

TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

**Brookfield Place (Calgary) LP, by its general partner
Brookfield Place (Calgary) GP Inc.**

(the "Owner")

- and -

Telus Communications Company

(the "Licensee")

REALpac January 2005 (Brookfield WCR Version)

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INFORMATION PAGE

This page (the "**Information Page**") sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT made as of November 1, 2016 between **Brookfield Place (Calgary) LP**, by its general partner: **Brookfield Place (Calgary) GP Inc.** (the "**Owner**"), as licensor, and **Telus Communications Company** (the "**Licensee**"), as licensee.

The information is as follows:

Building: The building commonly known as *Brookfield Place Calgary, East Tower*, and municipally addressed as 225 – 6th Ave SW, Calgary, Alberta.

Commencement Date: October 1, 2017.

Term: The period starting on the Commencement Date and ending on September 30, 2027.

Deemed Area: one hundred and thirteen (113) square feet.

License Fee: forty six dollars (\$46.00) per square foot per annum.

Extension Term: two (2) periods of five (5) years each; (i) 1st extension (the "1st Extension Term") at a rate of fifty dollars (\$50.00) per square foot per annum and (ii) 2nd extension term (the "2nd Extension Term") at a rate of fifty five (\$55.00) dollars per square foot per annum.

Notices: To the Owner at:

c/o Brookfield Office Properties Management LP
Suite 1700, Royal Bank Building
335 - 8th Avenue SW
Calgary, AB T2P 1C9
Attention: Law Department

To the Licensee at:

Telus Communications Company
3030 – 2nd Avenue SE
Calgary, AB T2A 5N7
Attention: Mikala Hansen, Sr. Real Estate and Government Affairs
Manager

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS LICENSE AGREEMENT made as of May 1, 2016,

BETWEEN:

**BROOKFIELD PLACE (CALGARY) LP, by its general partner
BROOKFIELD PLACE (CALGARY) GP INC.
(the "Owner")**

- and -

**TELUS COMMUNICATIONS INC.
(the "Licensee").**

1. DEFINITIONS

In addition to the capitalized terms defined in the Information Page and elsewhere in this Agreement, 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" or **"License"**: this telecommunications license agreement, its Exhibits and Schedules and Information Page.

"Applicable Laws": all Environmental Laws and: (i) constitutions, treaties, statutes, acts, codes, ordinances, orders, decrees, edicts, rules, by-laws and regulations, whether municipal, provincial, federal, national, international, foreign or other; and, (ii) judgments, orders, writs, injunctions, rulings, decrees, ordinances and sentences of a Governmental Authority; and, (iii) policies, voluntary restraints, practices or guidelines of a Governmental Authority; and, (iv) all provisions of the foregoing listed in paragraphs (i), (ii) and (iii) of this definition of "Applicable Laws" which, in every case contemplated in paragraphs (i) to (iv) inclusive of this definition of "Applicable Laws" bind with the force of law the party or Person mentioned therein.

"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.

"Building Owner": the owner or owners from time to time of the freehold or leasehold title of the Lands and the Building or either of them and through which the Owner derives its title to the Lands or the Building or both of them.

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

"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 "B", and (iii) such other equipment as may be installed by the Licensee during the Term and any applicable Extension Term, as approved by the Owner in accordance with Section 7.

"Communications Spaces": telecommunications pathways and cable pathways designated by the Owner, 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 as approved by the Owner in accordance with Section 7.

"Connecting Equipment": the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that: (i) have been installed by 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 Extension Term, as approved by the Owner in accordance with Section 7, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

"Consumer Price Index": (All Items for Regional Cities, base year 1992=100) for Calgary, Alberta, 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 Owner, acting reasonably, will be used. If a substitution is required, the Owner 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" as POP4.

"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 Owner, acting reasonably, through the Building's foundation walls or elsewhere containing the Entrance Cable.

"Environmental Laws": all applicable federal, provincial, municipal and local laws, statutes, ordinances, by-laws and regulations and all orders, directives and decisions rendered by, and policies, guidelines and similar guidance of, any ministry, department or administrative or regulatory agency or court (in each case having the force of law) including, any obligations or requirements arising under common law, relating to the protection of the environment, human health and safety or the manufacture, processing, distribution, use, treatment, storage, presence, disposal, packaging, labelling, recycling, transport, handling, containment, clean-up or other remediation or corrective action of or in respect of any Hazardous Substance.

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

"Event of Default": defined in Section 18.

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

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

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

"Force Majeure": shall include, but is not limited to: any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotion or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause or event beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented including, any situation, condition or state-of-affairs (or any situation, condition or state-of-affairs which, in the sole opinion of the Owner or the Property Manager, may develop or is developing) determined by the Owner or the Property Manager which will cause the occupants, tenants, employees, invitees, members of the public, contractors or other individuals present in or working at the Building, or any part thereof, to be exposed to, or in imminent danger or threat (whether real or apprehended) to human life, health or safety such as, danger or threat from any disease, virus or other biological or physical agent that may be detrimental to human life or health including, severe acute respiratory syndrome, influenza viruses, but lack of funds on the part of such party shall not be deemed to be a Force Majeure

"Governmental Authority" means any government, parliament, legislature, municipal council, or other regulatory or legislative authority, agency, commission, department or board of any government, parliament, legislature, municipal council or any political subdivision thereof; or, any court; or, any other law, by-law, regulation or rule-making entity (including, self-regulating and industry boards, associations and entities of all kinds empowered by legislation, by-law, proclamation, order, the exercise of prerogative power or regulation charged with the administration, regulation or enforcement of Applicable Laws or such board's, association's or entity's own codes, ordinances, orders, decrees, edicts, rules, by-laws, regulations policies, voluntary restraints, practices or guidelines) having jurisdiction in the relevant circumstances such as, the CRTC; or, any Federal, provincial or municipal public health authority; or, any Person acting under the authority of any of the foregoing (including any arbitrator with the authority to bind the parties at law); or, any other authority, agency, commission, department, association or board charged with the administration, regulation or enforcement of Applicable Laws.

"Hazardous Substance": any substance that is controlled by, regulated, or restricted under Applicable Laws including, any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenals, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

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

"Information Page": the sheet attached to this Agreement numbered as "Page 1".

"Initial Term": the period of time commencing on the Commencement Date and ending on the date originally set out in the Information Page as being the date the Term is to end.

"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 upon which the Building is situate.

"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

"Person", according to the context, includes any individual, legal person, corporation, firm, partnership, trust (including, a real estate investment trust or an income trust) or other entity, any group of persons, corporations, firms, partnerships or other entities, or any combination thereof.

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

"Prime": the rate quoted from time to time as its "Prime Rate" for commercial loans in Calgary, Alberta by the Canadian Imperial Bank of Commerce.

"Property Manager": the Person, if any, retained by the Owner from time to time to operate or manage the Building or any part thereof. As of the date of this Agreement, the Property Manager is, collectively, BROOKFIELD OFFICE PROPERTIES MANAGEMENT LP, by its sole general partner: BROOKFIELD OFFICE PROPERTIES MANAGEMENT CORPORATION and BROOKFIELD OFFICE PROPERTIES INC.

"Recoverable Costs": the costs and expenses particularized on Exhibit "1" for building services requested of the Owner 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 Owner in any event, costs that have already been incurred by the date of execution of this Agreement, the costs associated with the negotiation, management, administration, monitoring and enforcement of this Agreement or of other agreements with TSPs, or (except for charges for services identified in Exhibit "1" and provided by the Riser Manager) fees in relation to a Riser Manager.

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

"Released Owner Persons": the Owner and the Property Manager and the Building Owner and any lender that holds security on the Building and any Person who has an interest in the Building, or any portion thereof, as the Owner may advise the Licensee from time to time, and the respective officers, directors, employees, agents and contractors, of all and any of them.

"Rules and Regulations": all policies, procedures, rules and regulations (and amendments, deletions and additions thereto) adopted by the Owner or the Property Manager from time to time for the more efficient and proper operation of the Building, or any portion thereof, or to enhance the security, health and safety of the Building, the tenants, licensees and other occupants of the Building, or any portion thereof, and each such Person's respective employees, customers and invitees.

"Riser Manager": a person or entity retained by the Owner 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 and any Extension Term stated on the Information Page that is exercised or deemed to have been exercised by the Licensee.

"TSP": a telecommunications or other communications service provider.

2. GRANT

- (a) The Owner 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 Rules and Regulations;
 - (ii) the notice requirement as provided in Section 9(b); and
 - (iii) an event of Force Majeure.
- (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 and for no other use or purpose. The Licensee is expressly forbidden to serve other properties from the Building.
- (d) The Owner 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 Owner, (a "**Relocation Notice**") the Licensee shall relocate the Licensee's Equipment and the Deemed Area. If the Relocation Notice requires the relocation to occur within the first two (2) years after the Commencement Date, the Owner will be solely responsible for the direct, reasonable, out of pocket expenses of the relocation (the "**Relocation Costs**"), and if the Relocation Notice does not require the relocation to occur until after that two (2) year period, the Relocation Costs will be shared equally by the Owner 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 Owner 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 Owner setting out particulars of its estimate of the Relocation Costs and, the Owner will be entitled to rely upon that estimate in proceeding with the relocation. The Owner 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 Owner 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 or any other use.
- (f) The Owner 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 provisions of this Agreement.
- (g) The Licensee agrees to assist the Owner in improving the space and operating efficiencies within the Building by undertaking the following, at the Licensee's

cost, at the request of the Owner and within timeframes approved by the Owner, acting reasonably:

- (i) identifying Existing Equipment;
 - (ii) upon reasonable request from the Owner, 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 Owner, but subject to Section 2(d); and
 - (iv) upon request from the Owner and with reasonable time to respond in the circumstances, providing to the Owner 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 where the requirements of the Owner's insurers.
- (h) The relationship between the Owner 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.

FEES

- (a) The Licensee agrees to pay the License Fee to the Owner annually, in advance, on the Commencement Date and, thereafter on each anniversary of the Commencement Date, without any set-off, deduction or abatement whatsoever.
- (b) The Licensee shall also pay to the Owner any Recoverable Costs incurred by it within thirty (30) days after receipt of each itemized invoice, without any set-off, deduction or abatement whatsoever.
- (c) Interest will accrue at that rate of interest that is three percent (3%) greater than Prime on any arrears of Fees payable by the Licensee, and will be payable when payment of the interest is demanded.
- (d) Value-added, sales taxes and similar taxes such as "HST" or "GST" are payable by the Licensee on all Fees.

4.

TERM EXTENSION

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page, as such date may be changed as a result of the operation of Section 4(b).

- (b) (i) Provided that the Licensee is not in default of any of its obligations under this Agreement, the Initial Term may be extended for the 1st Extension Term by the Licensee providing the Owner written notice of the Licensee's election to extend the Initial Term at least one hundred and eighty (180) days prior to the end of the Initial Term. The 1st Extension Term will be governed by the same terms and conditions set out herein except for: (A) any further right to extend the Term or to renew this Agreement except as contemplated by Section 4(c), (B) Intentionally left blank, and (C) the License Fee, which will increase at the start of the 1st Extension Term by the greater of: (I) the amount set out in the Information Page; or, (II) the License Fee payable hereunder during the last twelve (12) months of Initial Term plus a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date to the start of the 1st Extension Term; or, (III) the License Fee payable hereunder during the last twelve (12) months of the Initial Term. If no amount of the License Fee payable during the 1st Extension Term is specified in the Information Page, the License Fee payable during the 1st Extension Term shall be the greater of the amounts contemplated by Sections 4(b)(i)(C)(II) or 4(b)(i)(C)(III).
- (ii) Provided that the Licensee is not in default of any of its obligations under this Agreement and the Initial Term has been extended for the 1st Extension Term, the Term may be further extended for the 2nd Extension Term by the Licensee providing the Owner written notice of the Licensee's election to extend the 1st Extension Term at least one hundred and eighty (180) days prior to the end of the 1st Extension Term. The 2nd Extension Term will be governed by the same terms and conditions set out herein except for: (A) any further right to extend the Term or to renew this Agreement; (B) Intentionally left blank; and (C) the License Fee, which will increase at the start of the 2nd Extension Term by the greater of: (I) the amount set out in the Information Page, or, (II) the License Fee payable hereunder during the last twelve (12) months of 1st Extension Term plus a percentage equal to the percentage of the increase in the Consumer Price Index from the start of the 1st Extension Term to the start of the 2nd Extension Term; or, (III) the License Fee payable hereunder during the last twelve (12) months of the 1st Extension Term. If no amount of the License Fee payable during the 2nd Extension Term is specified in the Information Page, the License Fee payable during the 2nd Extension Term shall be the greater of the amounts contemplated by Sections 4(b)(ii)(C)(II) or 4(b)(ii)(C)(III).
- (c) Provided that the Licensee is not in default of any of its obligations under this Agreement, if the Licensee has not vacated the Communications Spaces and the Equipment Space at or prior to the end of the Term (as the Term may have been extended by the 1st Extension Term or the 2nd Extension Term), there shall be no tacit or implied renewal of this Agreement or extension of the Term (as the Term may have been extended by the 1st Extension Term or the 2nd Extension Term) notwithstanding any Applicable Laws or legal presumption to the contrary and the Licensee shall be deemed to be enjoying the grant conferred by this Agreement on a month-to-month basis upon the same terms, covenants and conditions as are set forth in this Agreement, *mutatis mutandis*, with such changes as may be necessary to account for such month-to-month grant such as, for greater certainty, liability of the Licensee for all Recoverable Costs; but excluding, in any event: (i) any right to extend the Term or to renew this Agreement other than on a

month-to-month basis, (ii) Section 2(g), (iii) the License Fee, which shall be equal to two hundred percent (200%) of the greater of the amount determined in accordance with Section 4(b)(i)(C) or, if applicable, Section 4(b)(ii)(C). Such amounts representing the License Fee payable during such month-to-month period shall be expressed in a monthly amount and shall be paid by the Licensee to the Owner monthly, in advance, on the first day of each calendar month, without any set-off, deduction or abatement whatsoever. For clarification, both the Owner and the Licensee shall have the right to terminate such month-to-month grant by giving the other party hereto not less than one clear calendar month's notice of its election to terminate.

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 and for no other use or purpose. The Licensee must be properly certified or licensed by the appropriate Governmental Authority 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. ELECTRIC UTILITIES

The Licensee shall pay to the Owner annually, in advance, on the Commencement Date and thereafter on each anniversary of the Commencement Date the sum of three hundred dollars (\$300.00) per year for the consumption of electricity in the Equipment Room. Alternatively, the Owner may install a meter at the Licensee's cost and in that case Licensee will pay for its electricity consumption based on the meter read directly to the Owner. The Owner shall use reasonable efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's Equipment use but, the Released Owner Persons shall not be responsible for any losses, costs or expenses suffered as a result of any such outages provided reasonable efforts were made to provide reasonable notice of such planned utility outages. The Owner 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.

7. 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 Owner 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 Owner, in writing. No work shall commence until the Owner has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. The Owner'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. 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 workmanlike manner;
 - (ii) strictly consistent with such reasonable requirements as shall be imposed by the Owner and communicated in advance to the Licensee in writing;
 - (iii) in accordance with all Applicable Laws; and
 - (iv) using only contractors approved in writing by the Owner (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 Owner might reasonably require. The labelling will be in a format approved by the Owner 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 Owner prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable standards and codes including, occupational health and safety, as may be periodically revised by any Governmental Authority.
- (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.
- (g) The Licensee may amend or supplement the Plans and Specifications approved by the Owner, from time to time, with the written consent of the Owner, for the purpose of serving tenants and occupants of the Building. All terms and conditions of this Section 7 shall apply.
- (h) Prior to the installation of any additional Licensee's Equipment under this Agreement, the Licensee will also provide to the Owner whatever information the

Owner reasonably requires concerning types of wiring casings, materials used in the Licensee's Equipment, sizes, capacities and other information which may be required by the Owner having regard to Applicable Laws including, building code, building safety, fire code, fire safety or similar requirements of Governmental Authorities, or the requirements of the Owner's insurers. From time to time at reasonable intervals, the Owner 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.

8. 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 maintain 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 Owner or by any tenant, lessee or licensee of the Owner or by any other occupant of the Building where such damage is caused by the Licensee, any Person for whom Licensee is legally responsible, or any of their respective agents, representatives, employees, contractors, subcontractors, or invitees. If the Licensee fails to repair or refinish the damage, the Owner may repair or refinish such damage and the Licensee shall reimburse the Owner 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 Owner or by lessees, or licensees of the Owner or tenants or occupants of the Building or other buildings. If such interference occurs, the Owner may 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 Owner may take any action the Owner 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 Rules and Regulations, as periodically adopted by the Owner acting reasonably, and will cause its agents, employees, contractors, invitees and visitors to do so.
- (vi) The Licensee will comply with all Applicable Laws periodically issued by any and all Governmental Authorities including, those statutes, codes, rules and regulations pertaining to the installation, maintenance, operation and repair of the Deemed Area, the Equipment Room, the Licensee's Equipment and In-Building Wire, and to the Licensee's provision of services.
- (vii) The Licensee will not encumber, mortgage, 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 Owner acknowledges and agrees that the Licensee is permitted to allow other local exchange carriers to connect to and use copper In-Building Wire under the Licensee's responsibility and control and conversely, to connect to and use copper In-Building Wire under the control and responsibility of other local exchange carriers, at no cost.
- (viii) Subject to Schedule "A-1", except as required or mandated by the CRTC, the Licensee will not permit any other TSP to co-locate equipment in its Deemed Area nor will it permit any third-party supplier to Cross Connect to any of the Licensee's Equipment or to use any part of the Licensee's Equipment for the purpose of providing telecommunication or similar services to customers in the Building.
- (ix) 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 requirements of Governmental Authorities relating to performance of work and adherence to health and safety standards, as applicable.
- (xi) If the Owner elects to retain a Riser Manager, the Licensee will, to the extent directed by the Owner: (i) recognize the Riser Manager as the duly authorized representative of the Owner, 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 Owner 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 Owner pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for herein; and
- (iii) Subject to the Licensee reimbursing the Owner for the Owner's reasonable costs in doing so, and subject to payment to the Owner 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.
- (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 Owner 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.

9. ACCESS

- (a) Subject to the Rules and Regulations, the Licensee's authorized representatives may have access to the Equipment Room at all times during normal business hours of the Building, and at other times as agreed by the Owner (or the Property Manager) and the Licensee in advance, for the purposes of installing, maintaining, operating, improving and repairing the Licensee's Equipment. Subject to the Rules and Regulations, the Owner 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 of the Building, and at other times as agreed by the Owner (or the Property Manager) and the Licensee 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 Owner of its intent to enter Communications Spaces. At the time that notice is given, the Licensee shall inform the Owner of the names of the individuals 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 of the Building 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 Building's Manager, Security & Life Safety, or other individual designated for that purpose by the Owner. Any person who accesses the Building Communication Spaces, or any other part of the Building which the Owner designates outside of normal business hours of the Building, may be required by the Owner to be accompanied by a representative of the Owner designated for that purpose and the cost of providing this form of accompaniment or supervision will be paid by the Licensee to the Owner 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner considers necessary. The Owner will, however, except in case of an emergency, endeavour to 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 Owner's notice.

10. INSURANCE

- (a) The Licensee shall maintain in force, at its expense, during the Term of this Agreement, and any Extension Term, a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Owner, acting reasonably, insuring the Licensee and, as additional insureds, the Released Owner Persons, only in respect of matters related to the operations of the Licensee in the Building, with a combined single limit of Ten Million Dollars (\$10,000,000.00) per

occurrence for bodily injury or death or physical damage to tangible property including, loss of use, physical damage to the Building and tangible property of the Owner in the Building or bodily injury or death of the Owner's employees, or bodily injury or death or physical damage to tangible property suffered by any of the customers of the Licensee and their employees in the Building. The Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies, will contain owners' and contractors' protective coverage, standard non-owned automobile coverage, contingent employer's liability insurance, a cross liability and severability of interests clause, and be written on an occurrence basis.

- (b) The Licensee will also maintain: (i) an automobile liability insurance policy, and (ii) all-risk property insurance on the Licensee's Equipment with a sufficient insured limit to cover its replacement cost and with a waiver of subrogation against the Released Owner Persons from the property insurers.
- (c) The Licensee's Commercial General Liability insurance shall be primary insurance insofar as the Released Owner Persons and the Licensee are concerned, with any other insurance maintained by any of the Released Owner Persons being excess and non-contributing with the insurance of the Licensee required hereunder with respect to the extent of the negligence of Licensee and those over whom it is responsible in law.
- (d) The Licensee shall provide proof of such insurance to the Owner prior to commencement of any construction and notify the Owner, in writing, that a policy is cancelled or materially changed to the detriment of the Owner at least thirty (30) days prior to such cancellation or material change. Annually, on the anniversary of the Commencement Date, or upon renewal of the respective policies as the case may be, the Licensee shall provide proof of such insurance in the form of insurance certificates signed by the Licensee's insurance brokers or its insurers' authorized representatives and in form, content, and detail consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) to the Owner, acting reasonably.
- (e) The Owner will maintain all-risk property insurance on the Building.

11. RELEASE BY LICENSEE

In no event will the Released Owner Persons be liable to the Licensee and the Licensee releases the Released Owner Persons for:

- (a) any damage to the Licensee's Equipment, Equipment Room, and Deemed Area or loss of use of such property;
- (b) the quality, adequacy, compatibility or sufficiency of any Building Communication Spaces provided to 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 utility or other 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 Owner 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 Section 11(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 provisions of this Agreement.

This release extends to any acts or omissions of the Released Owner Persons but not to any grossly negligent or wrongful wilful acts or omissions of the Owner except that in no circumstances shall the Owner be responsible for any damage, loss, cost or expense referred to in Section 11(f) above, notwithstanding such damage, loss, cost or expense is caused or occasioned in whole or in part by the negligence or wrongful wilful acts or omissions of the Owner.

12. RELEASE BY OWNER

The Owner releases the Licensee in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Owner's property in respect of which the Owner maintains property insurance coverage or is required to maintain property insurance in accordance with the provisions of this Agreement, whether the property insurance is provided by a third-party insurer or the Owner self-insures, it being acknowledged that the Licensee, in requiring the Owner 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.

13. 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 Owner and Owner(s) against any such liens, including the reasonable fees of the Owner's solicitors. The provisions of this Section 13 shall survive termination of this Agreement. All such liens shall be removed within five (5) Business Days of notice to the Licensee to do so. The Owner 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 Owner including the amount paid into Court plus an administration fee equal to fifteen percent (15%) of the amount.

14. CONSEQUENTIAL DAMAGES - EXPANDED MEANINGS - AGENCY AND TRUST

- (a) Neither the Owner 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 Owner, it will be deemed to include the Released Owner Persons. The Owner acts as agent or trustee for the benefit of the Released Owner 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.

15. ASSUMPTION OF RESPONSIBILITY AND CONTROL

The Owner 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, acting reasonably. If the Owner assumes responsibility and control of in-building wire installed by the Licensee, the Owner will be entitled to recover the reasonable costs of its maintenance and management to the extent permitted by the CRTC.

16. 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 Owner 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 or to a purchaser of substantially all of the assets of the Licensee without the prior written consent of the Owner if: (i) the assignee executes an agreement with the Owner to be bound by the provisions of this Agreement and agrees to pay the reasonable costs of the Owner incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above in Section 16(a)(i), that should it cease to be an Affiliate of the Licensee, an assignment in respect of which the Owner's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Owner those reasonable particulars which the Owner requires in

order to satisfy itself concerning the requirements stipulated above, and provides to the Owner 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 transferor or assignor from any liability or obligation under this Agreement, unless the Owner, in the Owner's sole discretion, provides a release in writing.
- (c) Subject to Schedule "A-1", 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 Owner's consent, which consent may be unreasonably or arbitrarily withheld or delayed or may be made subject to whatever conditions the Owner deems to be warranted in the Owner's sole discretion.
- (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; provided that, in no event shall the Licensee's lender register or file a lien, charge, mortgage, encumbrance, fixtures notice, caveat or other similar registration against the Lands, the Building or the titles to the Lands. However, this permission does not imply or allow the inference that the Owner waives, or is willing to forbear from the exercise of its remedies under this Agreement or in accordance with Applicable Laws should an Event of Default occur, nor that any lender will have any greater rights than the Licensee in respect of this Agreement including, the restrictions set out in this Section 16.

17. 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 Owner Released Persons and any Person the Owner 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.

18. 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 Owner and such default continues for more than Five (5) Business Days, after written notification of such default by the Owner to the Licensee;

- (ii) there is interference with the telecommunications or computer equipment of the Owner, any tenant, licensee 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 forty-eight (48) hours after written notification of such interference by the Owner to the Licensee;
 - (iii) the revocation of the Licensee's permission to provide regulated or non-regulated telecommunications services by any Governmental Authority authorized to permit or regulate the Licensee's providing of such services;
 - (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 receiver, receiver-manager, trustee, trustee-in-bankruptcy, monitor, liquidator, agent of a secured creditor or creditor, or any Person acting in a similar capacity or exercising similar statutory, equitable or legal rights or similar powers with respect to, or affecting, the Licensee or of any of the Licensee's property; or a proceeding for the dissolution, winding-up 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; or
 - (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 Owner to the Licensee.
- (b) Upon or after the occurrence of an Event of Default the Owner may elect to terminate this Agreement without limiting its other remedies.
 - (c) If the Owner shall default in the observance or performance of any of the Owner'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 Owner, the Licensee may terminate this Agreement without limiting its other remedies.

19. RESTORATION OBLIGATIONS

- (a) At the expiration of the Term, as extended by any applicable Extension Term, or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, without liens, 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 Owner has been acquired by the Owner, 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 ten (10) Business Days after such expiration or termination, the property may, at the Owner's sole option and discretion: (i) be removed and stored by the Owner at the Licensee's expense (and the Licensee will pay an administration fee equal to fifteen percent (15%) of the expense), or (ii) become the property of the Owner without compensation to the Licensee. As of the date of such removal, neither the Owner or the Licensee 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 expiration or 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 Owner may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Owner of all costs and expenses incurred in such repair or refinishing and will pay to the Owner an administration fee equal to fifteen percent (15%) of such costs and expenses. The Licensee will provide to the Owner 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, the Licensee is not required by Section 19(a) to remove the Entrance Cable or other items of the Licensee's Equipment (the "**Exempted Items**") then, despite the expiration the Term, as extended by any applicable Extension Term, or earlier termination of this Agreement, all of the obligations of the Licensee under this Agreement will continue in full force and effect except that the obligation to pay the License Fee will be suspended so long as the Licensee does not provide Services. 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 19(a). So long as, and to the extent a third-party assumes responsibility and control of the Exempted Items, and the third-party is bound by a telecommunications access agreement with the Owner, or a successor-in-title of the Owner, the Licensee will be exempted from the obligation to remove the Exempted Items.

20. OWNER'S ALTERATIONS

Despite anything else in this Agreement, the Owner 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 Owner considers necessary to prevent the accrual of any rights in them to any Persons; and the Owner 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 Owner but the work will be done as expeditiously as is commercially reasonable given the nature and extent of the work.

21. 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 delivery, provided that delivery is made before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the Owner and the Licensee, as applicable, as stipulated on the Information Page. Notices given by electronic means will not be considered to have been given in writing.

22. LICENSEE'S EQUIPMENT TO REMAIN PERSONAL PROPERTY

Except as otherwise provided in this Agreement, the Licensee's Equipment, Entrance Cable and In-Building Wire shall remain personal property of the Licensee although it may be affixed or attached to the Building, and shall, during the Term of this Agreement, or any applicable Extension Term, and upon the expiration of the Term, and any applicable Extension Term, or earlier termination of this Agreement belong to and be removable by the Licensee.

23. 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 Owner 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 under Applicable Laws.

24. LIMITATION OF LIABILITY UPON ASSIGNMENT BY THE OWNER

The Person, or any Person, comprising the Owner may sell, transfer, lease, mortgage, encumber, assign or otherwise deal with any or all of this Agreement, the Building or the Lands, or any portion of any or all, or any interest in any or all, in every case without the consent of the Licensee and without restriction. In the event that the Person, or any Person comprising the Owner (the "**Transferring Entity**") sells, assigns or otherwise transfers (other than for the purposes of financing) all or a portion of such Person's interest in the Lands, the Building or this Agreement (other than an assignment or transfer for the purposes of financing); or, grants a lease with respect to the Lands or the Building, or any portion thereof, the Transferring Entity shall be automatically released of all liability with respect to the Owner's obligations hereunder (to the extent of the interest sold, assigned, transferred or leased by the Transferring Entity) as of the date such sale, assignment, transfer or lease takes effect without further agreement between or among the transferee, assignee, lessee or acquiree (as applicable, the "**Transferee Entity**"), the Transferring Entity and the Licensee. It shall be deemed and construed without further agreement between or among the Transferring Entity, the Licensee and Transferee Entity, that the Transferee Entity has assumed and agreed to carry out any and all of the obligations of the Owner under this Agreement (to the extent of the interest sold, assigned,

transferred or leased by the Transferring Entity) to the exoneration of the Transferring Entity, and the Licensee shall thereafter be bound to such Transferee Entity as the Owner, or one of the Persons comprising the Owner, as applicable, under this Agreement.

25. SPECIFIC TERMINATION RIGHTS

In addition to the other termination rights provided to it in this Agreement, either the Owner or the Licensee 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 Governmental Authority;
- (d) where the Owner wishes to redevelop, or otherwise alter the Building in such a manner as to, in the Owner's opinion, make the relocation of any part of the Deemed Area or the Licensee's Equipment not feasible;
- (e) the Licensee no longer provides Licensee's Services in the Building;
- (f) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any Governmental Authority having jurisdiction over the provisioning of Licensee Services or any other matters required by the Licensee to provide Licensee Services; or
- (g) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC.

26. ESTOPPEL CERTIFICATES

The Licensee will provide to the Owner from time to time, within five (5) Business Days of the Owner's written request in each case, at no cost to the Owner, 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 Owner for the statement confirming the Commencement Date, the Term, any Extension Term to which it claims to be entitled, and any other information that the Owner reasonably requests pertaining to this Agreement or Building.

27. OWNER'S AUTHORITY

If this Agreement is executed by the Property Manager as agent of, or on behalf of, the Owner, the Property Manager represents that it has full authority to execute this Agreement on behalf of the Owner. The obligations of the Owner under this Agreement are the obligations of the Owner and not the Property Manager itself except to the extent this Agreement expressly otherwise provides.

28. SEVERAL OBLIGATIONS - NON-RECOURSE

- (a) The liability of each of each Person comprising the Owner where there are more than one, is several and not joint, or joint and several and, such liability is limited to the interest of the Owner from time to time in the Building and no recourse shall be had, judgment issued or execution or other process levied against any Person other than the Person or Persons comprising the Owner or against any property other than the Owner's interest in the Building from time to time.
- (b) If at any time the Owner or one or more of the Persons comprising the Owner is a trust including, a real estate investment trust or an income trust (the "Trust"), then the liabilities or obligations of the Owner or the Trust comprising the Owner shall bind only the Trust itself and shall not be binding upon any trustee, unit holder or beneficiary of the Trust or upon annuitants under plans of which holders of units of the Trust act as trustee or carrier.

29. ENTIRE AGREEMENT

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

30. LICENSEE'S REPRESENTATION

The Licensee represents to the Owner and acknowledges that the Owner 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.

31. FORCE MAJEURE

Without limiting or restricting the applicability of Applicable Laws governing frustration of contracts, in the event either the Owner or the Licensee fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances.

32. IMPLIED WAIVERS

A waiver by the Owner 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 Owner 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. GOVERNING LAW

This Agreement shall be interpreted under and is governed by the laws of the Province of Alberta and the laws of Canada applicable therein, without giving effect to choice of law principles established or enacted in accordance with such laws, and shall be deemed to be an Alberta agreement for all purposes. The parties to this Agreement hereby irrevocably attorn to the courts of the Province of Alberta and irrevocably select the appropriate courthouse in Calgary, Alberta (given the nature of the legal proceeding and the jurisdiction of the particular court) to be the venue for all legal proceedings in respect of this Agreement or any other related matter. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto and, unless otherwise expressly provided herein, also refers to all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which supplements or supersedes such statute or regulation.

35. INTERPRETATION

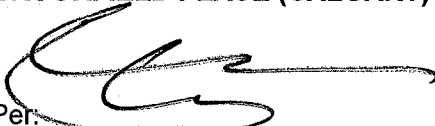
- (a) The grammatical changes required to make the provisions of this Agreement apply in the plural sense where any party to this Agreement comprises more than one Person and to corporations, trusts, companies, firms, partnerships, or other entities, or individuals, male or female, will be assumed as though in each case fully expressed. Where the context so requires, defined terms in this Agreement importing the singular sense shall include the plural sense and *vice versa*. If any party to this Agreement except the Owner consists of more than one Person, the covenants of any such party shall be deemed to be joint and several covenants of each such Person. If any party to this Agreement except the Owner is or becomes a partnership of any kind, notwithstanding any Applicable Laws to the contrary, 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 this Agreement whether or not such Person ceases to be a member of such partnership or successor partnership.
- (b) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example (such as "including" or "such as") and then a list of, or reference to, specific matters or items, such list or reference shall not be read so as to limit or restrict the generality of such statement or provision, even though words such as "without limitation" or "without limiting the generality of the foregoing" or "but not limited to" or "by way of non-exhaustive example" do not precede such list or reference.
- (c) The cover page of this Agreement, table of contents, Article numbers, Article headings, Section numbers and Section headings are inserted for convenience of reference only and are not to be considered when interpreting this Agreement. The particular words used to label or identify the defined terms of this Agreement


shall not be considered when interpreting this Agreement or the defined term itself. The subsections, paragraphs, subparagraphs or sub-subparagraphs of the provisions of this Agreement are uniformly referred to as "Sections".

- (d) The parties to this Agreement agree that, notwithstanding any rule of law or equity, presumption, principle of construction or Applicable Laws to the contrary:
 - (i) in any controversy, dispute, contest, arbitration, mediation or legal proceeding of any kind including an action, lawsuit, motion, application, reference or appeal, regarding the interpretation, validity, or enforcement of this Agreement or any of the provisions hereof, there shall be no inference, presumption or conclusion drawn whatsoever against any party to this Agreement by virtue of that party having drafted this Agreement or any portion thereof or by virtue of this Agreement being drawn using the Owner's or the Property Manager's standard or preferred form; and
 - (ii) any deletion of language or wording from this Agreement (or drafts hereof) prior to execution by the parties to this Agreement shall not be construed to have any particular meaning or to raise any presumption, construction or implication including, any implication that by the deletion of certain language or wording the parties to this Agreement intended to state the opposite of the deleted language or wording. The selection or use of the words "not applicable" or "intentionally left blank" in any provision of this Agreement is for the convenience of the parties hereto only and shall indicate the express intention of the parties hereto that such provision to be left blank or without text so as to preserve the numbering scheme adopted in this Agreement and that such words shall not be construed so as to have any meaning which would affect the construction of this Agreement or be construed to raise any presumption, construction or implication; and
 - (iii) the selection or use of any bold, italicized, underlined or coloured print in this Agreement shall not be construed to have any particular meaning or to raise any presumption, construction or implication; and
 - (iv) this Agreement shall be deemed to be executed under seal by all parties to this Agreement even if a party does not affix its, his or her seal.

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


BROOKFIELD PLACE (CALGARY) LP,
by its sole general partner:
BROOKFIELD PLACE (CALGARY) GP INC.
(Owner)

Per: 
Name: Ian Parker
Title: Chief Operating Officer, Canadian Office Division

Per: 
Name: Robert G. Kiddine
Title: Vice President, Legal

I/We have authority to bind the corporation

TELUS COMMUNICATIONS COMPANY
(Licensee)

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

Per: _____
Name:
Title:

I/We have authority to bind the corporation

SCHEDULE "A-1"

SPACE CONSOLIDATION

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

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

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

"Corporate Change": a corporate reorganization, amalgamation, merger, acquisition, divestiture or other corporate asset change, structural or organizational change involving 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 Owner, 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.

2. 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 Owner 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 Owner and the Related TLA Party.

3. If a Co-location occurs, all costs reasonably incurred by the Owner to alter the Building space, facilities or equipment to accommodate the Co-location will be recoverable by the Owner 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.

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

- (a) 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;
- (b) 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
- (c) 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.

5. 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.

EXHIBIT "1"

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 multi-stage sales, use, consumption, goods and services tax, value added or business transfer taxes or any other similar taxes of whatever name imposed by any governmental authority with jurisdiction on any amounts payable under this License;
- (g) all business, taxes, realty taxes, rates, duties and assessments and other charges that may be levied, rated, charged or assessed against the equipment and/or Deemed Area, and every tax and license fee in respect of any and every business in respect of the use of occupancy thereof by Licensee;
- (h) cost of all security escorts through tenant and secured areas of the property at the established billing rate for the building plus 15% administration fee;
- (i) any other reasonable costs of facilitating the initial set up of the Licensee's operations within the Building; and
- (j) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 7(a). A minimum fee of three hundred and fifty dollars (\$350.00).