

INFORMATION PAGE

This page sets out information which is referred to in and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT (Conventional) made as of the 4th day of February, 2002 between **PENSIONFUND REALTY LIMITED** as Licensor and **TELUS COMMUNICATIONS INC.**, as Licensee. The information is as follows:

Building: the office building municipally known as 250 Albert Street, in the City of Ottawa, in the Province of Ontario.

Commencement Date: the 1st day of March, 2002.

Equipment Room: approximate number of square feet 100.

License Fee: the annual sum of \$1,500.00, subject to increase in accordance with Section 3(a)(i) by a percentage of 2% at the end of every second year of the Term, and of each Renewal Period, and at the start of each Renewal Period.

Notices:	Licensor	Licensee
	Pensionfund Realty Limited	Telus Communications Inc
	c/o Morguard Investments Limited	2700 Matheson Blvd. East
	301 – 350 Sparks Street	5 th Floor, West Tower
	Ottawa, Ontario	Mississauga, Ontario
	K1R 7S8	L4W 4V9
	Attention: General Manager	Attention: Richard Johnson,
		Manager, Building Access, Ontario
	Phone: 613-237-6373	Phone: 905-804-6123
	Facsimile: 613-237-0007	Facsimile: 905-804-6104

Prime Rate Reference Bank: The Bank of Nova Scotia.

Renewal Period(s): 3 periods of 3 years each.

Roof Area: approximate number of square feet 0.

Term: Five years, 0 months and 0 days starting on the Commencement Date, and ending on the 28th day of February, 2007 or upon the Licensee removing its equipment from the building, which ever comes first.

**TELECOMMUNICATIONS LICENSE AGREEMENT
(Conventional Single Building)**

This License Agreement made as of this 4th day of February, 2002.

B E T W E E N:

PENSIONFUND REALTY LIMITED

(hereinafter the "Licensor")

- and -

TELUS COMMUNICATIONS INC.

(hereinafter the "Licensee").

RECITALS:

A. The Licensor owns or manages the Building and the tenants and occupants of that building require telecommunication services.

B. The Licensee wishes to gain access to specified interior portions of the Building for the sole purpose of installing, maintaining and operating equipment to provide telecommunication services to the tenants and occupants of the Building utilizing cables and wires situated, or to be situated, in conduit, ducts and risers within the Building.

NOW THEREFORE, in consideration of the mutual covenants herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensee and the Licensor agree as follows:

1 Definitions

In this Agreement the following definitions apply:

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

"Agreement": this agreement and its Exhibits and Schedules.

"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 described on the Information Page and situated on the lands described in Schedule "A".

"Business Day": a day that is not Saturday, Sunday, or a statutory holiday.

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

"Communications Equipment": cabinets, racks, electronic equipment and other equipment installed, or to be installed by the Licensee in the Equipment Room all as described in Schedule "C".

"CRTC": Canadian Radio and Television Commission.

"Communications Spaces": telecommunications pathways and cable pathways designated by the Licensor in Schedule "E" for use by the Licensee in accordance with this Agreement.

"Connecting Equipment": the cables, conduits, inner ducts and connecting hardware installed, or to be installed by the Licensee, through the Entrance Link and the Communication Spaces, all as described in Schedule "D" and Schedule "E".

"Cross Connection": the connection of one wire or cable under the management and control, or ownership of one telecommunications service provider 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 telecommunication service provider to that of another, or any of its components.

"Demarcation Point": the physical location where the wires and facilities on one side of a point are under the responsibility and control of the Licensee and the wires and facilities on the other side of the point are under the responsibility and control of another person or entity.

"Entrance Link": the coresleeve, or other penetration designated by the Licensor through the Building's foundation walls or elsewhere as indicated in Schedule "D".

"Environmental Laws": include any domestic and ~~foreign~~ federal, provincial, municipal, or local laws, statutes, regulations, ordinances, guidelines, policies, judge made laws or common laws and any orders of a court or governmental authority, relating in any way to the natural or human environment (including land, surface water, groundwater, and real, personal, moveable and immovable property), public or occupational health and safety, and the manufacture, importation, handling, use, reuse, recycling, transportation, storage, disposal, elimination and treatment of a substance, hazardous or otherwise.

"Equipment Room": the area described in Schedule "B" as the Equipment Room.

"Event of Default": defined in Section 17.

"Exclusive Use Area": an area (if any) shown on Schedule "F" as an "Exclusive Use Area".

"Fee": any amount payable by the Licensee under this Agreement.

"In-Building Cable Facilities": the Connecting Equipment in the Building Communication Spaces situated between the Equipment Room and the leasable areas of the Building and other areas that might be occupied by the Licensee's subscribers or potential subscribers.

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

"Licensee's Equipment": the Communications Equipment and the Connecting Equipment.

"License Fee": the annual sum stated as the Licensee Fee on the Information Page.

"Owner(s)": the owner or owners from time to time of the Building, or the title to the lands described on Schedule "A".

"Person": any person, partnership, corporate entity or any combination of them.

"Plans and Specifications": the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Section 7(a) and attached to this Agreement as Exhibit "1".

"Pollutants": any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

- (a) radioactive materials;
explosives;
- (c) any substance that, if added to any air, land and/or water, would degrade or alter or form part of a process of degradation or alteration of the quality of the water, land and/or air, to the extent that it is detrimental to its use by human beings or by any animal or plant;
- (d) any solid, liquid, gas, micro-organism, sound, vibration, ray, heat, radiation, odour or combinations of any of them that is likely to alter the quality of the environment (including air, land and water) in any way and that is present in the environment in a quantity or concentration in excess of regulatory standards, or the presence of which in the environment is prohibited by regulation or is likely to affect the life, health, safety, welfare or comfort of human beings or animals or to cause damage to or otherwise impair the quality of the soil, vegetation, wildlife or property;
- (e) toxic substances;
- (f) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental or municipal authority having jurisdiction over the Licensor, the Licensee or the Building;
- (g) any substance the use or transportation of which or the release of which into the environment is prohibited, regulated, controlled or licensed under Environmental Laws;
anything contaminated by any Pollutant; and
- (i) bio-medical waste.

"Prime": the rate quoted from time to time as its "Prime Rate" for commercial loans in the City in Canada where the Licensor's head office is situated, by the bank indicated on the Information Page, as the "Prime Rate Reference Bank".

"Prime Demarcation Point": the Demarcation Point (if any) designated as the Prime Demarcation Point on Schedule "G" in accordance with this Agreement.

"Released Persons": the Licensor, its Affiliates, the Owner(s), the Owner's agent, Morguard Investments Limited, their respective Affiliates, the Riser Manager, any lender that holds security on the Building, and the respective officers, directors, employees, agents, tenants located in the Building, contractors and all those for whom they are in law responsible, of all and any of them.

"Renewal Period": the period(s) if any stated as Renewal Periods on the Information Page and referred to in Section 4(b).

"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.



"Secondary Demarcation Point(s)": the Demarcation Point(s) (if any), designated as Secondary Demarcation Points on Schedule "G" in accordance with this Agreement.

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

2. Grant

- (a) the Licensor grants to the Licensee for the Term, a non-exclusive license:
- (i) to install, operate, maintain, improve, replace, and remove, at the Licensee's sole expense and risk, certain Communications Equipment in the Equipment Room; and
 - (ii) to install, maintain, operate, and replace, at the Licensee's sole expense and risk, certain Connecting Equipment, from the lot line of the Building at a point designated by the Licensor, through the Entrance Link and through designated Building Communications Spaces connecting:
 - A. the Entrance Link and the Equipment Room; and
 - B. the Equipment Room to the Licensee's customers, as provided in Schedule "E" (or from the Equipment Room to the Prime Demarcation Point (if any) and from the Secondary Demarcation Point(s) (if any) to the Licensee's customers as provided in Schedule "E").
- (b) The Licensee shall use the Equipment Room for the sole purpose of providing telecommunication services to its subscribers in the Building. The Licensee is expressly forbidden to serve other properties from the Building.
- (c) The Licensor may limit the type, size and location of the Licensee's Equipment located in the Building and may periodically require the Licensee, at the Licensee's sole expense (subject to what is stated below in this Section 2(c)), to relocate within the Building any or all of the Licensee's Equipment, including the Equipment Room, acting reasonably. If the Licensor requires the Licensee to relocate both or either of the Licensee's Equipment and the Equipment Room in the Building, the Licensee shall within 90 days of receipt of the Licensor's notice either:
- (i) relocate the Licensee's Equipment and if required by the Licensor, the Equipment Room as the case may be, all at the Licensee's sole expense (subject to what is stated below in this Section 2(c)). The Licensee shall repair any damage caused to the Building as a result of the relocation and the Licensor shall not be responsible for any losses, costs or expenses suffered or incurred by the Licensee as a result of the relocation. The Licensor shall permit the Licensee to effect the relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location; or
 - (ii) terminate this Agreement upon 30 days' written notice to the Licensor with respect to the Building.

If a relocation of both or either of the Licensor's Equipment and the Equipment Room is required mainly to accommodate another provider of telecommunication services then the cost will be paid by the other provider and not by the Licensee.

- (d) 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.

- (e) The Licensor makes no warranty or representation that the Equipment Room, the Building Communications Spaces or any part of the Building are suitable for the Licensee's use and accepts no responsibility if they are not suitable. The Licensee is deemed to have satisfied itself in all respects including completing comprehensive site inspections of the Equipment Room, the Building Communications Spaces and the Building, respectively, and accepts them "as is". The Licensor is under no obligation to perform any work or provide any materials to prepare the Equipment Room, the Building Communications Spaces or the Building for the Licensee.
- (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) Despite what is stated above, the Licensee's right to use the part or parts, if any, of an Exclusive Use Area will be exclusive.

Despite anything else in this agreement, the Licensor may from time to time, acting reasonably, require the Licensee, at the Licensee's cost (subject to what is stated below in this Section 2(h)), to reconfigure the Licensee's Equipment so as to minimize the use of space within the Building by the Licensee's Equipment where it is feasible to do so without impeding the ability of the Licensee to provide service to its customers. If a reconfiguration is required mainly to accommodate another provider of telecommunication services then the cost will be born by that other provider and by the Licensee.

- (i) Where any of the Licensee's Connecting Equipment becomes surplus and is no longer required by the Licensee to service its customers or subscribers in the Building, the Licensor may, on 30 days' notice to the Licensee require the Licensee to: (i) transfer ownership and control of the surplus portions of the Licensee's Connecting Equipment to the Licensor or to a person designated by the Licensor for use by it; or (ii) to remove all or part of it and restore any damage caused by the removal. No compensation will be payable by the Licensor to the Licensee in respect of any surplus components of the Licensee's Connecting Equipment that are transferred to the Licensor or required to be removed as required above.

3 Licence Fees

The Licensee shall pay to the Licensor as the License Fee for the Building, without deduction, set-off or abatement, in annual instalments in advance, the annual sum stated on the Information Page for the first year of the Term, which License Fee shall increase at the end of every second year of the Term; at the end of every second year of each Renewal Period; and at the start of each Renewal Period, by the greater of: (i) the percentage stated on the Information Page, and (ii) an amount that reflects the rate which prevails in the municipality where the Building is situated, for comparable buildings in connection with comparable rights of use and access. If there is a dispute concerning that prevailing rate it will be determined by a single arbitrator under the applicable arbitration legislation. The License Fee shall be payable in advance, commencing on the Commencement Date. All payments shall be made to the Licensor at the location specified in this Agreement.

The Licensee shall also pay to the Licensor the additional fees payable under Section 6 below in respect of operating costs attributable to the Licensee's use and operation of the Licensee's Equipment, Building Communications Spaces and Equipment Room.

Upon execution of this Agreement, Licensee shall pay Licensor a one-time fee in the amount of \$1,250.00 to partially reimburse Licensor for the

expenses that may be incurred by Licensor in connection with this Agreement, including, but not limited to, consulting, legal and technical service fees.

- (c) Interest will accrue at that rate of interest that is 3% greater than Prime on any arrears of Fees payable by the Licensee, and will be payable when payment of the interest is demanded.

If the Licensee disputes any amount demanded or invoiced under this Agreement it must do so by written notice stating the details and basis of the objection, within 60 days after receipt of the demand or invoice, failing which it will be deemed to have accepted the demand or invoice.

4. Term - Options(s) to Renew

- (a) The Term of this Agreement will commence on the Commencement Date and expire on the date stipulated on the Information Page. However, if the Licensee has not installed the Licensee's Equipment in the Building within 90 days of the Commencement Date; or if the Licensee has had no bona fide subscribers in the Building for more than 90 consecutive days following the end of the first 90 day period mentioned above, the Licensor may terminate this Agreement with respect to the Building on 60 days' notice to the Licensee and Section 19 will apply.
- (b) If the Licensee does not default under this Agreement, the Licensee shall have the right to renew the Term for the Building for the Renewal Period(s) if any stated on the Information Page, but in each case the Licensee must give written notice of its exercise of this right at least 12 months and not more than 15 months prior to expiration of the Term, or the Renewal Period, as the case may be, and the right to renew in each case, is subject to the following:
- (i) the License Fee during each Renewal Period will be determined as provided in Section 3(a);
 - (ii) there will be no further renewal right following the expiry of the last Renewal Period provided for above.

5. Use

The Licensee shall use the Building Communications Spaces and the Equipment Room in the Building solely for the purpose of providing telecommunication services to the tenants or occupants situated in the Building who subscribe for those telecommunication services during the respective terms of their tenancies. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide its telecommunication services. This Agreement prohibits the installation or operation of all forms and types of rooftop communications equipment or wireless communications equipment, and all types of Broadcasting equipment and services.

6. Electric Utilities and Operating Costs

- (a) The Licensee shall install, at its own cost, a separate electrical panel and meter for the Licensee's Equipment in the Equipment Room in the Building and shall be responsible to the local electric utility for the electrical costs attributable to the Licensee's use and operation of the Licensee's Equipment, the Building Communications Space and the Equipment Room. Failing any such meter being installed, the Licensor shall estimate, acting reasonably, the amount of electricity consumed by Licensee which amount plus an administration of 15% of the amount, shall be paid by the Licensee when it is billed. The Licensor shall use reasonable efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's use but shall not be responsible for any losses, costs or expenses suffered as a result of any failure to notify or as a result of any such outages. The Licensor has no

obligation to provide emergency or "backup" power to the Licensee. Any provision of emergency or "backup" power shall be the sole responsibility of the Licensee.

The Licensee shall be responsible for all operating expenses and costs relating to the operation of the Building which are attributable to the Licensee's use and operation of the Licensee's Equipment, the Building Communications Spaces, and the Equipment Room. Where operating costs and expenses are not metered or otherwise separately measured and attributable to the Licensee, then the Licensee shall reimburse the Licensor for the portion of those costs and expenses that the Licensor, acting reasonably, deems appropriate.

If the Licensor determines that real property taxes, or other taxes payable in respect of the Building have been increased as a consequence of this Agreement, improvements installed by the Licensee in respect of the Building, or any of the fees or other amounts payable by the Licensee under this Agreement, then, the Licensor will be entitled to determine, acting reasonably, the amount of the increase, and the Licensee will pay the increase based on reasonable estimates of the Licensor in advance, and subject to periodic adjustment within a reasonable time after the final amounts of real property taxes and other taxes applicable to the Building are determined.

Construction

- (a) The Licensee represents and warrants that the Plans and Specifications have been prepared in accordance with the best engineering standards. 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, the Building Communication Spaces to be used by the Licensee, and the Equipment Room, all specifically describing the proposed construction and work. All working drawings, plans and specifications must be prepared in accordance with the best 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 that Building or that the Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Licensee.

The Licensee warrants that the installation including changes, alterations or upgrades of the Licensee's Equipment shall be in strict compliance with the approved Plans and Specifications and shall be done in a manner and at times satisfactory to Licensor.

The Licensee agrees that installation and construction shall be performed:

- (i) in a neat, responsible, and good and workmanlike manner, using the best construction standards,
- (ii) strictly consistent with such reasonable requirements as shall be imposed by the Licensor;
- (iii) in accordance with all applicable laws, rules and regulations; and
- (iv) using only contractors approved in writing by the Licensor.

- (d) The Licensee shall label each cable installed by or used by the Licensee in the Communications Space, in each telephone closet through which the cables pass, and, in addition, at any intervals and at additional locations that the Licensor might require. The labelling will be in a format approved by the Licensor and will include identification information such as, but not limited to, reference to this Agreement (to serve as identification), the floor where the cable originates and the floor where the cable terminates, and any other information as may be periodically required by the Licensor.
- (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, elevators, the sidewalks around the Building or any entrance ways.

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 additional occupants of the Building. All terms and conditions of this Section 7 shall apply.

The Licensee will be required to provide to the Licensor as built drawings prepared by a professional engineer and in whatever format the Licensor requires, depicting the Licensee's Equipment, its locations, its method of installation, and any other actual on-site conditions required by the Licensor. Those as-built drawings will be required to be updated and revised from time to time should any changes occur to the Equipment Room, the Building or the Licensee's Equipment. The as-built drawings will be provided in each case no later than 21 days after the Licensor's written request. Any reasonable fees or other costs incurred by the Licensor in reviewing these as-built drawings will be paid by the Licensee together with an administration fee of 15% of the cost.

8. Licensee's Covenants

The Licensee shall, at its sole cost and expense, maintain, repair and replace the Equipment Room and the Licensee's Equipment in proper operating condition and maintain them in satisfactory condition as to safety.

The Licensee shall, at its sole cost and expense, repair any damage to the Building, 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 including relocation required by the Licensor. If the Licensee fails to repair or refinish such damage, 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 15% of those costs.

- (c) The Licensee shall not interfere with the use and enjoyment of the Building by the Licensor or by lessees, or other licensees of the Licensor or tenants or occupants of the Building or other buildings. If such interference occurs, the Licensor may give the Licensee written notice thereof and the Licensee shall correct same as soon as possible but not more than 2 Business Days after receipt of notice. If 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 15% of those costs.

- (d) 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 2 Business Days after receiving written notice of such interference, all parties acting reasonably. The Licensor may disconnect power to any of Licensee's Equipment if the Licensee fails to correct such interference after proper notification, all at the cost of Licensee, plus an administration fee equal to 15% of the cost.
- (e) The Licensee will comply with all Building rules, as periodically adopted by the Licensor, and will cause its agents, employees, contractors, invitees and visitors to do so.
- (f) 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 Equipment Room, Licensee's Equipment, including the Licensee's provision of services.

The Licensor shall not be liable for damage to the Licensee's Equipment including theft, misappropriation or loss thereof.

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 Cable Facilities.

- (i) The Licensee will not under any circumstances permit any other telecommunications supplier or other communication provider to co-locate equipment in its Equipment Room 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.
- (j) 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.

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, and will ensure that the Licensor is fully aware of any requirements on its part related to work to be performed by Licensee. The Licensee will be responsible for fully informing the Licensor concerning all those matters that are required to be performed by the Licensor in connection with the Licensee's activities in order to ensure compliance with governmental requirements and, except where the Licensor specifically directs otherwise, the Licensee will perform those matters on the Licensor's behalf and will indemnify the Licensor in respect of any failure of the Licensee to perform its obligations under this Section.

- (l) 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 policies,

✓

directions and decisions of the Riser Manager, and will pay on the basis determined by the Licensor (i.e. yearly, monthly or quarterly in advance, subject to periodic adjustments) a reasonable share allocated by the Licensor, of the charges and fees reasonably paid by the Licensor to the Riser Manager for the services referred to above. If there is a dispute concerning the amount recoverable by the Licensor from the Licensee in respect of the Riser Manager's services the Licensee will nevertheless make payment in accordance with the Licensor's determination, the dispute will be resolved by a single arbitrator in accordance with the arbitration legislation of the Province, and any adjustment to which it is entitled will be paid to the Licensee promptly after the arbitrator's determination together with interest at 1% greater than Prime. If the Licensee disputes the basis of determination of an amount payable by it under this Section it must commence arbitration proceedings within 30 days after its notice of dispute (unless the Licensor has already done so) failing which the Licensee will be deemed to have waived its objection.

9. 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 Building 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, 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 Building Communication Spaces, Equipment Room, or other areas in the Building. Any negligence or wrongful act in the Building by Licensee's employees or other persons authorized or invited by the Licensee shall be subject to the indemnification provisions of this Agreement.
- (b) Except in the event of an emergency, the Licensee will give at least 24 hours notice to the Licensor of its intent to enter Building 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 Building Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. Any person who accesses the Building Communication Spaces, or any other part of the Building which the Licensor designates, 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 15%. 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 Building Communications Spaces and, within five (5) 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 Exclusive Use 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, Exclusive Use 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 24 hours' advance notice before entry into the Exclusive Use Area and will use reasonable efforts to minimize any interference with the Licensee's operations.

- (d) The Licensor and the Owner(s) shall not be responsible for any losses, costs or expenses suffered or incurred by the Licensee if the Licensee did not give notice of it's intent to enter and as a result was not able to gain entry.

10. Insurance

- (a) The Licensee shall ~~maintain in force~~, at its expense, during the Term of and any renewal or extension of this Agreement, a policy of commercial general liability insurance issued by an insurer acceptable to the Licensor insuring the Licensee and, as ~~named~~ additional insureds, the Licensor, the Owner(s), the Owner's agent, Morguard Investments Limited, and any additional parties that the Licensor may reasonably designate by written notice, with a combined single limit of \$5,000,000.00 per occurrence for injury, death and property damage including, but not limited to damage or loss to the Building and any property therein and any property of the Released Persons and for injury or death of the Released Persons as well as for any injury or loss suffered by any of the customers and their employees in the Building and excess "Umbrella" liability coverage of not less than \$5,000,000.00 per occurrence. The Licensee's liability insurance will contain owners' and contractors' protective coverage, contractual liability coverage, a cross liability and severability of interests clause, will be written on an occurrence basis, and will provide protection against economic and consequential loss. The Licensee will also maintain an automobile liability insurance in the amount of \$2,000,000.00 per occurrence, contingent employers' liability insurance, and such other insurance as the Licensor may require.
- (b) The Licensee shall maintain legal liability insurance covering liability for damage to property in its care custody and control, in such amounts as the Licensor reasonably requires.
- (c) The Licensee shall maintain all risk property insurance on the Licensee's Equipment in sufficient amounts to cover any loss thereof, with waiver of subrogation against the Licensor. All such insurance shall otherwise be in a form and content satisfactory to the Licensor.
- (d) The Licensee's insurance shall contain provisions providing that the insurance shall be primary insurance insofar as the Licensor, the Owner(s) and the Licensee are concerned, with any other insurance maintained by the Licensor, or the Owner(s) being excess and non-contributing with the insurance of the Licensee. The Licensee shall obtain the agreement of the Licensee's insurers to provide proof of such insurance to the Licensor prior to commencement of any construction and to notify the Licensor, in writing, that a policy is due to expire or be cancelled at least 30 days prior to the expiration or cancellation.

11 Release and Indemnification

- (a) The Released Persons will not be responsible to the Licensee and the Licensee hereby release the Released Persons in respect of all liability in connection with loss of business, property damage, damages, or other matters related to the acts, omissions, or duties of the Released Persons in connection with this Agreement or, related to the activities of the Licensee

or the Released Persons in connection with the Building, any aspect of the Building, facilities within the Building, or the respective operations of the Licensee or the Released Persons, except to the extent only that a Released Person breaches its obligations under this Agreement, is grossly negligent, or deliberately and wilfully causes damage to the Licensee, or its property.

- (a) The Licensee shall exercise due care to avoid any action that may cause damage to any part of the Building or the Licensor's tenants or occupants. The Licensee and its contractors and subcontractors shall indemnify, and hold the Released Persons harmless from and against any claims, losses, costs, damages and expenses of whatever kind arising directly or indirectly from the construction, installation, malfunction, operation, maintenance, repair, and removal of the Licensee's Equipment or from this Agreement including any claims or demands made by any customers or users of the Licensee's Equipment and third parties affected or impacted by the Licensee's Equipment to a maximum of \$10,000,000 per occurrence, including, but not limited to legal fees on a solicitor and client basis and court costs, except to the extent such loss, damage, cost or expense is due to the gross negligence or wilful misconduct of the Licensor or any Owner(s) or any Released Person or Riser Manager. The provisions of this Section shall survive termination of this Agreement.

12. Release and Waiver of Subrogation Rights

Without limiting Section 11, the Licensee shall release the Released Persons from any and all liability to the Licensee by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured or required to be insured against under this Agreement. The Licensee will require its insurer to include in policies provided pursuant to this Agreement an endorsement recognizing this waiver of subrogation. The provisions of this Section (as well as those that would otherwise survive termination) shall survive termination of this Agreement.

13. Expanded Meaning of Licensor - Agency and Trust

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

14. Liens

The 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 the Licensee. The Licensee shall also indemnify, hold harmless and defend the Licensor and Owner(s) against any such liens, including the fees of the Licensor's solicitors on a solicitor and client basis. The provisions of this Section shall survive termination of this Agreement. All liens shall be removed within 5 Business Days of notice to the Licensee to do so. The Licensor may, at the cost of the Licensee, pay money into court to obtain removal of a lien if the Licensee fails to do so, as required, and the Licensee will pay the cost to the Licensor including the amount paid into court plus an administration fee equal to 25% of the amount paid into court.

15. Assignment, Sublicensing, Encumbering, and Sharing of Space and Equipment by Licensee

The Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensor.

No assignment of this Agreement shall release the Licensee from any liability or obligation under this Agreement, unless the Licensor provides a release in writing.

- (c) 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) For the purposes of the restrictions set out above, any corporate change of control, change in partnership, or other dealing with the issued shares of, assets, partnership interests in, or other aspect of the Licensee or its assets which has the result of changing the effective control of the Licensee will be considered as an assignment in respect of which the Licensor's approval is required in advance in writing. This does not apply, however, if the Licensee is a company with its shares listed on a recognized stock exchange nor does it apply if the Licensee is a subsidiary of such a company and, an effective change of control occurs by virtue of dealing in the shares of the parent company.
- (e) 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, first priority 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. Pollutants

The Licensee shall not install, bring upon, or use any Pollutant into or on the Building. 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 location of any Pollutant in the Building including, but not limited to, any and all costs incurred in remedying such breach.

7. 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; or
 - there is interference with the telecommunications or computer equipment of the Licensor, 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 Licensee's Equipment, which interference is not cured within 48 hours of the Licensee's receipt of written notice by the Licensor of such interference; or
 - 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; or
 - 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; or

- (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; or

the ceasing of the Licensee to carry on business in the ordinary course; or

the Licensee's Equipment causes a health hazard of any sort; or

if the Licensee shall default in the observance or performance of any of the Licensee's obligations under this Agreement other than those described above in this Section and such default shall continue for more than 10 days, (or 72 hours in the case of a failure to insure) 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 do any or all of the following:
 - (i) terminate this Agreement;
 - (ii) discontinue electrical service to the Licensee's Equipment;
 - (iii) sue for any other damage to which the Licensor or the Owner(s) may be entitled at law or in equity including fees due after the date of termination.
- (c) Licensor may from time to time resort to any or all of the rights and remedies available to it upon the occurrence of an Event of Default either by any provision of this Agreement or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions herein as to certain rights and remedies are not to be interpreted as excluding any other or additional rights or remedies available to the Licensor by statute or the general law.

18. Restoration Obligations

At the expiration or earlier termination of this Agreement, the Licensee shall, at the Licensee's sole cost and expense, without liens, remove the Licensee's Equipment, and all of the Licensee's personal property from the Building. Any property not so removed within 15 days after the termination may at the Licensor's sole option: (i) be removed and stored by the Licensor at the Licensee's expense (and the Licensee will pay an administration fee equal to 15% of the expense); or (ii) become the property of the Licensor without compensation to the Licensee. As of the date when such removal is required to be completed, 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, or in connection with, the obligations of the Licensee to remove the Licensee's Equipment and other equipment or property, and the Licensee's obligation to repair or refinish all damage as provided below, 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 for all costs and expenses incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to 15% of the cost. Despite what is stated above, the Licensee's Connecting Equipment shall, at the Licensor's option and upon written notice to the Licensee, become the property of the Licensor and remain in the Building. If the Licensor elects to retain some or all of the Licensee's Connecting Equipment, the Licensee shall execute a bill of sale or other document necessary to effect such transfer of ownership, at no additional cost or

consideration from the Licensor to the Licensee, within 10 days after receiving such written notice. The Licensee will provide to the Licensor upon completion of the removal of the Licensee's Equipment an independent engineer's report confirming completion of the removal in accordance with this Agreement.

19. 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. Neither the Licensor nor any other Released Person shall be liable for any damage caused to the Licensee's property, except to the extent due to the gross negligence or willful acts of the Licensor or the Released Person. 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.

Except where the Equipment Room is an Exclusive Use Area, the Licensor may require the Licensee to co-occupy the Equipment Room to accommodate others, without any abatement in the Fees paid by the Licensee, and the Licensee may be required to reconfigure the Licensee's Equipment as may be requested by the Licensor to accommodate such co-occupation.

Where the Licensor requires the Licensee to reconfigure the Licensee's Equipment to accommodate co-occupation by another, the Licensee shall, within ninety (90) days notice to the Licensee by the Licensor:

- (a) reconfigure the Licensee's Equipment in accordance with the Licensor's request; or
- (b) terminate this Agreement upon thirty (30) days written notice to the Licensor.

Where the Licensee decides to terminate this Agreement pursuant to this Section the Licensee will be permitted 30 days within which to remove the Licensee's Equipment (subject to the Licensor's rights under Section 17). Any Fees that have been pre-paid by the Licensee may be refunded by the Licensor or set-off against any other Fees owed by the Licensee to the Licensor.

20. Notices

Any demand, notice or other communication to be made by given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date of personal delivery or facsimile transmission, provided that personal delivery is made or facsimile transmission sent before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next following Business Day. Notices given to Licensor as provided herein shall be deemed to be given to Owner(s) at the same time. 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.

21. No Implied Waiver

The waiver by the Licensor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenant, or condition for any subsequent breach of the same or any other term, covenant or condition herein contained.

Subordination

n

The Licensee accepts this Agreement subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Building or the lands upon which the Building is located and to any renewals, modifications, consolidation, refinancing, and extensions thereof. This provision is self-operative and no further document shall be required to effect the subordination of this Agreement, however, the Licensee agrees to execute promptly and in any event within 10 days after request therefore an instrument of subordination as may be requested.

22. Licensee's Equipment to Remain Personalty

Except as otherwise provided in this Agreement, the Licensee's Equipment 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 extension or renewal, and upon termination belong to and be removable by the Licensee.

Severability

If any part of, or any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement is invalid or unenforceable under applicable law, the part shall be ineffective to the extent of the invalidity only, and the remaining terms and conditions shall be interpreted so as to give the greatest effect possible to them.

23. Governing Law

The construction, interpretation and performance of this Agreement shall be in accordance with the laws of the Province in which the Building is located, and the laws of Canada.

24. Survival of Provisions

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

25. 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, Building Communications Spaces, or Equipment Room by virtue of this Agreement or the Licensee's use of the Building, 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.

26. Time

Time shall be of the essence hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

27. Interpretation

In this Agreement, "herein", "hereof", "hereunder", "hereafter" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion thereof unless there is something in the subject matter or context inconsistent therewith. Wherever necessary or appropriate in this Agreement, the plural shall be interpreted as singular,

the masculine gender as feminine or neuter and vice versa; and when there are two or more parties bound by the Licensee's covenants herein contained, their obligations shall be joint and several. If the Licensee is a partnership each Person who is presently a member of such partnership and each Person who becomes a member of any successor partnership shall be and continue to be liable jointly and severally for the performance of the obligations of this Agreement, whether or not such Person ceases to be a member of such partnership or successor partnership.

28. Captions and Headings

The captions and headings contained in this Agreement are for convenience of reference only and are not intended to limit, enlarge or otherwise affect the interpretation of the Articles, Sections or parts hereof to which they apply.

29. Limitation of Recourse

The Licensee acknowledges that, notwithstanding any other provision contained in this Agreement, the obligations of and rights against the Licensor under this Agreement shall be performed, satisfied and paid only out of and enforced against, and recourse hereunder shall be had only after judgment and only against, the right, title and interest of the Licensor from time to time in, and the Licensor's revenue derived from, the Building or the proceeds of the sale of the Licensor's interest in the Building. No obligation of the Licensor hereunder or in respect hereof is personally binding upon, nor shall any resort or recourse be had, judgment issued or execution or other process levied against, the Licensor (except to the extent necessary for enforcement under the first sentence of this Section 32 and only for that purpose), or against any other assets or revenues of the Licensor.

30. Counterparts

This Agreement may be executed in counterparts and the counterparts together shall constitute an original.

31. Successors in Licensor's Interest/Limitation of Liability

- (a) This Agreement shall bind and enure to the benefit of the Licensor and the Licensee and, except as otherwise provided in this Agreement to the contrary, their respective successors and assigns.
- (b) The obligations of the Licensor and of any Owner(s) under this Agreement shall no longer be binding upon the Licensor or the Owner(s) 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 or Owner(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 31(b).

32. Specific Licensor's Termination Rights

In addition to the other termination rights provided for it in this Agreement, the Licensor may elect to terminate this Agreement in each of the following circumstances, subject to giving at least 30 days' prior written notice to the Licensee:

- (a) where the Licensor determines acting reasonably that the Building has been destroyed, or damaged to such an extent that it is not feasible to repair it within a period of 180 days after the damage;

where the Equipment Room or the Building Communications Spaces become damaged and, in the Licensor's opinion, acting reasonably, it is not feasible to restore them within 90 days after the damage;

- (c) where the Building is expropriated in whole or in part by a lawful authority;

where the Licensor wishes to redevelop, or otherwise alter the Building in such a manner as to, in the Licensor's opinion, acting reasonably, make the relocation of any part of the Equipment Room or the Licensee's Equipment not feasible; or

- (d) where the Licensor elects to change the primary use of the Building to a use other than that in effect as of the date of this Agreement.

33 Application of Funds

No acceptance of part payment of Fees or other amounts owed to the Licensor will be considered as an accord and satisfaction. The Licensor, despite any direction or restriction endorsed on any cheque or accompanying any payment, may apply any payment, in whole or in part against any amounts owed to the Licensor, in its sole discretion and no acceptance of any payment, even if it purports to be for any subsequent period, is to be construed as a waiver by the Licensor of its right of termination for pre-existing defaults.

34 Estoppel Certificates

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

35 Unauthorized Continued Use

If the Licensee continues to use any part of a Building after the expiry of the Term without the Licensor's prior written consent, then, without limiting the Licensor's other remedies, (including the right to evict the Licensee) the Fees payable in respect of the Building will be double that which applied during the last year of the Term or Renewal Period, as the case may be, subject to pro-rating, however, should the unauthorized use continue for less than the full year.

36 Public Announcements - Marketing and Merchandising Within the Building

The Licensee will not issue any press release, public notice or make any public disclosure, nor make any announcement to persons in the Building without the Licensor's prior written consent concerning the announcement and its wording. The Licensee will not be permitted to conduct any merchandising, marketing, or other activities within the Building or to engage in any promotional or similar programs directed specifically to the tenants and occupants of the Building without the Licensor's prior written consent.

37 Licensor's Authority - Several Obligations - Non-Recourse

The Licensor, on execution of this Agreement, executes on behalf of either itself or as agent for the Owner(s). The liability of the Licensor, and of each of the Owner(s) as the case may be, is several and not joint, or joint and several and is limited to the interest of the Licensor, or the Owner(s) from time to time in the Building.

38. Licensors Condition

If the Licensor does not own the Building, and has signed this Agreement on behalf of the Owner(s), or if the consent(s) of the Owner(s) is, or are, required for the Licensor to sign this Agreement on behalf of, or as agent for the Owner(s), as the case may be, this Agreement is conditional, for the number of days specified on the Information Page, upon the Licensor obtaining in writing any required consent from any such Owner(s). If the Licensor does not deliver within the last mentioned period, written confirmation to the Licensee advising that the required consent is obtained, this Agreement is void at the option of the Licensor.

39. Entire Agreement

The terms and conditions contained herein 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.

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

LICENSOR:

PENSIONFUND REALTY LIMITED

[Signature]
Name: Tullio Capulli
Title: Authorized Signatory

[Signature]
Name: PETER D'AGATA
Title: AUTHORIZED SIGNATORY

APPROVAL		
BRANCH	<i>[Signature]</i>	
H.O.		

I/We have authority to bind the Corporation

LICENSEE:

TELUS COMMUNICATIONS INC.

Per: *[Signature]*
Name: Robert Beatty
Title: AVP, Building Access

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

SCHEDULE "A"
LEGAL DESCRIPTION OF THE BUILDING

Lots 34 and 35, Albert Street South, Plan 3922 and
Lots 3 and 4, Albert Street South, Plan 9204
(formerly part of Lot 33, Albert Street south, Plan 3922)
save and except Part 1, Plan 5R-8998

City of Ottawa

~~SCHEDULE "B-1"~~
~~ROOF TOP PLAN~~

~

SCHEDULE "D"
CONNECTING EQUIPMENT PLANS AND DESCRIPTION

SEE SCHEDULE "B"

~

SCHEDULE "E"
DESIGNATED PARTS OF BUILDING
COMMUNICATIONS SPACES CONNECTING:
ENTRANCE LINK TO EQUIPMENT ROOM AND
EQUIPMENT ROOM TO CUSTOMERS OF LICENSEE

SEE SCHEDULE "B"

~

SCHEDULE "F"
EXCLUSIVE USE AREA (if any)

SEE SCHEDULE "B"

~

**SCHEDULE "G"
DEMARICATION POINTS**

Prime Demarcation Point

SEE SCHEDULE "B"

Secondary Demarcation Points(s)

N/A

2

EXHIBIT "1"
PLANS AND SPECIFICATIONS

n

INDEX

	<u>Page No.</u>
Information Page	IP
Section 1 Application of and Basis of this Agreement	2
Section 2 Grant.....	6
Section 3 Licence Fees.....	7
Section 4 Term Option(s) to Renew.....	8
Section 5 Use.....	8
Section 6 Electric Utilities and Operating Costs.....	9
Section 7 Construction.....	9
Section 8 Licensee's Covenants.....	8
Section 9 Access.....	9
Section 10 Insurance.....	10
Section 11 Indemnification.....	11 & 12
Section 13 Release and Waiver of Subrogation Rights.....	16
Section 13 Expanded Meaning of Licensor - Agency and Trust.....	17
Section 14 Liens.....	16
Section 15 Establishment of Central Distribution System ("CDS").....	18
Section 15 Assignment, Sublicensing, Encumbering and Sharing of Space and Equipment by Licensee.....	16
Section 17 Pollutants.....	20
Section 16 Hazardous Materials.....	20
Section 17 Events of Default - Termination Remedies.....	20
Section 18 Restoration Obligations.....	21
Section 19 Licensor's Alterations.....	22
Section 20 Notices.....	22
Section 21 No Implied Waiver.....	23
Section 23 Subordination.....	23
Section 22 Licensee's Equipment to Remain Personalty.....	23
Section 25 Severability.....	24
Section 23 Governing Law.....	23
Section 24 Survival of Provisions.....	23
Section 25 License Only.....	23
Section 26 Time.....	23
Section 27 Interpretation.....	24
Section 28 Captions and Headings.....	24
Section 32 Limitation of Recourse.....	25
Section 30 Counterparts.....	24
Section 31 Successors in Licensor's Interest/Limitation of Liability.....	24
Section 32 Specific Licensor's Termination Rights.....	25
Section 33 Application of Funds.....	25
Section 34 Estoppel Certificates.....	25
Section 35 Unauthorized Continued Use.....	26
Section 36 Public Announcements - Marketing and Merchandising Within the Building.....	26
Section 37 Licensor's Authority - Several Obligations - Non-Recourse.....	26
Section 38 Licensor's Condition.....	26
Section 39 Entire Agreement.....	26

SCHEDULES

SCHEDULE "A" - LEGAL DESCRIPTION OF THE BUILDING

SCHEDULE "B" - EQUIPMENT ROOM PLAN

SCHEDULE "B-1" - ROOF TOP PLAN

SCHEDULE "C" - COMMUNICATIONS EQUIPMENT DETAILED DESCRIPTION

SCHEDULE "D" - CONNECTING EQUIPMENT PLANS AND DESCRIPTION

SCHEDULE "E" - DESIGNATED PARTS OF BUILDING COMMUNICATIONS SPACES

SCHEDULE "F" - EXCLUSIVE USE AREA (if any)

SCHEDULE "G" - DEMARCATION POINTS

EXHIBIT "1" - PLANS AND SPECIFICATIONS