

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT dated this 17th day of March, 2011

BETWEEN:

THE STANDARD LIFE ASSURANCE COMPANY OF CANADA
(the "Owner")

and

TELUS COMMUNICATIONS COMPANY
(the "Licensee")

PREAMBLE:

- (a) The Owner is the owner of a certain building as more particularly described in this Agreement.
- (b) The Owner has agreed to grant to the Licensee a license to install, operate, maintain, repair and replace certain communications equipment in the Owner's building as more particularly described in this Agreement on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Owner and the Licensee agree as follows:

ARTICLE 1- DEFINITIONS AND INTERPRETATION

Definitions In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings, respectively:

"Agreement" means this Agreement and the attached Schedule A, Schedule B and all subsequent changes, modifications and amendments to this Agreement and the attached Schedule A made in accordance with the provisions of this Agreement.

"Building" means the building owned by the Owner and located on the Lands.

"Building Risers" means the electrical, mechanical or communications spaces or other pathways in the Building.

"Business Day" means a day other than a Saturday, Sunday and any other day on which the principal commercial banks in Ontario are not open for business during normal banking hours.

"Commencement Date" means the date on which the Term commences, which shall be April 1st, 2011.

"CRTC" means the Canadian Radio-television and Telecommunications Commission or its successor.

"Communications Equipment" means the communications equipment of the Licensee and its affiliates, including, without limitation, cabinets, racks, electronic equipment and other similar equipment

"Connecting Equipment" means the cables, conduits, inner ducts and connecting hardware of the Licensee that is connected to the Communications Equipment.

"Entrance Link" means the core sleeve penetration through the foundations of the Building.

"Equipment Room" means the non-segregated floor space in the main terminal room as identified in Schedule A.

"HST" means the Harmonized Sales Tax established under the *Excise Tax Act (Canada)* or a successor tax imposed by the Government of Canada under lawful authority.

"Lands" means the lands situated in the City of Toronto, in the Province of Ontario, on which the Building is constructed as more particularly described in the attached Schedule B.

"License Fee" means the annual fee specified in section 4.1 of this Agreement which is payable by the Licensee to the Owner under this Agreement.

"Licensee's Equipment" means, collectively, the Communications Equipment and the Connecting Equipment.

"Notice" means any notice, request, consent or other communication provided, required or permitted under this Agreement as contemplated in Section 12.1 of this Agreement.

"Term" means the continuous period of five (5) years commencing on the Commencement Date.

"Renewal Term" means the period after the Term for which this Agreement may be renewed and extended as described in section 3.2 of this Agreement.

1.2 **Interpretation** For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

- (a) Words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable.
- (b) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though such provision had not been included.
- (c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.

(d) This Agreement shall be interpreted and governed by the laws of the Province of Ontario, and the laws of Canada applicable therein.

1.3 **Schedules** The following are the Schedules attached to and forming part of this Agreement:

Schedule A -Equipment Room Plan

Schedule B -Legal Description of Lands

ARTICLE 2 -LICENSE

2.1 **License** The Owner grants to the Licensee a non-exclusive license to:

- (a) install, operate, maintain, repair and replace the Communications Equipment in the Equipment Room, at the Licensee's sole expense and risk;
- (b) install, operate, maintain, repair and replace the Connecting Equipment in the Building, at the Licensee's sole expense and risk, together with the right to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's customers in the Building, as required by the Licensee from time to time to provide communications services to the Licensee's customers in the Building; and
- (c) use the Entrance Link and existing Building wiring, only to the extent that the Owner has the possession of, and authority to allow the use of, the entrance Link and the existing Building wiring, as required by the Licensee for the purpose of connecting the Licensee's Equipment to the Licensee's customers in the Building.

2.2 **Nature of Interest** The right granted to the Licensee under this Agreement is a contractual license only, and shall not constitute a partnership, joint venture or lease between the parties. Nothing in this Agreement provides any estate, right or title in and to land.

2.3 **Non-Exclusivity** The License acknowledges and agrees that the license granted to the Licensee pursuant to section 2.1 of this Agreement is not exclusive to the Licensee, and that the Owner has the right to grant similar rights and privileges in respect of the Building to other parties.

ARTICLE 3 -TERM

3.1 **Term** Notwithstanding the date of its execution, this Agreement shall come into effect on the Commencement Date, and, subject to the provisions of this Agreement, shall remain in effect for the Term.

3.2 **Option to Renew** – This section intentionally deleted.

3.3 **Overholding** If the Licensee remains in occupation of the Equipment Room following the expiration of the Term or a Renewal Term, such continued occupation by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time, and the Licensee shall be considered a trespasser, subject to lock-out.

ARTICLE 4 – LICENCE FEE

- 4.1 **License Fee** The Licensee shall pay to the Owner an annual License Fee in an amount of \$1200 per annum for each year of the Term. The License Fee is calculated on the basis of \$25 per square foot of the Equipment Room per annum based on a nominal size of 48 square feet. The access fee shall be paid in advance of the Commencement Date and thereafter annually on each anniversary date of the Commencement Date during the Term or any renewal thereof.
- 4.2 **HST** The Licensee shall pay the Harmonized Sales Tax ("HST") as applicable on the License Fee, which HST shall be paid at the time the License Fee is payable. The Owner's HST registration number is 105252126.
- 4.3 **Non-Disclosure** The Owner and the Licensee each agree to refrain from disclosing the financial terms of this Agreement, except that either party may disclose the financial terms of this Agreement if required by law or regulation.

ARTICLE 5 – USE

- 5.1 **Use of Equipment Room** The Licensee shall use the Equipment Room only for the purpose of the installation, operation, maintenance, repair and replacement of the Licensee's Equipment as required by the Licensee for the purpose of providing communications services to the Licensee's customers in the Building. The Licensee acknowledges and agrees that:
- (a) this Agreement does not allow the installation or operation by or on behalf of the Licensee of any type of roof top or wireless communication equipment; and
 - (b) the Licensee shall not use any part of the Licensee's Equipment Room as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network to serve persons outside of the Building.
- 5.2 **Title** The Owner acknowledges and agrees that title to, and ownership of, the Licensee's Equipment shall remain with the Licensee at all times notwithstanding that the Licensee's Equipment may be affixed to a part of the Building.

ARTICLE 6 -ACCESS AND ELECTRIC UTILITIES

- 6.1 **Access** The Licensee and its authorized representatives shall have access to the Equipment Room on a seven (7) days a week, twenty-four (24) hours per day basis for emergency purposes only, to effect repairs as necessary to maintain services to the Licensee's customers. For all other non-emergency access, which shall only be during normal business hours or as arranged in advance with the Owner, the Licensee and its authorized representative shall have such access to the driveways, walkways, entrances, exits and hallways associated with the Building as may be required in order for the Licensee and its authorized representative to access the Equipment Room. The owner acknowledges that the nature of the Licensee's communications services requires such access for servicing purposes and in emergency situations. The Licensee and its authorized representatives shall have ingress and egress to the Building Risers at such times as specified by the Owner, acting reasonably, provided that in the event of an emergency, the Licensee shall have the right to enter the Building Risers upon notification to the Owner. All entry and access to the Equipment Room and the Building,

including the Building Risers, by the Licensee and its authorized representatives shall be subject to the Owner's reasonable security procedures. Without limiting the generality of the foregoing,

- (a) the Licensee must obtain authorization for access from the security desk. All Licensee representatives will provide picture identification to the Owner's security personnel satisfactory to the Owner or security guard prior to being granted access.
- (b) access to tenant premises requires (i) the presence of the tenant at the premises; or (ii) the tenant's written consent on file with security; and
- (c) Licensee shall pay the Owner \$100 per visit for the cost of all security guard services required to provide access to secured areas in the Building.

- 6.2 **Electrical Power** The Licensee shall have the right to connect the Licensee's Equipment to the electric power distributing system within the Building at the sole cost and expense of the Licensee. Where the Licensee's Equipment consumes more than approximately one (1) kilowatt per hour, the Owner may require the Licensee to pay for all electricity consumed by the Licensee on a load and usage basis. The Licensee, at its sole cost and expense, shall agree to have the Owner install an electrical meter, which shall be connected to the building energy management system, to determine the Licensee's electricity consumption. The Owner shall use reasonable commercial efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's use, but in no event shall the Owner be liable for any failure to notify Licensee of any planned utility outage. The Licensee agrees that the owner has no obligation or responsibility to provide emergency or backup power to the Licensee.
- 6.3 **Telephone Service** The Licensee, at its sole cost and expense, shall have the right to install a telephone in the Equipment Room if required by the Licensee.
- 6.4 **Nuisance** The Licensee shall not use nor permit the Licensee's Equipment or any part of the Equipment Room to be used in such a manner as to annoy, disturb or cause nuisance to the Owner or the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.
- 6.5 **Compliance with Laws** The Licensee, in installing, maintaining operating, repairing and replacing the Licensee's Equipment in the Equipment Room and the Building Risers shall comply at all times with all applicable laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities, including, without limitation, the rulings and decisions of the CRTC.

ARTICLE 7 -INSTALLATION, MAINTENANCE AND REPAIRS

- 7.1 **Approval of Plans** Prior to the commencement of the installation of the Licensee's Equipment in the Equipment Room and in the Building Risers, the Licensee shall prepare and submit plans, specifications, and working drawings that are approved by a Professional Engineer, to the Owner in respect of such installation, as well as any subsequent changes, for the approval of the Owner, which approval shall not be unreasonably withheld or delayed. Licensee shall pay the Owner for the direct costs for the Owner's approval of the Licensee's plans and other similar costs, including without limitation, the fees charged by engineers or other experts retained by the Owner to assist the Owner with the review of such plans prior to granting approval, plus an administrative charge of fifteen percent (15%).

- 7.2 **Installation** Upon receipt of the Owner's written approval pursuant to section 7.1 above, the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee's Equipment, which installation shall be performed in a responsible and workmanlike manner and in accordance with all applicable laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial and municipal governmental authorities, and within 30 days after completions of work, the Licensee shall provide the Owner with a Statutory Declaration that all supplies of labour, material and services in respect of the installation have been paid in full. The Licensee shall also provide certified As Built Drawings. All drawings and plans and As Built Drawings referred to in this Agreement shall also be submitted in CAD format, compatible with the Owner's software.
- 7.3 **Cables** The Licensee shall label each cable placed by the Licensee in the Building Risers and any telecommunications closets through which the Licensee's cable passes with an identification number assigned by the Owner for the Licensee.
- 7.4 **Repairs and Maintenance** The Licensee will repair, at its sole expense, any and all damages to the building whatsoever resulting from the installation of its Entrance Link, Communications Equipment and/or Connecting Equipment. The Licensee, at its own cost and expense, shall keep the Equipment Room and the Licensee's Equipment in a safe and properly maintained condition.
- 7.5 **Liens** The Licensee shall be responsible for the satisfaction or payment or any liens registered against the Lands or any interest in the Lands by any supplier of labour, material or services to the Licensee. Any such liens shall be discharged by the Licensee forthwith. Failure to discharge liens promptly may result in termination of this Agreement, with no liability for the Owner, such termination at the sole discretion of the Owner.
- 7.6 **Consolidation** From time to time and more than once, at the Owner's request, the Licensee shall modify, replace, alter or consolidate the Communications Equipment and Connecting Equipment, at Licensee's sole costs, in order to reduce the amount of space occupied by the such equipment and related materials in the Building including without limitation within the riser shafts and other spaces outside the Equipment Room. The Owner undertakes acting reasonably to use the most cost effective and efficient solution for the Building with respect to such modification, replacement, alteration and consolidation and agrees to allocate such costs among the various telecommunication providers in the Building in an equitable and fair manner.
- 7.7 **Riser Management** The Licensee acknowledges and agrees that the Owner shall have the right to co-ordinate, restrict, enforce and approve third parties acting reasonably who wish access to the Building's risers. The Licensee acknowledges that the Owner may retain a riser management firm or other third party manager to co-ordinate, supervise and approve the work of all telecommunication contractors who shall employ industry standard practices followed by telecommunication services providers in Canada. The Owner may direct the Licensee to take instructions from such riser management firm or third party manager who shall act on behalf of the Owner in this regard. The Licensee shall be responsible for all costs associated with the riser management firm or third party manager fees to review, supervision, and inspection of all work contemplated in the Building. In the event the Owner retains the services of a contractor to be mutually agreed upon between the Licensee and the Owner to pull wire within the Building risers for the Licensee, then the Licensee shall be responsible for all direct costs for such service plus an administrative charge of fifteen percent (15%). The Licensee may install, at its sole cost, and in accordance with the provisions of this Agreement, in-building wire for its own use for the provision of telecommunication service in the Building.

ARTICLE 8 -INSURANCE AND INDEMNIFICATION

- 8.1 **Insurance** The Licensee, at its own expense, shall take out and maintain in force while this Agreement is in effect, comprehensive general liability insurance in a minimum amount of Ten Million Dollars (\$10,000,000.00) per occurrence for injury, death or property damage arising out of the Licensee's operations pursuant to this Agreement, which insurance shall contain cross liability and severability of interest clauses. The Licensee shall provide certificates of insurance to the Owner on or prior to the commencement of the Term of this Agreement. At the Owner's request, the Licensee shall add the Owner as an additional insured.
- 8.2 **Indemnification** The Licensee agrees to indemnify and hold the Owner harmless from and against any losses, damages, costs or expenses (including reasonable legal fees) as a result of or arising out of (a) the Licensee's performance non-performance of its obligations under this Agreement or (b) the installation, operation, maintenance, repair or removal of the Licensee's Equipment in the Equipment Room and at the Building communications space, Building Risers and Entrance Link pursuant to this Agreement, except to the extent that any such loss, damage, cost or expense is due to the gross negligence or willful misconduct of the Owner of those for whom the Owner is in law responsible.

ARTICLE 9 – TERMINATION

- 9.1 **Termination by Licensee** The Licensee shall have the right to terminate this Agreement on the anniversary date of the License upon ninety (90) days prior written notice to the Owner in the event of the occurrence of any of the following, but not excluding any unforeseen circumstances:
- (a) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's Equipment.
 - (b) the Licensee's Equipment is damaged or destroyed and the Licensee determines that it will not effect repairs to, or replace, the Licensee's Equipment; or
 - (c) the Owner defaults in the observance or performance of any of the Owner's obligations under the Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the owner, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Owner promptly commences such cure with reasonable diligence.
 - (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 Equipment Room or the Communication Equipment not feasible.
- 9.2 **Termination by the Owner** The Owner shall have the right to terminate this Agreement upon thirty (30) days written notice to the Licensee in the event of the occurrence of any of the following, but not excluding any unforeseen circumstances:

- (a) the Licensee defaults in the payment of the License Fee or any other sum due under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Owner to the Licensee;
- (b) the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement and such default continues for more than thirty (30) days after receipt of written notice of such default by the Owner to the Licensee, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence; or
- (c) the Licensee makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensee is conclusive evidence of insolvency.

9.3 **Surrender** Upon the expiration or earlier termination of this Agreement, the Licensee shall remove all of its Connecting Equipment and Communications Equipment from the Equipment Room, Building Risers and the Building, and shall be responsible for repairing any damage caused by such removal. If the Licensee fails to remove all of its Connecting Equipment and Communications Equipment from the Equipment Room, Building Risers and the Building, or repair any damage caused by such removal, the Owner may do so at the Licensee's cost.

ARTICLE 10 -DAMAGE OR DESTRUCTION OF BUILDING

10.1 **Right to Terminate** In the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Owner under this Agreement, the Owner, at its sole option and expense, may attempt to repair such damage within one hundred eighty (180) days. In the event the Owner elects not to repair the damage within one hundred eighty (180) days, the Licensee shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the Owner, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of section 9.3 of this Agreement.

ARTICLE 11- FORCE MAJEURE

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

ARTICLE 12 –NOTICES

Notices Any Notice pursuant to this Agreement shall be sufficiently given if in writing and personally served, or sent by facsimile or registered mail, and addressed or sent as specified below:

(a) If to the Owner:

The Standard Life Assurance Company of Canada
Suite 1010
100 Sheppard Avenue East,
North York, Ontario
M2N 6N5
Attention: Asset Manager

(b) If to the Licensee:

Telus Communications Company
25 York Street, 22nd floor
Toronto, ON M5J 2V5
Attention: Robert Beatty, Director of Building Access

cc: Richard Johnson, Manager, Building Access

Receipt Where a Notice is delivered personally or by facsimile, it shall be deemed to have been received the same Business Day, or if the day on which the Notice was sent is not a Business Day, the Notice shall be deemed to have been received on the next Business Day.

Where a Notice is sent by registered mail, it shall be deemed to have been received three (3) Business Days after the date of mailing. In no event should any Notice be sent by mail during any period of interrupted or threatened interruption of postal service.

Change of Address Either party may change its address or particulars for purposes of the receipt of any Notices in connection with this Agreement by giving notice in the same manner as provided in this Article 12.

ARTICLE 13 –MISCELLANEOUS

CRTC Decision In the event the CRTC issues a ruling or decision which directly applies to the access rights granted herein while this Agreement is in effect, then subject to the Owner's right of appeal to the courts with respect to such CRTC ruling or decision, this Agreement shall be amended by the parties in such a manner so as to give effect to such ruling or decision, and all appropriate adjustments in respect of any amounts paid under this Agreement shall immediately be made between the parties to ensure that this Agreement is brought into conformity with such ruling or decision, including, without limitation, the termination of this Agreement if necessary.

Entire Agreement This Agreement cancels, replaces and supersedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.

Waiver No failure by either to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.

Successors and Assigns This Agreement shall not be assigned by the Licensee, in whole or in part, without the express written consent of the Owner, which consent shall not be unreasonably withheld or unduly delayed, provided that the Licensee shall be entitled to assign this Agreement to an affiliate of the Licensee, as defined in the Canada Business Corporations Act, upon written notice to the Owner. This Agreement shall be binding upon, and shall enure to, the benefit of the parties and their respective successors and permitted assigns.

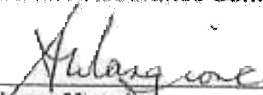
Survival The terms of this Agreement, which by their nature are intended to extend beyond the term of this Agreement, shall survive any termination or expiration of this Agreement.

13.6 **Time of Essence** In this Agreement, time is of the essence.

Counterparts This Agreement may be executed in any number of counterparts each of which shall be deemed an original and as executed shall constitute one agreement, binding on both Parties even though both Parties do not sign the same counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf.

The Standard Life Assurance Company of Canada

Per: 
Anthony Mangione
Senior Property Manager

Mar 21/11

Per: 
Gus Tzoraklidis
Asset Manager

MARCH 21/11
Date

Telus Communications Company

Per: 

March 17/11
Date

Title: Richard Johnson, Manager, Billing Access

**SCHEDULE B
LEGAL DESCRIPTION OF LANDS**

Parcel 2-1, Section B-4433, being part of Lots 2 and 3, Plan 4433, designated as Parts 1, 2, 3, and 35, Plan 66R-13018, City of Worth York, Municipality of Metropolitan Toronto;
The boundaries of the east and west limits of Kenneth Avenue confirmed by Plan BA-539, Township of York/North York.

Land Titles Division of Metropolitan Toronto (No. 66) at Toronto.

Property Identification Number 10084-0031.