

TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN:

University Equities Inc.

("Licensor")

- and -

TELUS Communications Inc.

("Licensee")

**TELECOMMUNICATIONS LICENSE AGREEMENT
INFORMATION PAGE**

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT dated the 13th day of October, 2017 between **University Equities Inc.**, as the Licensor and **TELUS Communications Inc.**, as the Licensee.

Building: 40 University Avenue, in the City of Toronto and the Province of Ontario.

Floor Area of Deemed Area: 30 square feet. The exact measurement of the Deemed Area may be verified by an architect or surveyor employed by the Licensor for that purpose and upon verification, an adjustment of the License Fee and the floor area will be made retroactively to the Commencement Date.

Commencement Date: the 1st day of November, 2017

Term: 5 years

License Space Fee: \$1,500.00 annually in advance due on the Commencement Date and each anniversary thereafter.

Electricity Charges: \$0 annually in advance due on the Commencement Date and each anniversary thereafter.

Renewal Term: 2 period(s) of five (5) years.

Notices: Licensor:
Triovest Realty Advisors Inc., as manager for
University Equities Inc.
Suite 1200
40 University Avenue
Toronto, ON M5J 1T1
Attn: The President
FAX (416) 362-9646

Licensee:
TELUS Communications Inc.
25 York Street, 22nd Floor
Toronto, ON M5J 2V5
Attn: Richard D. Johnson
Manager, Building Access
Phone: 416-496-6893
Email: Richard_johnson@telus.com

TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 13th day of October, 2017.

B E T W E E N:

University Equities Inc.

(hereinafter the "Licensor")

- and -

TELUS Communications Inc.

(hereinafter the "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 holiday.

"**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 the Licensee or a corporate predecessor of the Licensee, before the date of this Agreement, or (ii) are installed, or are to be installed by the Licensee, in the Deemed Area as described in Schedule "A", and (iii) such other equipment as may be installed by the Licensee during the Term and Renewal Term, as approved by the Licensor in accordance with Section 6.

"**Communications Spaces**": telecommunications pathways and cable pathways designated by the Licensor, acting reasonably, for use by the Licensee to provide Services to tenants and occupants of the Building and such other pathways used by the Licensee during the Term and Renewal Term as approved by the Licensor in accordance with Section 6.

"Connecting Equipment": the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that (i) have been installed by the Licensee or a corporate predecessor of the Licensee before the date of this Agreement, or (ii) are described in Schedule "C" and are installed, or to be installed by the Licensee, through the Entrance Link, and the Communication Spaces, and (iii) such other connecting equipment as may be installed by the Licensee in the Building during the Term and Renewal Term, as approved by the Licensor in accordance with Section 6, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

"Consumer Price Index": (All Items for Regional Cities, base year 1992=100) for the city in which the Building is located, or if there is no Consumer Price Index for that city, for the city in Canada nearest the Building for which there is a Consumer Price Index published by Statistics Canada (or by a successor or other governmental agency, including a provincial agency). If the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by the Licensor, acting reasonably, will be used. If a substitution is required, the Licensor will make the necessary conversions. If the base year is changed by Statistics Canada or the applicable governmental agency, the necessary conversions will be made.

"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.

"Deemed Area": the area described in Schedule "A".

"Entrance Cable": the Cable installed or to be installed by the Licensee that connects the 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 core sleeve, or other penetration designated by the Licensor, acting reasonably, through the Building's foundation walls or elsewhere containing the Entrance Cable.

"Equipment Room": the area containing the Main Distribution Frame for the Building.

"Event of Default": defined in Section 17.

"Existing Equipment": that part of the Licensee's Equipment installed before the date of this Agreement.

"Fair Market Rate" shall mean a rate to be utilized as the basis for any License Fee adjustment, as determined under Section 4(b) below.

"Fee": any amount payable by the 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 biphenyl, 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 tenant's or occupants in the Building.

"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 the freehold or leasehold title of the Lands, the Building or either of them.

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

"Recoverable Costs": the costs and expenses particularized on Schedule "D" for building services requested of the Licensor by the Licensee or causal to the Licensee's construction and installation activities relating to the provision of the Services in the Building. However, Recoverable Costs shall not include costs that would be incurred by the 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 Schedule "D" and provided by the Riser Manager) fees in relation to a Riser Manager.

"Released Licensee Persons": the Licensee and the officers, directors, employees, agents and contractors of the Licensee.

"Released Licensor Persons": the Licensor and Owner(s) 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.

"Renewal Term": the renewal term(s) noted on the Information Page.

"Riser Manager": a person or entity retained by the 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 the 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.

RECITALS:

A. The Licensee shall install Communications Equipment in the Building known and municipally located at ***, **, Ontario (the "Building"), the location of which is shown outlined on Schedule "A" attached hereto on the terms and conditions more particularly set out below in this Agreement, solely for the purpose of providing Services to the tenant or occupants situated in the Building. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Agreement does not provide for the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment.

B. The Licensee represents and warrants that the Communications Equipment will be used only for the purpose set out in section 2 of this Agreement and for no other. It is acknowledged and agreed to by the Licensee that the Licensee's right to engage in the foregoing use has been granted by the Licensor on a non-exclusive basis such that the Licensor shall have the right, at any time and from time to time, to permit other premises or areas in the Building to be occupied by other providers of telecommunications facilities and Services and to allow the placement and operation of other telecommunications equipment in the Building.

2. GRANT

- (a) the Licensor grants to the Licensee for the Term, a non-exclusive license:
- (i) to install, operate, maintain, repair, improve, replace, and remove, at the Licensee's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
 - (ii) to use the 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) The Licensee shall be provided access to the Lands and Buildings in order to exercise its non-exclusive license, twenty four hours per day, three hundred and sixty five days per year subject to:
 - (i) the Licensor's reasonable security requirements;
 - (ii) the notice requirement as provided in Section 8(b); and
 - (iii) an event of Force Majeure as provided in Section 30.
- (c) The Licensee shall use the Equipment Room and Deemed Area for the sole purpose of providing Services to tenants and occupants in the Building. The Licensee is expressly forbidden to serve other properties from the Building.
- (d) The Licensor may at any time, require the Licensee, to relocate within the Building any or all of the Licensee's Equipment, and the Deemed Area. Upon receipt of not less than one hundred and twenty (120) days advance written notice from the Licensor, (a "Relocation Notice") the Licensee shall relocate the Licensee's Equipment and the Deemed Area. The Relocation Costs will be shared equally by the Licensor and the Licensee unless the relocation is primarily to accommodate another supplier of Services. In that case, the Licensee will not be required to pay any part of the relocation costs. The Licensor shall permit the Licensee to effect any relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location. If a Relocation Notice is delivered, the Licensee, will, within fifteen (15) days after its receipt deliver written notice to the Licensor setting out particulars of its estimate of the Relocation Costs and, the Licensor will be entitled to rely upon that estimate in proceeding with the relocation. The Licensor may at any time within fifteen (15) days after receipt of the Licensee's estimate of the Relocation Costs rescind its Relocation Notice by giving written notice to the Licensee to that effect.
- (e) The Licensor 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 the Licensee's use.
- (f) The Licensor may grant, renew or extend similar licenses to other suppliers of telecommunications services. The License granted by this Agreement is revocable only in accordance with the express terms of this Agreement.
- (g) The Licensee agrees to assist the Licensor in improving the space and operating efficiencies within the Building by undertaking the following, at the Licensee's cost, at the request of the Licensor and within timeframes approved by the Licensor, acting reasonably:

- (i) identifying Existing Equipment;
 - (ii) upon reasonable request from the Licensor, 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 the Licensor, but subject to Section 2(d); and
 - (iv) upon request from the Licensor and with reasonable time to respond in the circumstances, providing to the Licensor 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 the Licensor's insurers.
- (h) The relationship between the Licensor and the 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. LICENCE FEES, ELECTRICITY AND OTHER CHARGES

The Licensee shall pay to the Licensor an annual licence fee, of *****(\$), payable in advance commencing on the Commencement Date, as outlined on the Information Page, and thereafter on the anniversary of the commencement date throughout the Term and all extensions thereof, without any deduction, set-off or abatement. In addition to the annual fee set out above, the Licensee shall pay to the Licensor upon demand, based upon the Licensor's monthly estimates which shall be adjusted by the Licensor at year end to reflect the actual consumption or actual costs for the year, as the case may be, the following:

- (a) the cost if any of supplying all utilities used or consumed by the Licensee in connection with its operation of the Communications Equipment on the basis of separate meters, if available, and otherwise on the basis of an equitable allocation as determined by the Licensor, acting reasonably. At the Licensor's option, the Licensor will install, at the Licensee's expense and in a location approved in advance by the Licensor, a separate meter to monitor the supply of all utilities used or consumed by the Licensee under this Agreement;
- (b) all business taxes, rates, duties and assessments and other charges that are from time to time levied, rated, charged or assessed against the Licensor or the owner of the Building on account of the operation of the Communications Equipment and every tax and license fee in respect of any and every business carried on by the Licensee under this Agreement with respect to the use or occupancy of the Communications Equipment by the Licensee;
- (c) any goods and services taxes, multi-stage sales, use, consumption, value added or business transfer taxes or any other similar taxes of whatever name imposed by any government authority with jurisdiction on any amounts payable under this Agreement; and

- (d) all costs which are attributable to the installation, operation, use and removal of the Communications Equipment.

4. **Term - Option to Renew**

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page, unless it is terminated earlier as provided in this Agreement.
- (b) Provided that the Licensee is not in default of any of its obligations under this Agreement, this Agreement will be renewed for the Renewal Term(s), upon written notice to the Licensor of its exercise of this right at least six (6) months and not more than twelve (12) months prior to the expiration of the License Term, unless the Licensee gives the Licensor at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of the Licensee's intention not to renew. Each Renewal Term will be governed by the same terms and conditions set out herein except for: (i) any further right to renew, (ii) Section 2(g), and (iii) the License Fee, which will increase at the start of each Renewal Term by a percentage equal to the percentage of the increase in the Consumer Price Index, or Fair Market Rate, whichever is greater, from the Commencement Date or the start of the previous Renewal Term (if any) as the case may be, to the start of the applicable Renewal Term.

"Fair Market Rate" as referred to herein means the prevailing rates in the buildings, including the Building, in the municipality where the Building is situated, for comparable licensed areas for comparable use, but, if there are no comparable licensed areas or uses in the municipality, then, the determination will be made based on prevailing fees for comparable licensed areas for comparable uses in other Canadian municipalities. At least 60 days before the expiry of the initial License Term, if such term is extended, Licensor will give written notice to the Licensee specifying its determination of such applicable Fair Market Rate. Within 45 days after Licensor's notice being given to Licensee, Licensee may give written notice to Licensor specifying its objection to Licensor's determination and stating the Fair Market Rate that Licensee has determined is appropriate. In the absence of such notice from Licensee, the Licensor's determination will be deemed accepted by Licensee. If Licensee gives notice to Licensor challenging Licensor's determination of Fair Market Rate, and Licensee and Licensor cannot agree as to Fair Market Value within ten days following the Licensee giving such notice to Licensor, then the dispute will be resolved by arbitration utilizing the services of a single arbitrator in the municipality in which the Building is situated, with the costs of such arbitration to be borne by the party against whom the decision of the arbitrator is made. Pending determination of the Fair Market Rate by the arbitrator, Licensee shall pay the License Fee payable immediately prior to the commencement of the extension period.

5. Use

The Licensee shall use the Building, 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. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Agreement does not provide for the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment.

6. CONSTRUCTION

- (a) Subject to what is stated below, 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, the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for the work or installation 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 the 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 the Licensor, in writing. No work shall commence until the Licensor has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. The Licensor'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 the Licensee. Despite what is stated above, only an initial "Bay Layout" will be required 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.
- (b) The Licensee warrants that, except for the Existing Equipment, the installation of the Licensee's Connecting Equipment, Entrance Cable and Cable shall be in strict compliance with the approved Plans and Specifications.
- (c) The Licensee agrees that installation and construction shall be performed:
 - (i) in a neat, responsible, and good and workman-like manner;
 - (ii) strictly consistent with such reasonable requirements as shall be imposed by the Licensor and communicated in advance to the Licensee in writing;
 - (iii) in accordance with all applicable laws, rules and regulations; and
 - (iv) using only contractors approved in writing by the 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).

- (d) The Licensee shall label each Cable installed by the 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 the Licensor might reasonably require. The labelling will be in a format approved by the Licensor acting reasonably.
- (e) The 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 the 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 the Licensee's operations.
- (f) The 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, and elevators, the sidewalks around the Building or any entrance ways.
- (g) The Licensee may amend or supplement the Plans and Specifications approved by the Licensor, from time to time, with the written consent of the Licensor, for the purpose of serving tenants and occupants of the Building. All terms and conditions of this Section 6 shall apply.
- (h) Prior to the installation of any additional Licensee's Equipment under this Agreement, the Licensee will also provide to the Licensor whatever information the 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 the Licensor's insurers. From time to time at reasonable intervals, the Licensor may require the Licensee to update the information referred to above in connection with the Licensee's Equipment and the Licensee will complete the update by confirmation in writing no later than ten (10) Business Days after written request.

7.

COVENANTS

- (a) The Licensee covenants as follows:
 - (i) The Licensee shall, at its sole cost and expense, maintain and repair the Deemed Area and the Licensee's Equipment in proper operating condition and maintains them in satisfactory condition as to safety.
 - (ii) The Licensee shall, at its sole cost and expense, repair any damage to the Building, Communications Spaces and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any other occupant of the Building where such damage is caused by the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or

invitees. If the Licensee fails to repair or refinish the damage, upon 30 day's prior written notice the Licensor may repair or refinish such damage and the Licensee shall reimburse the Licensor all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs.

- (iii) The Licensee shall not interfere with the use and enjoyment of the Building by the Licensor or by lessees, or licensees of the Licensor or tenants or occupants of the Building or other buildings. If such interference occurs, the Licensor shall give the Licensee written notice thereof and the Licensee shall correct same as soon as possible but not more than forty-eight (48) hours after receipt of notice. If the Licensee fails to correct the conditions after proper notification, the Licensor may take any action the Licensor deems appropriate to correct the conditions, all at the cost of the Licensee, plus an administration fee equal to fifteen percent (15%) of those costs.
- (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. The Licensee shall correct such interference as soon as possible but not more than forty-eight (48) hours after receiving written notice of such interference.
- (v) The Licensee will comply with all Building rules, as periodically adopted by the Licensor acting reasonably and provided to the Licensee in writing in advance, and will cause its agents, employees, contractors, invitees and visitors to do so.
- (vi) The 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 the Licensee's provision of Services.
- (vii) The 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. Despite the foregoing, the Licensor acknowledges and agrees that the Licensee is permitted to allow other local exchange carriers, (L.E.C.'s) 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 "B", except as required or mandated by the CRTC:

(a) the Licensee will not permit any other TSP to co-locate equipment in its Deemed Area (except where TSP has an agreement to service customers in building), or

(b) 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) The 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. Despite the foregoing or anything else contained in this Agreement to the contrary, and unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any Riser Manager or any other third party for any In-Building Wire.

(x) The 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 the Licensor elects to retain a Riser Manager, the Licensee will, to the extent directed by the Licensor (i) recognize the Riser Manager as the duly authorized representative of the 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. Despite the foregoing or anything else contained herein to the contrary, and unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any Riser Manager or any other third party for any In-Building Wire.

(b) The Licensor covenants:

(i) To operate, repair and maintain the Building and Building systems and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards;

(ii) That any consent or approval of the Licensor pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for;

(iii) Subject to the Licensee reimbursing the Licensor for the Licensor's reasonable costs in doing so, and subject to payment to the Licensor of an administration fee of fifteen percent (15%) of those costs, to cooperate with

the Licensee to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the 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, the Licensor shall, to the extent that it is commercially reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Licensee in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

8.

ACCESS

- (a) The Licensee's authorized representatives may 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. The Licensor will give the Licensee's authorized employees or properly authorized contractors, subcontractors, and agents of the 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 the 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. The 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, the Licensee will give at least twenty-four (24) hours notice to the Licensor of its intent to enter Communications Spaces. At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Communications Spaces, 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 the 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 the Licensor. Any person who accesses the Building Communication Spaces, or any other part of the Building which the Licensor designates outside of normal business hours, may be required by the Licensor to be accompanied by a representative of the Licensor designated for that purpose and the cost of providing this form of accompaniment or supervision will be paid by the Licensee to the Licensor based on hourly wage and employment cost plus an administration fee of fifteen percent (15%). This escort fee shall not apply if it is

recovered from tenants through the operating costs of the Building charged to them under their leases. In the event of any emergency, the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Communications Spaces and, within five (5) Business Days following the entry, shall provide to the 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 the 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 the 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 the Licensor considers necessary. The Licensor will, however, except in case of an emergency, give the Licensee at least twenty-four (24) hours advance notice before entry into the Deemed Area and will be accompanied by a representative of the Licensee if the Licensee makes a representative available for that purpose within forty-eight (48) hours of the Licensee's receipt of the Licensor's notice.

9.

INDEMNIFICATION OF LICENSOR AND INSURANCE

- (a) The Licensee shall indemnify and hold harmless the Licensor against any and all costs, claims, damages, causes of action and liability which arises from this Agreement or from the occupancy or use by the Licensee of the Building or the Communications Equipment (or any part thereof), or which occurs wholly or in part by any act or omission of the Licensee or by anyone permitted to be in the Building by the Licensee, or by the Licensee's failure to perform any of its covenants or agreements under this License, including, without limitation, any claim or cause of action for injury to or death of any person or damage to any property. The Licensee agrees to defend any claim, cause of action or demand against the Licensor, any of its affiliated or related corporations, or their respective shareholders, agents, employees and those for whom all and any of them are, or is in law responsible arising out of any such occurrence in connection with the Communications Equipment (or any part thereof) (and to pay all costs, expenses and reasonable legal fees incurred or paid by the Licensor in connection with such litigation), except to the extent that such loss or damage is caused by the negligence or wilful misconduct of the Licensor or those for whom it is in law responsible.
- (b) The Licensee shall, at its sole cost and expense, during the Term and any extension obtain and keep in force: (i) all risks property insurance for the full replacement cost of the Communications Equipment, (ii) commercial general liability insurance with limits of not less than TEN MILLION DOLLARS (\$10,000,000.00) inclusive per occurrence for bodily injury for any one or more persons, or property damage; and (iii) such other insurance relating to the installation, operation, maintenance, repair and removal of the Communications Equipment or the use of the Building as the Licensor may reasonably require. The policies specified in clauses (i), (ii) and (iii) above shall be taken out with insurers reasonably acceptable to the Licensor; shall be

in a form reasonably satisfactory to the Licensor; shall include the Licensor and any other parties required by the Licensor, acting reasonably, as additional named insured; shall include, as applicable, a cross-liability and severability of interests clause and a waiver of subrogation in favour of the Licensor and those for whom it is in law responsible and shall be non-contributing with and will apply only as primary and not excess to any other insurance available to all and any of the Licensor, its affiliated or related corporations, and its or their respective shareholders, agents, employees and those for whom all and any of them are or is in law responsible. The Licensee shall provide evidence of such coverages by a Certificate of Insurance to be delivered to the Licensor forthwith upon demand. No such insurance policies shall be invalidated with respect to the interest of the Licensor or any other party added as an additional named insured at the Licensor's request, by reason of any breach or violation of any warranty, representation, declaration or condition and shall contain an undertaking by the insurers to notify the Licensor by registered mail not less than 30 days prior to any material adverse change, cancellation or termination.

- (c) If the Licensee fails to take out or keep in force any insurance referred to in this Section 14 or should such insurance not be approved by the Licensor, and should the Licensee not commence to rectify diligently (and thereafter proceed to rectify diligently) the situation within 3 business days after written notice by the Licensor to the Licensee, the Licensor has the right, without assuming any obligation in connection with its doing so, to effect the insurance at the sole cost of the Licensee and all costs actually incurred by the Licensor shall be paid immediately by the Licensee to the Licensor without prejudice to any other rights or remedies of the Licensor under this Agreement, at law or in equity.
- (d) If the use or manner of use of the Communications Equipment or any acts, omissions, negligence or wilful misconduct of the Licensee or those for whom it is in law responsible anywhere whether in or on the Building cause or result in any increase in premiums for any insurance carried by the Licensor with respect to the Building or any part thereof, the Licensee shall pay immediately any such increase in premiums.
- (e) Despite any other provision of this Agreement, if any insurer under any insurance policy covering any part of the Building maintained by the Licensor or otherwise on or against the Building cancels or threatens to cancel its insurance policy or reduces or threatens to reduce coverage under such policy by reason of the installation or use of the Communications Equipment by the Licensee or by any transferee, or by anyone permitted by the Licensee to be in the Building, the Licensee shall commence to rectify diligently (and thereafter proceed to rectify diligently) the situation within the time limit specified by the Licensor's insurers after written notice by the Licensor to the Licensee. Otherwise the Licensor may, in addition to any right it has under this Agreement, at law or in equity, terminate this Agreement immediately and the Licensee shall immediately remove the Communications Equipment which removal shall be governed by Section 18.
- (f) Every exculpatory clause and indemnity in this Agreement that is given to the Licensor is also given: to each of the Licensor's shareholders, officers, directors,

employees, agents and those for whom all and any of them are, or is, in law responsible; to any management company retained by the Licensor to operate the Building; to every owner and mortgagee of the Building; and to each of their respective officers, directors, employees and agents. The Licensor acts as agent or trustee for the benefit of each of such persons or entities so as to enable each of them to enforce the exculpatory clauses and indemnities in this Agreement.

- (g) The Licensee has no insurable interest under any policies of insurance carried by the Licensor and the Licensee has no right to receive proceeds of any of those policies.
- (h) Where used in this Section 14, Section 15 and Section 19, the term "Licensee" shall mean the Licensee together with its officers, directors, employees, agents, invitees, contractors and licensees and those for whom the Licensee is, in law, responsible.

10. RELEASE BY LICENSEE

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

- (a) any damage to the Licensee's Equipment, Equipment Room, and Deemed Area or loss of, or use of such property;
- (b) the quality, adequacy, compatibility or sufficiency of any Building Communication Spaces provided to the Licensee hereunder, it being acknowledged by the Licensee that all Building Communication Spaces are provided "as is" and "where is", the use of which is at the sole risk of the 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 the Licensee;
- (e) the inadequacy of any utility service, or the loss of or the failure to provide any utility service save and except for the failure of the Licensor to provide reasonable prior written notice in accordance with Section 6. The Licensee acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in office buildings and the Licensee further acknowledges that any sensitive Equipment in and on the Building will be protected by the Licensee from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems; or
- (f) any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of or use of property referred to in subparagraph 10(a), or damage to property in respect of which the 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 insurer or the Licensee self insures, it being acknowledged that the Licensor, in requiring the

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 the Licensor.

This release extends to any acts or omissions of the Licensor but not to any negligent, grossly negligent or wrongful wilful acts or omissions of the Licensor except that for damage, loss, cost or expense referred to in paragraph (f) above, Licensor will only be responsible for any grossly negligent or wrongful wilful acts or omissions of Licensor.

11. RELEASE BY LICENSOR

The Licensor releases the Licensee in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Licensor's property in respect of which the Licensor 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 insurer or the Licensor self-insures, it being acknowledged that the Licensee, in requiring the Licensor 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 the Licensee. This release extends to any acts or omissions of the Licensee but not to any grossly negligent or wilful acts or omissions of the Licensee.

12. LIENS AND SECURITY INTERESTS

The Licensee shall ensure that no lien, security interest, charge, mortgage, or other encumbrance is claimed in respect of the Building in connection with the Communications Equipment and the Licensee shall indemnify the Licensor in respect of all costs and expenses that might be incurred by the Licensor in obtaining the removal from title, and discharging of any notice, claim for lien or other document (including but not limited to a notice under the Personal Property Security Act).

13. CONSEQUENTIAL DAMAGES - EXPANDED MEANINGS - AGENCY AND TRUST

- (a) Neither the Licensor nor the Licensee will be liable to the other (regardless of any other provision of this Agreement), in respect of any indirect, special, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.
- (b) Wherever a release is provided for under this Agreement in favour of the Licensor, it will be deemed to include the Released Licensor Persons. The 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.
- (c) Wherever a release is provided for under this Agreement in favour of the Licensee, it will be deemed to include the Released Licensee Persons. The Licensee acts as agent

or trustee for the benefit of the Released Licensee 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.

14. ASSUMPTION OF RESPONSIBILITY AND CONTROL

The Licensor reserves its right, consistent with the applicable decisions and rulings of the CRTC, to request the Licensee to transfer responsibility and control of its In-Building Wire. Such transfer shall be at the sole discretion of the Licensee and on terms and conditions acceptable to the Licensee. If the Licensor assumes responsibility and control of In-Building Wire installed by the Licensee, it will be entitled to recover the reasonable costs of its maintenance and management to the extent permitted by the CRTC.

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

- (a) The Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensor which consent may not be unreasonably withheld. Despite what is stated above, the Licensee may assign its rights under this Agreement, on a bona fide basis, to an Affiliate without the prior written consent of the Licensor, to a purchaser of substantially all of the assets of the Licensee if: (i) the assignee executes an agreement with the Licensor to be bound by the terms of this Agreement and agrees to pay the reasonable costs of the Licensor incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of the Licensee, an assignment in respect of which the Licensor's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Licensor those reasonable particulars which the Licensor requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Licensor reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement mentioned above and to satisfy itself that the requirements stipulated above are satisfied.
- (b) No assignment whether to an Affiliate or otherwise, shall release the Licensee from any liability or obligation under this Agreement, unless the Licensor provides a release in writing.
- (c) Subject to Schedule B, except as required or mandated by the CRTC and as provided for in this Agreement, the 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 the Licensor's consent.
- (d) Despite what is stated above, the Licensee will be permitted to assign its rights under this Agreement to a bona fide lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking. However, this permission does not imply or allow the inference that the Licensor waives, or is willing to forbear from the exercise of its remedies under this Agreement, should an Event of Default

occur, nor that any lender will have any greater rights than the Licensee in respect of this Agreement, including but not limited to the restrictions set out in this Section 16.

16. HAZARDOUS MATERIALS

The Licensee shall not install, bring upon, or use any Hazardous Substance into or on the Building except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Licensee's business in the Building, and provided that any such use is in compliance with all applicable laws. The Licensee shall indemnify and hold the Released Persons and any party the Licensor 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 the Licensee, including any and all costs incurred in remedying such breach.

17. EVENTS OF DEFAULT - TERMINATION REMEDIES

- (a) Each of the following events shall be deemed to be an Event of Default by the Licensee under this Agreement:
- (i) the Licensee defaulting in the payment of any License Fee, amount, or portion thereof, or other sum of money due to the Licensor and such default continues for more than Five (5) Business Days, after written notification of such default by the Licensor to the Licensee;
 - (ii) the revocation of the Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Licensee's providing of such services;
 - (iii) in the event that the Licensor terminates this Agreement in accordance with Section 17(a)(ii), the Licensor may, in addition to any other remedy available hereunder, at law or in equity, disconnect and remove the Communications Equipment, and the Licensee shall pay, in addition to all amounts owing under this Agreement to the end of the Term, all other costs incurred by the Licensor including, without limitation, all costs to remove the Communications Equipment, costs to restore those portions of the Building affected by the removal of the Communications Equipment and all reasonable legal fees, if any.
 - (iv) the Licensee's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver or liquidator of the Licensee or of any of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of the Licensee;
 - (v) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Licensee under any loan or debt obligation;

- (vi) the ceasing of the Licensee to carry on business in the ordinary course; and
 - (vii) if the Licensee shall default in the observance or performance of any of the 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 the Licensor to the Licensee.
- (b) Upon or after the occurrence of an Event of Default the Licensor may elect to terminate this Agreement without limiting its other remedies.
 - (c) If the Licensor shall default in the observance or performance of any of the Licensor'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 the Licensee to the Licensor, the Licensee may terminate this Agreement without limiting its other remedies.

18. LOSS OR DAMAGE

The Licensor shall not be liable for any death or injury arising from or out of any occurrence in, upon or relating to the Communications Equipment (or any part thereof) nor shall the Licensor be responsible for any loss or damage to any property of the Licensee or of others arising from any cause relating to the use, installation, maintenance, repair, service or operation of the Communications Equipment (or any part thereof). This release applies even where the Licensor is negligent but not where it wilfully causes the damage, or is grossly negligent. All property of the Licensee kept or stored in the Building shall be so kept or stored at the risk of the Licensee only and the Licensee hereby releases the Licensor and shall indemnify the Licensor and save it harmless from any claims arising out of any damage to the same including, without limitation, any subrogation claims by the Licensee's insurers.

19. SALES TAX

The Licensee shall pay, when due, any sales tax, goods and services tax, value added tax or any other tax imposed on the Licensor with respect to any sum payable by the Licensee to the Licensor or otherwise under this Agreement, whether characterized as a sales tax, goods and services tax, value added tax, business transfer tax or otherwise.

20. REMOVAL AND RESTORATION OBLIGATIONS

(a) At the expiration or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, without permitting the registration of any liens against title to the Lands, the Building or any other property of the Licensor or the Owner remove the Entrance Cable, and all other items of the Licensee's Equipment except any part of it that by agreement between the Licensee and the Licensor has been acquired by the Licensor, and all of the 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 the Licensee to provide services to other TSP's. 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 the Licensor's sole option, (i) be removed, or removed and stored by the Licensor at the Licensee's expense (and the Licensee will pay an administration fee equal to fifteen percent (15%) of the expense), or (ii) after twenty (20) business days written notice to the Licensee, become the property of the Licensor without compensation to the 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 arise by reason of the Licensee's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, the Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensor of all costs and expenses reasonably incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to fifteen percent (15%) of the cost. The Licensee will provide to the 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 CRTC mandated obligations upon the Licensee to provide services to other TSPs or to provide services to the tenants of the Building, the Licensee is not required by Section 18(a) to remove the Entrance Cable or other items of the Licensee's Equipment ("Exempted Items") then despite the expiration or termination of the Term of this License, all of the obligations of the Licensee under this Agreement will continue in full force and effect until the Licensee's CRTC mandated obligations and its service agreements with the tenants in the Building end, except that the obligation to pay the Licensee Fee will be suspended so long as the Licensee does not provide Services or charge fees for the use of Exempted Items. That situation will continue (subject to the sentence following this one) until the Licensee's CRTC mandated obligations end and the Licensee removes the Exempted Items and restores damage as provided in Section 18(a). Notwithstanding the foregoing, so long as, and to the extent a third party assumes ownership, responsibility and control of the Exempted Items, and the third party is bound by a telecommunications access agreement with the Licensor, or a successor of the Licensor, the Licensee will be exempted from all of its obligations, liabilities and responsibilities under this Agreement in respect of the Exempted Items including (but not limited to) the obligation to remove the Exempted Items, but such release shall only apply to the extent that the Licensee's obligations in respect of the Exempted Items have been assumed by and are enforceable against such third party by the Licensor.

21. LICENSOR'S ALTERATIONS

Despite anything else in this Agreement, the Licensor may, at any time, make any changes in, additions to or relocations of 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 the Licensor considers necessary to prevent the accrual of any rights in them to any persons; and the 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 the Licensee) which serve any part of the Building. No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

22. **NOTICES**

Any written information, questions, notices, or correspondence pertaining to this Agreement (a "Notice") shall be sent by mail, postage prepaid, certified or registered mail, to the following address or such other address as may be specified in writing from time to time:

To the Licensor:

Triovest Realty Advisors Inc., as manager for
University Equities Inc.
Suite 1200
40 University Avenue
Toronto, ON M5J 1T1
Attn: The President

FAX (416)-362-9646

To the Licensee:

TELUS Communications Inc.
25 York Street, 22nd Floor
Toronto, ON M5J 2V5
Attn: Richard D. Johnson
Manager, Building Access
Phone: 416-496-6893
Email: Richard_johnson@telus.com

and service shall be deemed to have been made on the date the Notice was delivered in person or, if mailed by certified or registered mail, on the day which is 72 hours following the date of mailing.

23. **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 the Licensee although it may be affixed or attached to the Building, and shall, during the Term of this Agreement, or any Renewal Term, belong to and be removable by the Licensee. Notwithstanding the foregoing, upon expiration of this Agreement, the ownership of the In-Building Wire shall, if both parties mutually agree, vest in the Licensor, in which case the In-Building Wire shall remain in place. In all other cases, the In-Building Wire shall be removed by the Licensee at the Licensee's cost and expense.

24. **LICENSE ONLY**

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

25. LIMITATION OF LIABILITY

The obligations of the Licensor under this Agreement shall no longer be binding upon the Licensor if the Licensor or Owner(s) sells, assigns or otherwise transfers its interest in the Building as owner or lessor (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, the Licensor's obligations 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 the Licensor from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

26. 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 the Licensor wishes to redevelop, or otherwise alter the Building in such a manner as to, in the Licensor's opinion, make the relocation of any part of the Deemed Area or the Licensee's Equipment not feasible;
- (e) the 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 Licensee Services or any other matters required by the Licensee to provide Licensee Services; or
- (f) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC.

27. INTEREST OF LICENSEE

This Agreement is a licence only and does not grant any interest, whether legal or equitable, to the Licensee in or to any real property interest of the Licensor.

28. ENTIRE AGREEMENT

This Agreement and the schedules attached set forth the entire agreement between the Licensor and the Licensee concerning the Communications Equipment and the Building and there are no agreements between

them other than as are set forth in this Agreement. This Agreement and the schedules may not be modified except by agreement in writing executed by the Licensor and the Licensee. The Licensor has made no representation or warranty that the Licensee in connection with any matter pertaining to this Agreement.

29. LICENSEE'S REPRESENTATION

The Licensee represents to the Licensor and acknowledges that the 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 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 the Licensee or the customers of telecommunication service providers that lease local loops from the Licensee to serve customers within the Building and (ii) persons communicating with those customers) is minimized.

30. FORCE MAJEURE

Despite anything contained in this Agreement to the contrary, if the Licensor or the Licensee is, in good faith, delayed or prevented from doing anything required by this Agreement because of a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason, that is not the fault of the party delayed, the doing of the thing is excused for the period of the delay and the party delayed will do what was delayed or prevented within the appropriate period after the delay. The preceding sentence does not excuse the Licensee from payment of all amounts which it is required under this Agreement to pay.

31. OVERHOLDING

If the Licensor permits the Licensee to retain its Communications Equipment in the Building after expiry of the Term with the permission of the Licensor but without executing a new agreement, there is no tacit renewal of this Agreement despite any statutory provision or legal presumption to the contrary. This Licensee shall continue on a month-to-month basis only on the same terms and conditions set out in this Agreement.

32. IMPLIED WAIVERS

A waiver by the Licensor or the 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 Licensor or the Licensee, as the case may be.

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.

34. LAW, BY-LAWS RULES AND REGULATIONS


The Licensee will comply with all applicable laws and by-laws, and with all rules, regulations and directives, written or verbal, from time to time established by the Licensor in respect of the Building.

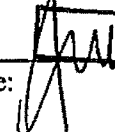
35. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective successors and permitted assigns. If there is more than one Licensee, or more than one person or entity comprising the Licensee, each is bound jointly and severally by this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first set out on the first page of this Agreement.


University Equities Inc.,
By its Manager Triovest Realty Advisors Inc.
(Licensor)

Per: 
Name: **Rachna Morgado**
Title: **Director**

Per: 
Name: **Mariana Farias**
Title: **SVP, Commercial Central**

I/We have authority to bind the corporation

TELUS Communications Inc.
(Licensee)

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

Per: _____
Name:
Title:

I/We have authority to bind the corporation

SCHEDULE "B"

CO-LOCATION

In this Schedule "B" the following definitions apply:

"Co-location": a sharing of space resulting from a relocation permitted by this Schedule "B" 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.

"Corporate Change": a corporate reorganization, amalgamation, merger, acquisition, divestiture or other corporate asset change, structural or organizational change involving the 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 the 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 the Licensee, that is bound by a TLA and is involved in a Corporate Change.

"TLA" an agreement with the 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, the Licensee determines that the Communications Equipment, or that Related Party Equipment is redundant, then the Licensee, on at least thirty (30) days notice to the 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 the Licensee has become the licensee or tenant under the TLA, terminate the TLA between the Licensor and the Related TLA Party.

If a Co-location occurs, all costs reasonably incurred by the Licensor to alter the Building space, facilities or equipment to accommodate the Co-location will be recoverable by the 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, the 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 the Licensor's option, be adjusted as follows:

- (i) if the 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 on 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 "C"
CONNECTING EQUIPMENT
"INTENTIONALLY BLANK"

SCHEDULE "D"

RECOVERABLE COSTS

The Recoverable Costs are the costs 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 the 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 the Licensee;
- (e) construction for additional space or reconstruction or modification of existing space to accommodate the Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of the 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 the Licensee's operations within the Building; and
- (g) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 6(a).

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SCHEDULE "D" RECOVERABLE COSTS