

## TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT made this 4th day of August, 2006.

**BETWEEN:**

**Canadian Federation of Independent Business**  
(the "Licensor")

**AND:**

**TELUS COMMUNICATIONS COMPANY**  
(the "Licensee")

**IN CONSIDERATION** of the fees paid by the Licensee to the Licensor and the covenants and terms contained in this License, the Licensor grants a license to the Licensee as follows:

1. **Building Address:** municipally described as 4141 Yonge Street, Toronto, Ontario (the "Building"), as located upon the lands legally described in Schedule "A" attached hereto, (the "Lands").
2. **Term:** Two (2) years (the "Term").
3. **Commencement Date:** November 1, 2006 (the "Commencement Date").
4. **License Fee:** One Thousand Five Hundred dollars (\$1,700.00) per annum plus GST (the "License Fee"), payable annually in advance beginning on the Commencement Date. Licensor's GST number is 10764000RT0001. For further clarity, the above noted License fee was derived by multiplying the approximately 85 square foot Licensee Premises by \$20.00 per square foot, gross.
5. **Additional Fees:** In addition to the License Fee, the Licensee agrees to pay, without duplication, the following expenses incurred by the Licensor related to the License granted by way of this Agreement:
  - a) charges for the Licensee's electricity supplied to the Premises which may be based on actual readings from a sub-meter installed by the Licensee at its cost.
  - b) any costs directly associated with the installation or delivery of new services delivered to the Licensee's customers located in the building, including any of the Licensor's reasonable costs associated with plan review and approvals.
6. **Option To Extend Term:** The Licensee shall have the right to extend the Term for an additional period of (enter number of years as contained in #2 above), upon a minimum of sixty (60) days' written notice prior to the expiry of the Term, on the same terms and conditions as this License, save and except for any further right to extend and the License Fee, which fee shall be at market rates, as agreed to by the parties. In the event the License Fee cannot be so determined, such fee for the extension term shall be determined by a single arbitrator in accordance with the applicable arbitration legislation for the province in which the Building is situated.
7. **Use and Access:** The Licensor grants the Licensee the right to provide telecommunications services to the tenants and occupants of the Building ("Licensee's Services"). In order to provide Licensee's services, the Licensee may construct, install, operate, maintain, repair, service, upgrade and modify, remove and replace telecommunications equipment ("Equipment") in the location, containing approximately 85 sq. ft. ("Premises") and as indicated on Schedule "B" attached hereto as well as the right to use all portions of the Lands including the Building necessary to bring cable and related equipment from the property line of the Lands to the tenants or occupants of the Building and the use of all risers and pathways associated with the Premises, Building and Lands necessary thereto. *Prior to the installation of any such cable and related equipment, the Licensee shall provide the Licensor with detailed plans showing the proposed location of the cable and related equipment and the method of attachment of the cable and related equipment, as well provide the Licensor with particulars of the cable and related equipment to be installed on or about the Lands and Building, all of which shall be subject to the prior written consent of the Licensor (such consent not to be unreasonably withheld or delayed).*



- 8. Installation and Maintenance of Licensee's Equipment:** The Licensee agrees to obtain all required governmental permits and approvals at its cost prior, to installing any Equipment and prior to making any material changes, additions, improvements or alterations to same. At the request of the Licensor, all Equipment that the Licensee intends to install, improve or alter is subject to the prior approval of the Licensor and is to be installed, improved or altered in accordance to the plans and specifications approved by the Licensor. All such approvals shall not be unreasonably withheld or delayed.
- 9. Licensee's Equipment:** At any time following the full execution of this License, the Licensee shall have the right to install the Equipment in the Building in accordance with the terms of this License. Upon the expiry or earlier termination of this License, the Licensee shall remove Cable and the Equipment from the building and repair any damage caused by its installation or removal. The Licensor acknowledges that the Equipment, notwithstanding same may be affixed to the Building, shall at all times remain the property of the Licensee, and that the Licensor does not have nor will it have any right, title or interest whatsoever in the Equipment.
- 10. Cabling and Riser Management:** The Licensee acknowledges that the Licensor may retain a third-party riser manager to co-ordinate and supervise the operations of all telecommunications service providers in the Building, however the Licensee shall not be responsible to pay the Licensor for any riser management or administration costs unless mutually agreed to in advance and in writing and provided such costs are permissible under the access guidelines set out in CRTC Decision 2003-45 or any other applicable laws, regulations or decisions impacting the delivery of telecommunications services to the building.
- 11. Indemnity and Insurance:** The Licensee shall indemnify and save harmless the Licensor other for any loss, claim or damage to person or property arising out of the use and/or occupancy of the Building by the Licensee and caused its negligence or the negligence of those for whom each is responsible in law. The Licensee shall maintain in force public liability and property damage insurance coverage of not less than five million dollars (\$5,000,000.00), and the Licensee shall add the Licensor to the Licensee's insurance as an additional insured.
- 12. Default and Termination:** The Licensor shall be entitled to terminate this License in the event of any breach of this License by the Licensee if the Licensee fails to cure or to commence in good faith to cure such breach within thirty (30) days following written notice of such breach from the Licensor. The Licensee may terminate this License upon thirty (30) days' written notice to the Licensor if the Licensee shall be unable to obtain or shall cease to possess any necessary rights or approvals from any appropriate governmental or regulatory authority or in the event that the Building should become unsuitable or commercially impractical for the Licensee's business, in which case any prepaid portion of the License Fee shall be adjusted as of the effective date of termination and returned forthwith to the Licensee.
- 13. Assignment:** The Licensee may not assign or sublicense this License, in whole or in part without the Licensor's prior written consent, which shall not be unreasonably withheld or unduly delayed; however, where any such assignment or sublicense is to an affiliate, parent or subsidiary corporation, secured lender or acquirer of a material portion of the Licensee's voting shares or assets, the Licensor's consent shall not be required, but notice shall be given to the Licensor prior to any assignment of sublicense in such circumstances.
- 14. CRTC:** The Licensor and Licensee acknowledge that the access rights of telecommunication service providers in multi-tenant buildings are subject to regulatory proceedings initiated by the CRTC from time to time. In the event the CRTC issues a ruling or decision in respect of such access right while this Agreement is in effect and such ruling or decision affects rights and/or obligations of either party hereto, such party shall be entitled to require this Agreement or portions thereof, as required, be amended in such a manner so as to give effect to such ruling or decision and in the event the parties cannot agree upon the appropriate amendment required to make this Agreement consistent with the CRTC rulings or decisions, then such amendment shall be determined by the CRTC. Provided however, if the rights or obligations are negatively affected in a material fashion by any such ruling or decision, the Licensor may terminate this license on sixty five (65) days written notice to the licensee.

15. **Notices:** All notices required to be delivered hereunder shall be in writing and delivered to the addresses set out below by mail (deemed to be received three (3) business days after mailing) or facsimile transmission (deemed to be received on the next business day following the date of transmission):

Licensor: Canadian Federation of Independent Business

Licensee: TELUS Communications Company

Address: 4141 Yonge Street  
Willowdale, Ontario  
M2P 2A6

Address: 90 Gough Road  
Markham, Ontario  
L3R 5V5

Attention: David Naish, Manager, Building Operations

Attention: Robert Beatty, Director, Building Access and Richard Johnson, Manager Building Access

Facsimile: 416- 222-6103

Facsimile: (416) 496-6767

The Licensor and Licensee may change their respective addresses by written notice to each other.

16. **Schedules:** The following schedules are attached to and form part of this License:

- Schedule "A" - Legal Description
- Schedule "B" - Plans of Premises

17. **Miscellaneous:**

- (a) This License, including all schedules attached hereto, is the entire agreement between the Licensor and the Licensee and contains all agreements, promises and understandings between the parties concerning the subject matter described herein.
- (b) This License shall be governed by the laws of the province in which the Building is located and the Federal laws of Canada, and the Licensor and the Licensee shall comply with and conform to all applicable laws, by-laws, and regulations of any governmental or regulatory authority having proper jurisdiction over the subject matter of this License, including the CRTC.
- (c) Should any portion of this License be found to be invalid, illegal or unenforceable, such provision shall be severed without affecting the balance of this License.
- (d) This License shall be binding on the parties and their respective successors and assigns.
- (e) Each party shall be excused for any delay in performance of any of the provisions hereunder if such delay is due to circumstances beyond the affected party's reasonable control.
- (f) This License shall not create any other relationship between the parties other than that of licensor and licensee.
- (g) The Licensor and the Licensee each warrant that it has the requisite power, approval and right to enter into this License and to carry out all of its provisions.
- (h) The parties hereto have requested that this License and all related documentation be drawn up in English. Les parties ont exigé que le présent permis et tous les documents s'y rapportant soient rédigés en anglais.

IN WITNESS WHEREOF the parties have duly executed this License.

Dated this 11<sup>th</sup> day of August, 2006.

**Canadian Federation of Independent Business**

Licenser



Authorized Signature

Name: Dennis Baldwin

Title: Vice-President, Finance

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Authorized Signature

Name:

Title:

Dated this 4<sup>th</sup> day of August, 2006.

**TELUS COMMUNICATIONS COMPANY**

Licensee



Authorized Signature

Name: Richard Johnson

Title: Building Access Manager

Schedule "A"

**LEGAL DESCRIPTION**

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of North York, in the Municipality of Metropolitan Toronto and being composed of that part of Lot 11, Concession 1, East of Yonge Street, designated as Parts 2, 3 and 4 on a Plan deposited in the Land Registry Office for the Registry Division of Toronto Boroughs and York South as No. 64R-8023.

SUBJECT TO a subsurface easement over Part 3 on Plan 64R-8023 as set out in Instrument No. 594017, 680014, 680013 and 607591.