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) and acceptable to Licensor, acting reasonably. The insurance certificate shall name Licensor as an additional insured and any additional parties that Licensor may require be added as additional insured(s).
- (e) All contractors, and subcontractors of Licensee will be required to maintain builder's risks, all risks, contractor's liability insurance, (including completed operations coverage), and such other insurance as may be required by Licensor, acting reasonably; in such amounts; in such forms, and issued by such insurers, as are approved by Licensor, acting reasonably.
- (f) Licensee shall not do, permit to be done, or omit to do anything within the Building that shall cause or have the effect of causing the cost of insurance for the Building or any part of the Building to be increased, whether such insurance has been taken out by Licensor, the Owner(s) or by any other tenant or occupant of the Building. If the insurance rate is thereby increased, Licensee shall forthwith pay to Licensor the amount of the increased premium plus an administration fee equal to fifteen percent (15%) of the amount.

11. INDEMNITY

Notwithstanding any other express or implied indemnity in this Agreement, the Licensee agrees to fully indemnify, defend Licensor and hold the Licensor, and its shareholders and members, and their respective officers, directors, members, partners, agents, employees, successors and assigns, and the Building and/or Project, as the case may be, harmless of, from and against any

and all losses, damages, liabilities, claims, liens, costs and expenses, including court costs and reasonable legal fees and expenses, in connection with injury to or death of any person or with respect to damage to or theft, loss or loss of the use of any property, or any other loss or injury whatsoever, occurring in or about the Demised Premises or the Building and/or Project, as the case may be, arising (i) from the Licensee's occupancy of the Demised Premises, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by the Licensee in or about the Demised Premises or the Building and/or Project, as the case may be, or (ii) from any breach or default on the part of the Licensee in the performance of any covenant or agreement on the part of the Licensee to be performed pursuant to the terms of this Agreement, or due to any other negligent act or omission or any default or wilful misconduct of the Licensee, or any of its employees, agents, licensees, invitees or contractors.

12. RELEASE BY LICENSEE

In no event will Licensors be liable to Licensee and Licensee releases Licensors for:

- (a) any damage to the Licensee's Equipment, Equipment Room, and Deemed Area or loss of use of such property;
- (b) the quality, adequacy, compatibility or sufficiency of any Building Communication Spaces provided to Licensee hereunder, it being acknowledged by Licensee that all Building Communication Spaces are provided "as is" and "where is", the use of which is at the sole risk of Licensee;
- (c) the activities of any third party, under the terms of another telecommunications access license or similar agreement, whether or not the party has been escorted while within the Building;
- (d) any claims resulting from lightning or other electrical current passing through the Building or facilities that cause any damage to the Licensee's Equipment or result in the interruption of any service by Licensee;
- (e) the inadequacy of any utility service, or the loss of or the failure to provide any utility service causing property damage or personal injury. Licensee acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in office buildings and Licensee further acknowledges that any sensitive Equipment in and on the Building will be protected by Licensee from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems;
- (f) any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of use of property referred to in paragraph 12(a), or damage to property in respect of which Licensee maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party or Licensee self-insures, it being acknowledged that Licensors, in requiring Licensee to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered

by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against Licensor or Released Licensor Persons; or

- (g) any claims by tenants and other occupants of or visitors to the Building related to the Services or the Licensee's Equipment howsoever resulting or caused.

This release extends to any acts or omissions of Licensor including any acts or omissions arising from the negligence of Licensor. Licensor will only be responsible for any grossly negligent or wrongful wilful acts or omissions of Licensor.

13. LIENS

Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under Licensee. Licensee shall also indemnify, hold harmless and defend Licensor and Owner(s) and the Released Licensor Persons against any such liens, including the reasonable fees of Licensor's solicitors. The provisions of this Section shall survive termination of this Agreement. All such liens shall be removed within five (5) Business Days of notice to Licensee to do so. Licensor may, at the cost of Licensee, pay money into court to obtain removal of a lien if Licensee fails to do so, as required, and Licensee will pay the cost to Licensor including the amount paid into Court plus an administration fee equal to fifteen percent (15%) of the amount.

14. EXPANDED MEANINGS – AGENCY AND TRUST

Wherever a release or limitation of liability is provided for under this Agreement in favour of Licensor, it will be deemed to extend to and include the Released Licensor Persons. Licensor acts as agent or trustee for the benefit of the Released Licensor Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.

15. ASSUMPTION OF RESPONSIBILITY AND CONTROL

Licensor reserves its right, on behalf of and as agent for the Owner(s) of the Building (where Licensor is not the owner thereof) consistent with the applicable decisions and rulings of the CRTC, to request Licensee to transfer responsibility and control of Licensee's In-Building Wire to the Owner(s) of the Building. Such transfer shall be at the sole discretion of Licensee and on terms and conditions acceptable to Licensee. If the Owner(s) assumes responsibility and control of In-Building Wire installed by Licensee, Licensor (on behalf of and as agent for the Owner(s)) will be entitled to recover the reasonable costs of the maintenance and management of the In-Building Wire to the extent permitted by the CRTC.

16. ASSIGNMENT, SUBLICENSING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY LICENSEE

- (a) Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of Licensor which consent may be unreasonably withheld in Landlord's sole and unfettered discretion, Licensee acknowledging that this Agreement is personal to Licensee.

- (b) no assignment whether to an Affiliate or otherwise, shall release Licensee from any liability or obligation under this Agreement, unless Licensors provides to Licensee a release in writing.
- (c) Subject to Schedule "A-1", and except as required or mandated by the CRTC and as otherwise provided for in this Agreement, Licensee will not sublicense, co-locate, share the use of, or otherwise provide the benefit of this Agreement to any third party telecommunication provider or other communication service provider and will not mortgage or encumber its rights under this Agreement in favour of any Lender without Licensors prior written consent, which consent may be unreasonably withheld.

17. HAZARDOUS MATERIALS

Licensee shall not install, bring, or use any Hazardous Substance into, upon or on the Building except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Licensees business in the Building, and provided that any such use is in compliance with all applicable laws. Licensee shall indemnify and hold the Released Licensors Persons and any party Licensors is responsible for at law, harmless from any claim, loss, cost, damage, or expense resulting from any breach regarding the installation or use of any Hazardous Substance brought into or on the Lands or Building by Licensee, including any and all costs incurred in remedying such breach, such indemnity to survive the expiration or earlier termination of this Agreement. Licensee shall, at its own cost and expense, at all times comply with all applicable laws and regulations from time to time in force relating to Licensees use of the Building as set out in this Agreement, and the protection of the environment generally.

18. EVENTS OF DEFAULT - TERMINATION REMEDIES

- (a) Each of the following events shall be deemed to be an Event of Default by Licensee under this Agreement:
 - (i) Licensee defaulting in the payment of any License Fee, amount, or portion thereof, or other sum of money due to Licensors and such default continues for more than five (5) Business Days, after written notification of such default by Licensors to Licensee;
 - (ii) there is interference with the telecommunications or computer, trade, scientific, or medical equipment of Licensors, any tenant, or any other occupant of the Building or any other telecommunications or computer devices provided in the Building by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Licensees Equipment, which interference is not cured within forty-eight (48) hours of Licensees receipt of written notice by Licensors of such interference;
 - (iii) the revocation of Licensees permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate Licensees providing of such services;

- (iv) Licensee's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding or proceedings under the *Companies' Creditors Arrangement Act* (Canada) by or against Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against Licensee for the appointment of a trustee, monitor, receiver, receiver and manager, liquidator or similar official of Licensee or of any of Licensee's property or a proceeding by any governmental authority or other person for the dissolution, winding up or liquidation of Licensee;
 - (v) the appointment of a receiver, receiver and manager, or any other representative in connection with any default by Licensee under any loan or debt obligation;
 - (vi) the ceasing of Licensee to carry on business in the ordinary course;
 - (vii) any insurance policy upon the Building or any part thereof being cancelled by the insurer(s) by reason of the act or omission of Licensee or of any assignee, subtenant, concessionaire or sublicensee of Licensee; and
 - (viii) if Licensee shall default in the observance or performance of any of Licensee's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by Licensor to Licensee.
- (b) Upon or after the occurrence of an Event of Default Licensor may elect to terminate this Agreement without limiting its other remedies, by providing written notice of termination to Licensee, which termination shall be effective as of the date specified in the notice of termination. In addition to, but without limiting its other remedies, upon or after the occurrence of an Event of Default, Licensor may exercise its right to discontinue the power supply to the Licensee's Equipment until such time as the Event of Default has been cured by Licensee, to the reasonable satisfaction of Licensor.
- (c) If Licensor shall default in the observance or performance of any of Licensor's obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by Licensee to Licensor, Licensee may terminate this Agreement effective as of the date specified in such notice of termination, without limiting its other remedies as against Licensor.

19. RESTORATION OBLIGATIONS

- (a) At the expiration or earlier termination of this Agreement Licensee shall, at Licensee's sole cost and expense, without permitting the registration of any liens against title to the Lands, remove the Entrance Cable, and all other items of the Licensee's Equipment except any part of it that by agreement between Licensee and Licensor has been acquired by Licensor, and all of Licensee's personal property from the Building. This obligation to remove the Entrance Cable and all

other items of the Licensee's Equipment shall be subject to any CRTC-mandated obligations upon Licensee to provide services to other TSP's in the Building. If any property that is required to be removed is not so removed within twenty (20) Business Days after the termination, the property may, at Licensor's sole option, (i) be removed and stored by Licensor at Licensee's expense (and Licensee will pay an administration fee equal to fifteen percent (15%) of the expense), or (ii) become the property of Licensor without compensation to Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination, or that arise hereunder by reason of the removal of the Licensee's Equipment and other equipment or property, which claims or obligations shall survive such termination. Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the original placement, instalment, operation or removal of the Licensee's Equipment. If Licensee fails to repair or refinish any such damage, Licensor may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse Licensor of all costs and expenses incurred in such repair or refinishing and will pay to Licensor an administration fee equal to fifteen percent (15%) of the cost. Licensee will provide to Licensor upon completion of the removal of the Licensee's Equipment an engineer's report confirming completion of the removal in accordance with this Agreement.

- (b) If due to any CRTC mandated obligations upon Licensee to provide services to other TSPs in the Building, Licensee is not required by Section 18(a) to remove the Entrance Cable or other items of the Licensee's Equipment (collectively, "Exempted Items") then despite the expiration or termination of the Term of this Agreement, all of the obligations of Licensee under this Agreement will continue in full force and effect in respect of the Exempted Items except that the obligation to pay the License Fee will be suspended so long as Licensee does not provide Services or charge fees for the use of the Exempted Items. Such obligations of Licensee will continue (subject to the sentence following this one) until Licensee's CRTC mandated obligations end, at which time Licensee shall promptly, and in any event within twenty (20) days remove the Exempted Items and repair and refinish all damage as provided in Section 18(a). If Licensee provides Services or charges fees for the Exempted Items, Licensee will be responsible to pay a License Fee determined in accordance with CRTC guidelines, but in any case, no lower than the fees then being paid by Licensee under any agreement similar to this Agreement in the Greater Toronto Area, subject to adjustment as rates change. Notwithstanding the foregoing, so long as, and to the extent a third party assumes responsibility and control of the Exempted Items, and the third party is bound by a telecommunications access agreement with Licensor, or a successor of Licensor, containing the same obligation in favour of Licensor to remove the Exempted Items as was applicable to Licensee hereunder, Licensee will be exempted from the obligation to remove the Exempted Items, but such release shall only apply to the extent that Licensee's obligations in respect of the Exempted Items have been assumed by and are enforceable against such third party by Licensor.

20. LICENSOR'S ALTERATIONS

Despite anything else in this Agreement, Licensor may, at any time, make any changes in, additions to, or expansions, redevelopments, or relocations of all or any part of the Building; may grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building, may close all or any part of the Building to such extent as Licensor considers necessary to prevent the accrual of any rights in them to any persons; and Licensor may also make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by Licensee) which serve any part of the Building. No claim for compensation shall be made by Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by Licensor but the work will be done as expeditiously as is reasonably possible.

21. NOTICES

Any demand, notice or other communication to be made or given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date of delivery, provided that delivery is made before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated on the Information Page. Notices given by electronic means will not be considered to have been given in writing unless a hard copy is delivered within five (5) days of delivery of electronic notice.

22. LICENSEE'S EQUIPMENT TO REMAIN PERSONAL PROPERTY

Except as otherwise provided in this Agreement, the Licensee's Equipment, Entrance Cable and In-Building Wire shall remain personal property of Licensee although it may be affixed or attached to the Building, and shall, during the Term of this Agreement, or any Extension Term, and upon the expiration or earlier termination of this Agreement belong to and be removable by Licensee. Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, the ownership of the In-Building Wire shall, if both parties mutually agree, vest in Licensor, in which case the In-Building Wire shall remain in place. In all other cases, the In-Building Wire shall be removed by Licensee at Licensee's sole cost and expense.

23. LICENSE ONLY

This Agreement creates a non-exclusive license only and Licensee acknowledges that Licensee does not and shall not claim any interest or estate of any kind or extent whatsoever in the Building, Communications Spaces, or Equipment Room by virtue of this Agreement or Licensee's use of the Building, Communications Spaces or Equipment Room. The relationship between Licensor and Licensee shall not be deemed to be a "landlord-tenant" relationship and Licensee shall not be entitled to avail itself of any rights afforded to tenants at law.

24. LIMITATION OF LIABILITY

The obligations of Licensor under this Agreement shall no longer be binding upon Licensor or Owner(s) if such Owner(s) sells, assigns or otherwise transfers its interest in the Building as owner or lessor as of the effective date of such sale, assignment or transfer, (or upon any

subsequent licensor or owner after the sale, assignment or transfer by such subsequent licensor). If there is such a sale, assignment or transfer, Licensor's obligations hereunder shall be binding upon the grantee, assignee or other transferee of the interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed those obligations. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. For greater clarity, nothing in this Section releases Licensor from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

25. SPECIFIC TERMINATION RIGHTS

In addition to the other termination rights provided to it in this Agreement, either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the other party:

- (a) where the Building has been destroyed, or damaged to such an extent that it is not feasible to repair it within a period of one hundred and eighty (180) days after the damage;
- (b) where the Deemed Area or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;
- (c) where the Building is expropriated by a lawful authority;
- (d) where Licensor wishes to redevelop, or otherwise alter the Building in such a manner as to, in Licensor's sole opinion, make the relocation of any part of the Deemed Area or the Licensee's Equipment not feasible;
- (e) Licensee no longer provides Services in the Building;
- (f) Licensee is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the provisioning of Services; or
- (g) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC.

26. ESTOPPEL CERTIFICATES

Licensee will provide to Licensor from time to time, within ten (10) Business Days of Licensor's written request in each case, at no cost to Licensor, a statement duly executed by Licensee confirming that this Agreement is in good standing confirming, the Fees payable and the Fees actually paid to any date specified by Licensor for the statement confirming the Commencement Date, the Term, any Extension Term to which it claims to be entitled, and any other information that Licensor reasonably requests pertaining to this Agreement or Building.

27. AUTHORITY

- (a) Licensor represents that it has full authority to execute this Agreement on behalf of the Owner(s). Notwithstanding anything else contained herein, the obligations of the "Licensor" under this Agreement, whether express or implied, are the obligations of the Owner(s) and not Licensor itself except to the extent it is an Owner.
- (b) Licensee covenants and agrees that Licensee has good right, full power and authority to enter into this Agreement in the manner as aforesaid.

28. SEVERAL OBLIGATIONS - NON-RECOURSE

The liability of each of the Owner(s) where there are more than one, is several and not joint and is limited to the interest of the Owner(s) from time to time in the Building.

29. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties.

30. LICENSEE'S REPRESENTATION

Licensee represents to Licensor and acknowledges that Licensor relies upon this representation and would not have entered into this Agreement but for that representation, that, the construction, design and operation of the Licensee's Equipment includes or will include upon connection, back-up, redundant and "fail safe" features so that the risk of damage, malfunction or disruption of the Licensee's Equipment disrupting service to customers or other third parties utilizing that network and equipment (except for telecommunication services between (i) the customers of Licensee or the customers of telecommunication service providers that lease local loops from Licensee to serve customers within the Building and (ii) persons communicating with those customers) is minimized.

31. FORCE MAJEURE

Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall include, but is not limited to: any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotion or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause or event beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be a force majeure.

32. IMPLIED WAIVERS

A waiver by Licensor or Licensee of any breach of the terms, covenants and conditions of this Agreement shall not be deemed to be a waiver of the term, covenant or condition or of any subsequent breach of it or any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to have been waived unless the waiver is in writing and signed by the party purporting to provide such waiver, and then only to the extent provided for in the written waiver.

33. SEVERABILITY

If any provision of this Agreement or any part of a provision is found to be illegal or unenforceable then it will be severed from the rest of this Agreement and the rest of this Agreement will be enforceable, accordingly, except where the severance of such provision or part thereof shall result in the purpose and intent of the Agreement being frustrated or materially or adversely different from that of the Agreement prior to such severance. In the latter instance, either party may terminate this Agreement upon providing a minimum of thirty (30) days prior written notice to the other party.

34. HOLDING OVER

Subject to Section 18(b), if Licensee continues to use any part of the Building after the expiry of the Term without Licensor's prior written consent, then, without limiting Licensor's other remedies, (including the right to evict Licensee) the License Fee payable in respect of the Building will be one hundred and fifty percent (150%) of the License Fee which applied during the last year of the Term or Extension Term, as the case may be, subject to pro-rating, however, should the unauthorized use continue for less than the full year.

35. UNIT HOLDER LIABILITY

If Licensor or any assignee of the beneficial rights of Licensor is ever a Real Estate Investment Trust (a "REIT"), then Licensee acknowledges and confirms that the obligations of Licensor hereunder are not and may not be binding on a trustee of the REIT, any registered or beneficial holder of one or more of the units of the REIT ("Unit Holder") or any annuitant under a plan of which such Unit Holder acts as trustee or carrier or any of the officers, employees or agents of the REIT and that resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the foregoing or the private property of any of the foregoing and, for clarity, Licensee's recourse shall be limited to Licensor's interest in the Building.

36. GOVERNING LAW

This Agreement is governed by the laws of the province in which the Building is situated and all federal laws applicable therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement in multiple original counterparts as of the day and year first above written.

320 FRONT PORTFOLIO INC.


(Licensor)

Per: 
Name: Nathan Uhr
Title: COO

I have authority to bind the Owner(s)

TELUS COMMUNICATIONS INC.

(Licensee)

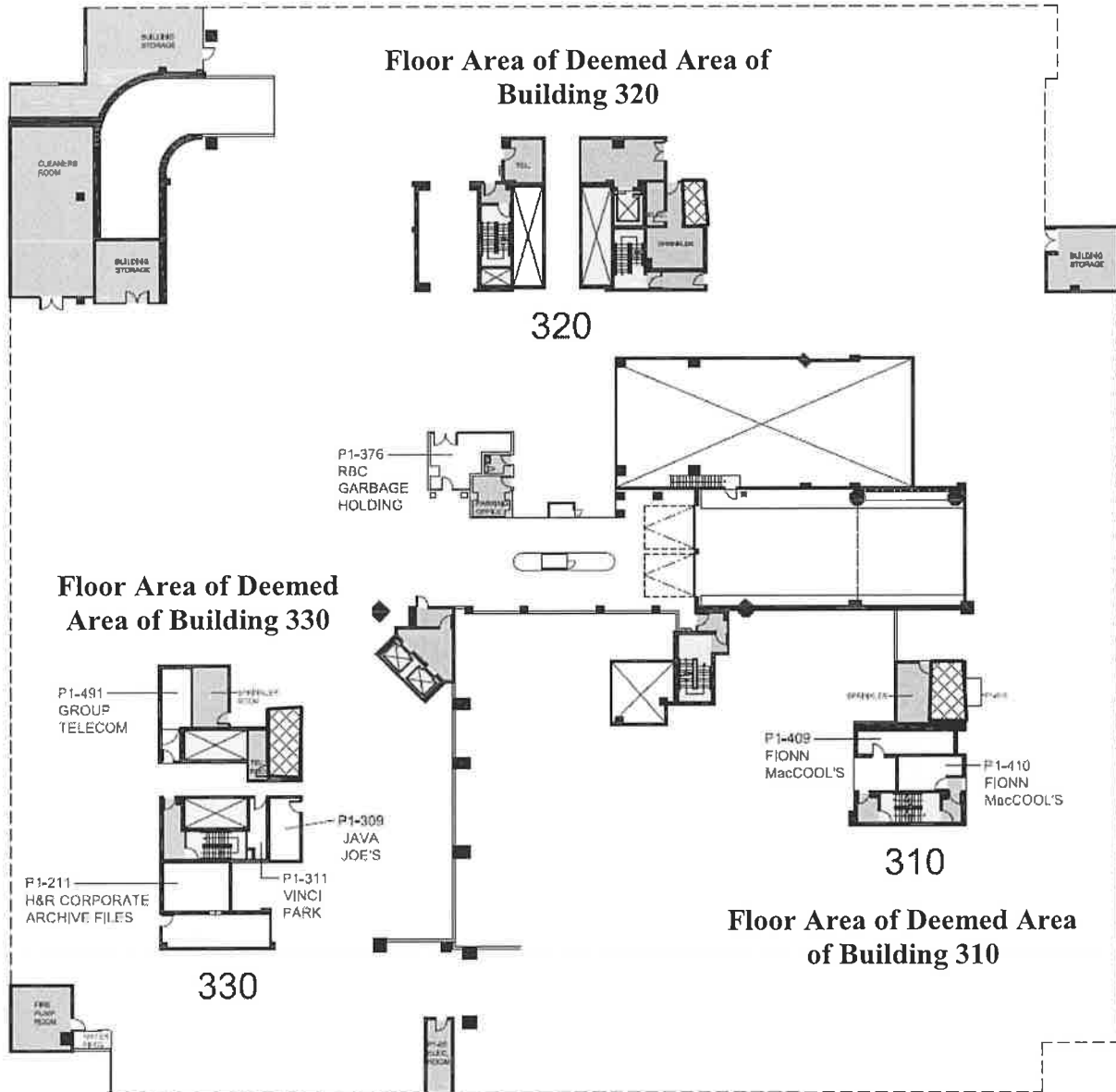
Per: 
Name: Richard Johnson
Title: Manager, Building Access

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation

SCHEDULE "A"

LOCATION PLAN FOR DEEMED AREAS – P1 LEVEL



SCHEDULE "A-1"

SPACE CONSOLIDATION

In this Schedule "A-1" the following definitions apply:

"Co-location": a relocation permitted by this Schedule "A-1" of Related Party Equipment or Communications Equipment.

"Combined Area": the total floor area occupied by the Deemed Area or the Related Party Space after a Co-location resulting from a Co-location.

"Corporate Change": a corporate reorganization, amalgamation, merger, acquisition, divestiture or other corporate asset change, structural or organizational change involving Licensee or a Related TLA Party where the change becomes effective after the date of this Agreement and the Related TLA Party is an Affiliate of, becomes an Affiliate of, or is merged or amalgamated with Licensee.

"Minimum Area" : the minimum area upon which the annual License Fee is based under this Agreement, or upon which the TLA Fee is based if, in either case, the actual floor area of the Deemed Area or the Related Party Space is less than the minimum area.

"POP Room Equipment": cabinets, racks electronic equipment, panels and other equipment intended to provide telecommunications services to tenants and occupants of the Building.

"Related Party Equipment": POP Room Equipment owned by a Related TLA Party and installed in Related Party Space.

"Related Party Space": space leased or licensed to a Related TLA Party to house Related Party Equipment.

"Related TLA Party": a corporation, other than Licensee, that is bound by a TLA and is involved in a Corporate Change.

"TLA" an agreement with Licensor, or the Owner(s) under which a licensee or tenant is permitted to operate or install POP Room Equipment in a Related Party Space.

"TLA Fee": the annual minimum or basic license fee payable under a TLA.

If, as the result of a Corporate Change, Licensee determines that the Communications Equipment, or that Related Party Equipment is redundant, then Licensee, on at least thirty (30) days notice to Licensor may:

- (a) at its cost, relocate the Communications Equipment to the Related Party Space, or permit the Related TLA Party to relocate its Related Party Equipment to the Deemed Area;

- (b) terminate this Agreement; or
- (c) if Licensee has become the licensee or tenant under the TLA, terminate the TLA between Licensor and the Related TLA Party.

If a Co-location occurs, all costs reasonably incurred by Licensor to alter the Building space, facilities or equipment to accommodate the Co-location will be recoverable by Licensor as Recoverable Costs. The Deemed Area or the Related Party Space will only be increased in size or reconfigured if appropriate space is available in the Building. On the occurrence of a Co-location, Licensee will no longer have any right to occupy the Deemed Area, unless the Related TLA Party gives up its right to occupy the Related Party Space.

On the first day of the month following the month in which a Co-location occurs, the License Fee may, at Licensee's option, be adjusted as follows:

- (i) if both the License Fee and the TLA Fee are based on Minimum Areas, and the Combined Area is sixty (60) square feet or less, the License Fee will be increased so that it is based on sixty (60) square feet but so long as the TLA Fee, based the Minimum Area under the Related TLA Party continues to be paid it will be credited against that License Fee;
- (ii) if Related Party Equipment is relocated to the Deemed Area and the Combined Area is greater than sixty (60) square feet, then the Combined Area may be reduced by thirty (30) square feet for the calculation of the License Fee, so as long as the Related TLA Party pays a TLA Fee based on at least thirty (30) square feet; or
- (iii) if the Communications Equipment is relocated to the Related Party Space and the Combined Area is greater than sixty (60) square feet, then the License Fee will be calculated on only thirty (30) square feet as long as the TLA Fee is calculated and paid based on the Combined Area less thirty (30) square feet.

If this Agreement is terminated or the TLA with the Related TLA Party is terminated, then the License Fee or the TLA Fee, as the case may be, will be adjusted if necessary so that it is calculated on at least sixty (60) square feet.

SCHEDULE "A-2"

APPROVED COMMUNICATIONS EQUIPMENT

Building 310

INSTALL 15.5m OF NEW 32mmØ EMT CONDUIT WITH NEW 144 COUNT FIBRE OPTIC CABLE. CLIP TO WALL/CEILING.

PULL 18.0m OF NEW 144 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT.

INSTALL 7.0m OF NEW 144 COUNT FIBRE OPTIC CABLE. CLIP TO WALL.

PULL 27.0m OF NEW 48 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT.

PULL 30.0m OF NEW 48 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT.

INSTALL 5.0m OF NEW 48 COUNT FIBRE OPTIC CABLE. CLIP TO WALL.

PULL 14.0m OF NEW 48 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT.

PULL 70.0m OF NEW 48 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT.

INSTALL 7.0m OF NEW 48 COUNT FIBRE OPTIC CABLE. CLIP TO WALL.

RADAR SCAN AND CORE CONCRETE FOUNDATION WALL. WATER SEAL UPON COMPLETION.

INSTALL NEW 300mm X 300mm WATER TIGHT PULL BOX.

INSTALL NEW LAMBDA GAIN PANEL ON EXISTING PLYWOOD BACKBOARD.

INSTALL NEW 300mmX300mmX19mm FIRE RATED PLYWOOD BACKBOARD.

EXISTING RISER LOCATION TO TELE. RISER ROOM ABOVE (ALL ARE STACKED FROM GROUND FLOOR).

Building 320

INSTALL 15.5m OF NEW 32mmØ EMT CONDUIT WITH NEW 144 COUNT FIBRE OPTIC CABLE. CLIP TO WALL/CEILING.

PULL 18.0m OF NEW 144 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT.

INSTALL 7.0m OF NEW 144 COUNT FIBRE OPTIC CABLE. CLIP TO WALL.

PULL 27.0m OF NEW 48 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT.

PULL 30.0m OF NEW 48 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT.

INSTALL 5.0m OF NEW 48 COUNT FIBRE OPTIC CABLE. CLIP TO WALL.

PULL 14.0m OF NEW 48 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT.

PULL 70.0m OF NEW 48 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT.

INSTALL 7.0m OF NEW 48 COUNT FIBRE OPTIC CABLE. CLIP TO WALL.

RADAR SCAN AND CORE CONCRETE FOUNDATION WALL. WATER SEAL UPON COMPLETION.

INSTALL NEW 300mm X 300mm WATER TIGHT PULL BOX.

INSTALL NEW LAMBDA GAIN PANEL ON EXISTING PLYWOOD BACKBOARD.

INSTALL NEW 300mmX300mmX19mm FIRE RATED PLYWOOD BACKBOARD.

EXISTING RISER LOCATION TO TELE. RISER ROOM ABOVE (ALL ARE STACKED FROM GROUND FLOOR).

SCHEDULE "A-2" - CONTINUED

Building 330

INSTALL 15.5m OF NEW 32mmØ EMT CONDUIT WITH NEW 144 COUNT FIBRE OPTIC CABLE. CLIP TO WALL/CEILING.

PULL 18.0m OF NEW 144 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT.

INSTALL 7.0m OF NEW 144 COUNT FIBRE OPTIC CABLE. CLIP TO WALL.

PULL 27.0m OF NEW 48 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT (GOING TO 310 FRONT ST. W.).

PULL 30.0m OF NEW 48 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT (GOING TO 310 FRONT ST. W.).

INSTALL 5.0m OF NEW 48 COUNT FIBRE OPTIC CABLE. CLIP TO WALL (310 FRONT ST. W.)

PULL 14.0m OF NEW 48 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT (GOING TO 320 FRONT ST. W.).

PULL 70.0m OF NEW 48 COUNT FIBRE OPTIC CABLE THROUGH EXISTING BUILDING CONDUIT (GOING TO 320 FRONT ST. W.).

INSTALL 7.0m OF NEW 48 COUNT FIBRE OPTIC CABLE. CLIP TO WALL (320 FRONT ST. W.)

RADAR SCAN AND CORE CONCRETE FOUNDATION WALL. WATER SEAL UPON COMPLETION.

INSTALL NEW 300mm X 300mm WATER TIGHT PULL BOX.

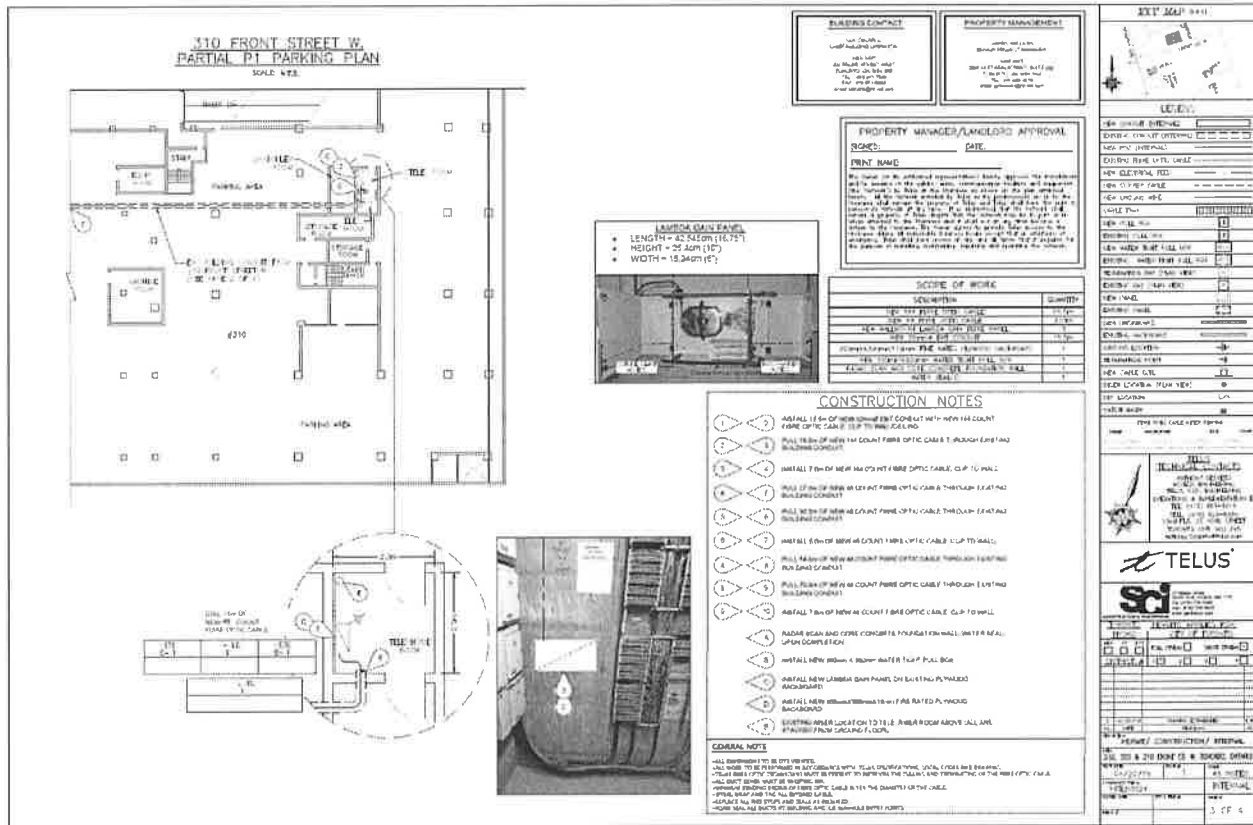
INSTALL NEW LAMBDA GAIN PANEL ON EXISTING PLYWOOD BACKBOARD.

INSTALL NEW 300mmX300mmX19mm FIRE RATED PLYWOOD BACKBOARD.

EXISTING RISER LOCATION TO TELE. RISER ROOM ABOVE (ALL ARE STACKED FROM GROUND FLOOR).

SCHEDULE "A-3"

DETAILED DRAWINGS (PROVIDED BY TELUS)



Telecom License Agreement – [TELUS Communications Inc.] – [310/320/330 Front Street] – V1

[illegible]

EXHIBIT "1"

RECOVERABLE COSTS

The Recoverable Costs are the costs arising from the initial installation or any change of:

- (a) architectural, mechanical and electrical consulting fees to provide or review architectural, electrical and heating, ventilating and air-conditioning design for construction of additional main terminal room or point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of the Licensee's Equipment;
- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate Licensee's requirements;
- (c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for the Licensee's Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;
- (d) the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of Licensee;
- (e) construction for additional space or reconstruction or modification of existing space to accommodate Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of Licensee including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;
- (f) any other reasonable costs of facilitating the initial set up of Licensee's operations within the Building; and
- (g) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 7(a).

Licensee acknowledges and confirms that Licensor has retained, and may in the future retain, the services of an independent telecommunications consultant ("Telecom Consultant") to provide independent telecommunication engineering and consulting services ("Consultant Services") at the Building. Licensee further acknowledges and agrees that the Telecom Consultant has not been, and will not be, retained by Licensor as a Riser Manager, which is a separate and distinct entity, and any limitation, restriction, or prohibition against the Riser Manager in this Agreement will not apply to the Telecom Consultant.

Licensee acknowledges and agrees that any costs charged to Licensor by the Telecom Consultant in connection with Consultant Services provided at the Building will be Recoverable Costs.

SCHEDULE "B"

TELECOMMUNICATION WIRING AND CONSTRUCTION MANAGEMENT SCHEDULE ("TWCM")

This document is subject to change without notice. Licensee is required to request the current form of TWCM, Loading Dock Procedures and Building Contact List prior to beginning any project. In the event of any conflict between the terms of the Agreement and any of the provisions of this TWCM, the provisions of this Schedule shall prevail.

Any person wishing to install and/or modify in-building telecommunication cabling, conduit, and/or equipment in the Building must adhere to the following installation specifications unless otherwise directed, in writing, by Licensor or its technical advisor ("Advisor"), if any. The information provided herein is to be read, interpreted and applied using the manufacturer's instructions for installation and all applicable governmental laws and regulations.

Where a third party, service technician, installer, worker or contractor (collectively, "Contractor") is performing work on behalf of Licensee, Contractor shall be bound by all the provisions of the Agreement and perform all obligations of any kind whatsoever which Licensee is obliged to perform under the Agreement or otherwise in respect of the Building. Licensee is solely responsible for advising Contractor of such.

Documentation

Any person wishing to install and/or modify in-building telecommunication cabling, conduit, and/or equipment must provide the following documentation for review and written approval of Licensor and/or Advisor prior to commencement of the work:

1. Drawings, specifications, and statement of the work (collectively, "SOW") to be performed in a manner acceptable to Licensor and/or Advisor. The SOW must sufficiently describe the following:
 - a. Drawings (see examples in Appendix B);
 - b. The start and end points of the cabling and/or conduit;
 - c. The type of cabling to be installed;
 - d. The detailed route the cabling will take through the Building; and
 - e. The location of any telecommunication equipment;
2. Proof of insurance by a recognized insurance company in Canada in form and amount satisfactory to Licensor in accordance with the Agreement;
3. Proof of workman's compensation insurance appropriate for the province of work;

4. Letter of Authorization from Licensee if sub-trades are contracted to perform all or any part of the SOW;
5. Proof of technical competence. Contractor performing work on any backbone or horizontal communication infrastructure will be performed and certified by an approved Certified System Vendor (CSV) or equivalent (examples of which include Belden, Commscope, Panduit, TE, etc.);
6. A complete list of contacts during and after the construction phase to Licensor;
7. A copy of all building permits which, for clarity, shall be arranged for and paid by Licensee, if applicable, in the city or province of work;
8. Details of any delivery requirements;
9. If applicable, Licensor's form of Building Work Permit;
10. Copy of the service provider's health and safety policy, if requested by Licensor;
11. Three (3) complete sets of construction drawings and specifications, signed and sealed by an engineer are required to be delivered to Licensor prior to construction; and
12. Any changes to the design must be approved in writing by Licensor and Advisor (see separate section below).

Approval for Construction

No construction or installation may commence without: (i) providing the information listed above under the section entitled "Documentation"; and (ii) the prior written approval of Licensor and/or Advisor.

Upon receipt of written approval by Licensor and/or Advisor, a date and time for the start of the SOW shall be mutually determined by the parties. Licensee shall provide a timeline, including the proposed completion date of the SOW.

If Licensee or Contractor commences construction prior to: (i) providing the information listed above under the section entitled "Documentation"; (ii) obtaining the prior written approval of Licensor and/or Advisor; or (iii) fails to adhere to the methods and procedures set out in this TWCM, Licensee or Contractor shall be removed from the job site at the sole discretion of Licensor and/or Advisor.

Loading Dock Procedures

Licensee and Contractor will follow Licensor's rules and regulations for use of the Building's loading dock, if any. In the event of conflict between the procedures below and procedures detailed for the Building, the most stringent and recent requirements will apply. The rules and regulations may change without notice.

1. Parking in the loading dock area is not permitted.
2. All deliveries are to be made through the loading dock (or where there is no loading dock, through such alternate entrance as designated by Licensor) and freight elevators only, as designated by Licensor. No deliveries are to be made through the front door unless designated by Licensor as per above.
3. Licensee and Contractor are to receive their own deliveries. The dock master, security, or Licensor's employees will not accept or sign for shipments.
4. Storage is not permitted anywhere in the Building.
5. Licensee and Contractor will supply their own carts for hauling and handling materials. Only soft rubber wheeled units are permitted.
6. Licensor will repair damage to the Building at Licensee's expense as a Recoverable Cost.
7. Oversized deliveries may be requested through Licensor for off-street loading. Any street permits required are the sole responsibility and cost of Licensee.

General Rules and Regulations

Licensee and Contractor will adhere to Licensor's construction rules and regulations. In the event of conflict, the most stringent and recent requirements will apply. The rules and regulations may be amended from time to time without notice.

1. Contractor shall follow the Industry Standards and guidelines outlined in Appendix A at all times.
2. Use of the service elevator, if any, is subject to availability and is to be arranged with Licensor a minimum of one (1) full business day in advance.
3. The installation and construction shall not interfere in any way with the day to day operations of the Building.
4. All power, heating, fire alarm and sprinkler shut downs are to be requested a minimum of two (2) full business days in advance, and shall be subject to Licensor's prior written approval, in its sole discretion.
5. Licensee and Contractor must supply all necessary tools and material to perform and test the work detailed in the SOW.
6. Licensee and Contractor must remove all debris and excess material from the site at the end of each work day. All common area spaces are to be cleaned and vacuumed at the end of the day. Licensee and Contractor are not permitted to use the Building's waste bins. Any cleaning work performed by Licensor will be charged back to Licensee as a Recoverable Cost.

7. Licensee and Contractor will adhere to all rules and regulations and requests to adhere to Licensor's environmental policies and practices.
8. Licensee and Contractor are not permitted to post any sign of advertising in connection with the work, unless approved in writing by Licensor.

Hours and Standards of Work

1. All work will be performed only during the days and times permitted by Licensor and mutually agreed upon by Contractor and Licensor.
2. Work Hours are defined as 8:00 a.m. to 6:00 p.m. Monday to Friday, excluding holidays.
3. Work completed outside of Work Hours or during Work Hours which require Licensor's supervision, in Licensor's discretion, will be charged a supervision fee at a rate determined by Licensor and charged back to Licensee as a Recoverable Cost.
4. Licensor will repair damage to the Building caused by Licensee or Contractor as a Recoverable Cost.
5. Licensee and Contractor are not to discuss any aspect of the project with tenants. All questions from tenants are to be referred to Licensor. Workers are to be cordial and polite to tenants at all times. Tenants shall be permitted to use elevators in priority to Licensee and Contractor.
6. Unprofessional behavior will result in Licensee and/or its Contractor being removed from the site without notice. Noise is to be kept to a minimum, all doors are to be kept shut at all times.
7. Work interfering with the ongoing business of other tenants or resulting in tenant complaints shall cease upon verbal notification by Licensor.
8. Noisy or odorous work shall not be completed during Work Hours and if such occurs, shall cease upon verbal notification by Licensor. Licensee shall schedule a time outside Work Hours to complete such work and Clause 3 of this Section shall apply.
9. When welding, sanding, painting or using any products that may give off fumes, Licensee and Contractors are required to use drop sheets and to seal off doors and ventilation shafts to prevent these fumes from permeating to other areas of the Building.
10. All cleaning of paintbrushes and related material will be done in such location designated by Licensor (and for clarity, not in the washrooms).
11. All core drilling done will require an x-ray or scan (with a Hilti PS1000 scanner or other such scanner directed to be used or approved by Licensor in its sole discretion) of the floor slab, outside of Work Hours (in accordance with Clause 3 of this Section), to determine if structural or electrical systems may be affected. A minimum of forty-eight (48) hours advance written notice is required to schedule such x-ray or scan.

12. For all conduits, floor slab (top and bottom) and firewalls are to be sealed with a fire rated sealant.
13. Should any dust or smoke be anticipated as part of the SOW from demolition, cutting of wood or grinding of metal, Contractor shall notify Licensor before and after completing such work. This is very important to prevent false fire alarms. Media filters shall be installed over the return air ducts and maintained as required, by Licensee.
14. The use of cranes is to be arranged with Licensor a minimum of one (1) week in advance.
15. Licensor reserves the right to suspend or stop any work at its sole discretion.

Security

All work in the Building will follow the procedures listed below to ensure the security of all service providers' equipment and to maintain the integrity of Licensor's and tenants' assets.

1. Identification must be provided by Contractor. Access to the Building will be arranged prior to construction, keys (if any) to the Building will be signed out at the beginning of each work day and returned at the end of each work day. Licensor is permitted to require each person working for Contractor to leave identification with Licensor's security officer to ensure cards/keys are returned at the end of each day.
2. Contact number must be provided so that Contractor may be contacted at any time while in the Building.
3. Licensor is not responsible for any tools or equipment left behind.
4. Licensee and Contractor must respect the real estate, equipment and cabling of other service providers, tenants and Licensor.
5. Licensee will ensure that employees and Contractors do not enter the Building without prior authorization to perform the work and proper identification.

Workmanship

1. Jumpers will be installed in a designated location and deleted circuits will have jumpers removed.
2. Any obsolete or abandoned cables are to be completely removed back to their source.
3. Any new cables, circuits, conduits, pull boxes, or equipment (including meters) will be mechanically labeled indicating the date of installation, the tenant, the circuit number, the service provider, "to" and "from" locations for all cables, the project number, or as directed by Licensor.
4. All conduits and/or cables will be mechanically labeled as described in Clause 3 of this Section at both ends, every 10 meters, and before and after any wall or floor penetration.

5. All multi-strand fibre optic cables will be mechanically labeled as described in Clauses 3 and 4 of this Section in addition to using manufactured identification tags, fastened 100 mm to cabling opening.
6. Manufactured caution labels identifying fibre optic cable will be fastened to ensure awareness of its fragility.
7. When installing cables that terminate in a common space (electrical and/or telecommunication room), a designated wall or floor location shall be approved by Licensor or Advisor and detailed as part of the SOW.
8. Licensor will repair structural elements damaged or degraded unnecessarily by the service provider, their employees, or their Contractor at Licensee's expense as a Recoverable Cost.
9. All pull strings will be replaced when adding new cables in conduit with test rating of ninety (90) kilograms (two hundred (200) lbs) minimum.
10. Cables will not be supported from existing cable bundles, conduits straps, plumbing, sprinkler pipes, suspended ceiling structures and supports, or placed on top of ductwork, other inappropriate hardware, or base building equipment. Cabling is to have its own support system such as conduit, cable tray, J-hooks, etc...).
11. Cables will not be run on the outside walls, along windows, in air ducts, fire dampers, or any other type of exterior surface.
12. All cables are to be run parallel to the building lines. Where required, cables will run perpendicular to join the buildings lines.
13. All cabling will be concealed behind existing finished walls and ceilings wherever possible. Where not possible, cable concealment solutions will be proposed and submitted for approval by Licensor prior to installation.
14. All horizontal cabling in the telecommunication rooms will be run above the backboard.
15. A maximum of five (5) meters of coils is permitted in the telecommunication rooms to be placed above the backboard. No coiling of cables is permitted in cable trays.
16. Conduits and cable will be installed neatly and securely so as not to interfere or make inaccessible for servicing any existing installations or base building equipment.
17. Licensor or its Advisor will inspect the telecommunications rooms upon completion of the work and regularly throughout construction. All deficiencies will immediately be corrected by Licensor at Licensee's expense as a Recoverable Cost.
18. CSA/ULC approved firestop assemblies must be used or replaced during the installation or removal of telecommunications cables. This may include fire rated walls, or vertically between floors. When entering through an existing firestop system, the integrity of the firestop system must be re-established upon completion of the installation.

19. Licensor reserves the right to require roof protection under antennas, satellites or rooftop equipment.

Health and Safety

Licensee and Contractor will follow Licensor's health and safety rules and regulations. In the event of conflict, the most stringent and recent requirements will apply. The rules and regulations may be amended from time to time without notice.

1. Licensee and Contractor shall provide to Licensor written "Safe Working Procedures" for all work being completed that involves Fall Protection equipment, Lock Out/Tag Out equipment, hydraulic equipment and any work that has any amount of risk or hazard involved. Licensor and/or Advisor will outline what "Safe Working Procedures" are required for the project prior to the project commencing.
2. Licensee and Contractor shall provide proof of valid "Working at Heights" certification for all staff working on site at any time by means of a photocopy of the Working at Heights Certification card and a copy of photo identification at time of signing contract. Both these documents may be returned to Contractor or shredded by Licensor once the project is complete.
3. Licensee and Contractor shall provide Licensor with a copy of their company's Health & Safety policy manual at time of signing contract.
4. Licensee and Contractor shall review and ensure that all staff and subcontractors working for their companies will abide by Licensor's Health & Safety policies and will sign Licensor's Contractor Health and Safety Acknowledgement form at time of signing contract.
5. Where projects exceed fifty thousand dollars (\$50,000.00), it is Licensee's and Contractor's responsibility to submit a "Notice of Project" to the Ministry of Labour and provide Licensor with a copy of this notice at time of signing contract.
6. Licensee and Contractor to provide written notification if one or more employees who are working onsite changes from the original group at the time of contract signing.
7. Where required, Licensee and Contractor are to obtain all required permits and provide Licensor with a copy.
8. Where a certified electrician, plumber, gas fitter, steam fitter sheet metal, refrigeration or Air Conditioning mechanic is required, Licensee and Contractor shall provide to Licensor proof of certification in the form of a photocopy of that license or certification. Where minor repairs involving the above-mentioned trades are called upon, Licensee and Contractor must provide evidence of competency as witnessed by Licensor and/or Advisor.

Changes to Scope of Work & Closeout Documentation

1. No changes or additions to the SOW will be made without the prior written approval of Licensor and/or its Advisor.
2. When a request to implement a change is necessary, requests for such will be forwarded to Licensor and/or Advisor in writing complete with all information reasonably required by Licensor.
3. Licensee will forward the following information to Licensor within thirty (30) days of project completion:
 - a. Work completion confirmation including the completion date in writing.
 - b. Final project report including a copy of each of the following:
 - i. As-built drawings showing all cable and conduit runs clearly labeled; and
 - ii. Cable acceptance test results.

Appendix A
Industry Standards
(as noted below or latest editions)

Telecommunications Industry Association (TIA):

ANSI/TIA-606-B, Administration Standard for Commercial Telecommunications Infrastructure (and all associated addendums).

ANSI/TIA-607-C, Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises.

ANSI/TIA 568.0-D, Generic Telecommunications Cabling for Customer Premises.

ANSI/TIA-568.1-D, Commercial Building Telecommunications Infrastructure Standard.

ANSI/TIA-568-C.2, Balanced Twisted-Pair Telecommunications Cabling and Components Standard (and all associated addendums).

ANSI/TIA-568-C.3 Optical Fibre Cabling Components Standard (and all associated addendums).

ANSI/TIA-526-14-C, Optical Power Loss Measurement of Installed Multimode Fiber Cable Plant; Modification of IEC 61280-4-1 edition 2, Fiber-Optic Communications Subsystem Test Procedures- Part 4-1: Installed Cable Plant- Multimode Attenuation Measurement.

ANSI/TIA-569-D, Telecommunications Pathways and Spaces.

ANSI/TIA-598-D, Optical Fiber Cable Color Coding.

Building Industry Consulting Services International (BICSI):

BICSI Telecommunications Distribution Methods Manual (Latest Edition).

BICSI Information Transport Systems Installation Manual.

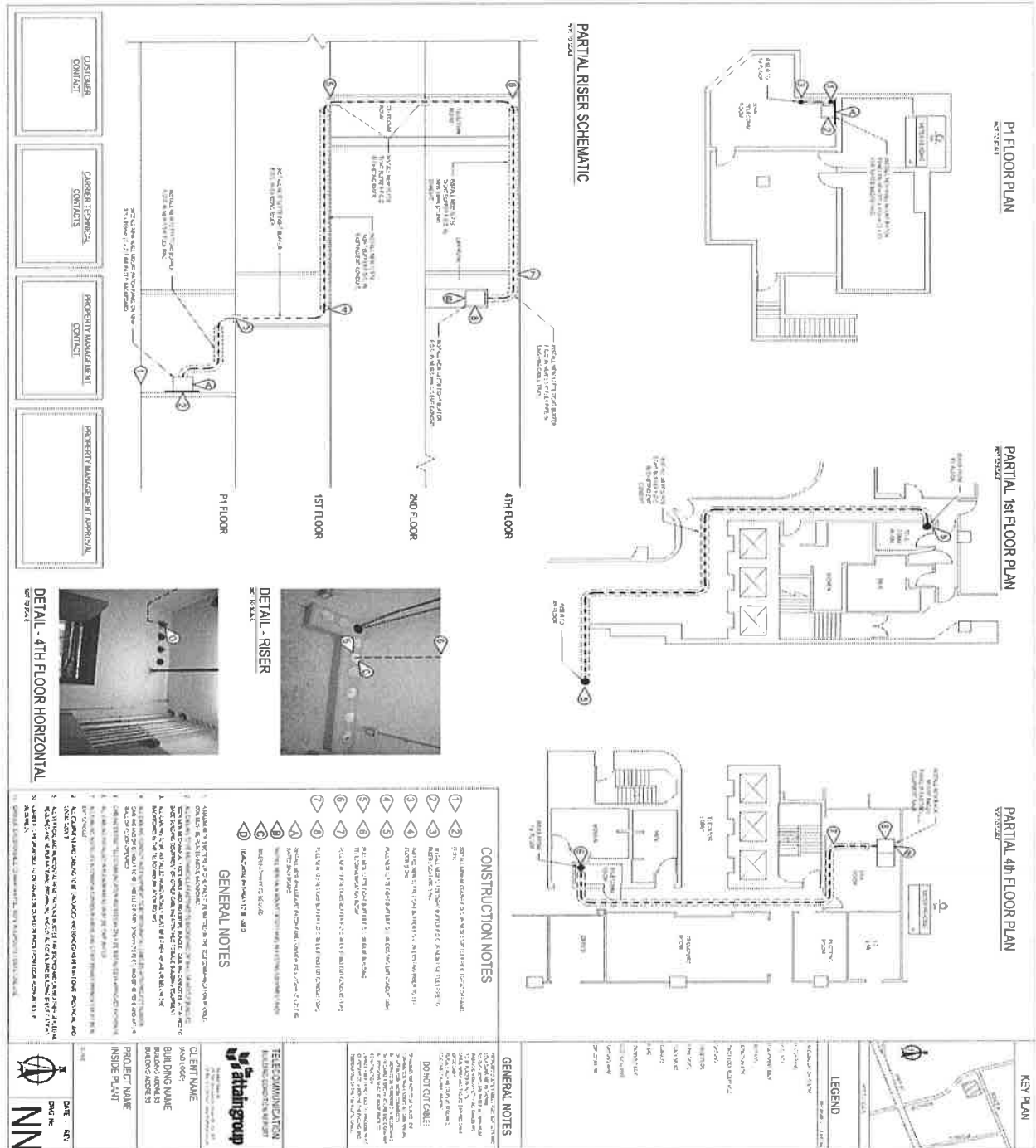
BICSI Customer Owned Outside Plant Manual (Latest Edition).

BICSI-Network Design Reference Manual.

BICSI-Wireless Design Reference Manual.

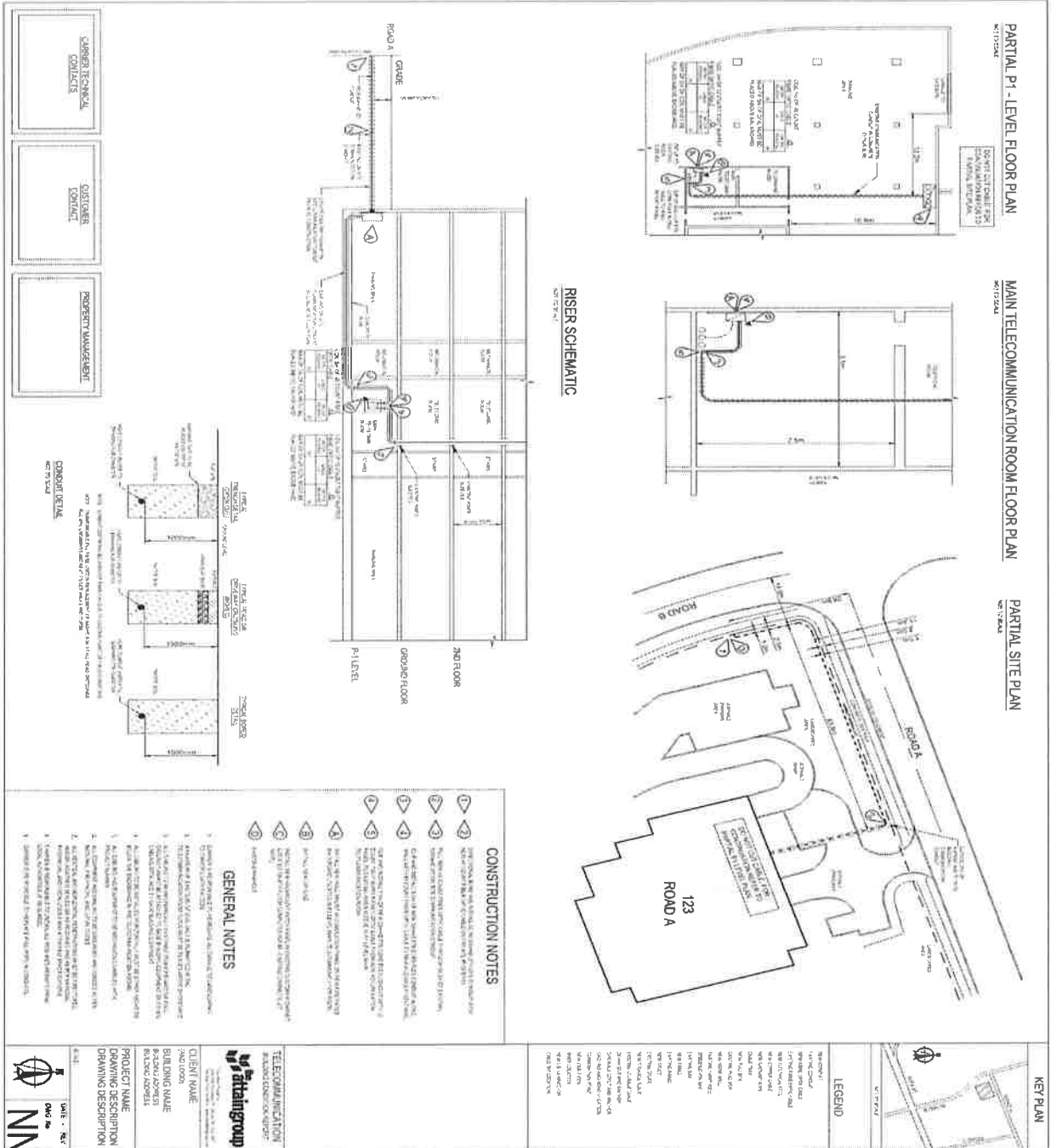
ANSI/NECA/BICSI 568-2001 Installing Commercial Telecommunications Cabling

Inside Plant



Appendix B Sample Drawings

Outside Plant



Simple Rooftop Plan

