

SITE ACCESS LICENSE AGREEMENT

THIS SITE ACCESS LICENSE dated the 19th day of January, 2009, governed by and construed under the laws of the Province of Ontario.

BETWEEN:

TELUS Communications Company
(the "Licensee")

-AND-

**TOWER ONE HOLDING CORPORATION,
TOWER TWO HOLDING CORPORATION,
PRESTON BUILDING HOLDING CORPORATION, AND
SAKTO CORPORATION**
(collectively, the "Licensors")

FOR 333, 343 & 347 PRESTON STREET, being TOWERS I, II & III respectively,
OTTAWA, ONTARIO (the "Buildings")

WHEREAS:

- A. Tower One Holding Corporation is the registered owner of the property located at 333 Preston Street (Tower I), Ottawa, Ontario. Tower Two Holding Corporation is the registered owner of the property located at 343 Preston Street (Tower II), Ottawa, Ontario. Preston Building Holding Corporation is the registered owner of the property located at 347 Preston Street (Tower III), Ottawa, Ontario (collectively, the "Buildings"). The Buildings are legally described in Schedule "A";
- B. Sakto Corporation is the registered owner of the Tower I, II and III parking garages legally described in Schedule "B" (collectively, the "Parking Garages");
- C. Some of the tenants having premises within the Buildings have requested (and may request at a future date) telecommunication services from the Licensee (the "Customers");
- D. The Licensee wishes to install, maintain, operate and repair its equipment located in the Buildings and the Parking Garages in order to provide telecommunication services to the Customers (the "Telus Telecommunication Services"); and
- E. The Licensors grant to the Licensee the non-exclusive right to access those portions of the Parking Garages illustrated in Schedule "D" and those portions of the Buildings and the Building Telecommunication Room, for the purpose of installing the Conduits in order to operate and provide the Buildings with

telecommunications services, subject to the terms and conditions of this License (as herein defined below).

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. TERM, TERMINATION AND COST RECOVERIES

(a) The term ("Term") of the License shall commence on the 1st day of January 2008 ("Commencement Date") for five (5) years.

(b) The herein License shall expire the earlier of:

(I) The date of expiration (or earlier termination) of the last remaining lease between any of the Licensors and a tenant with premises in any of the Buildings being provided with Telus Telecommunication Services the day prior to such date of expiration (or earlier termination); or

(II) The date that all agreements for telecommunication services between the Licensee and Customers are terminated.

(c) The Licensee shall pay to the Licensors the following (the "Cost Recoveries"):

(I) A yearly rental fee in Canadian dollars as follows:

(i) from January 1, 2008 to December 31, 2008, Two Thousand (\$2,000.00) Dollars payable on the date of execution of this License;

(ii) from January 1, 2009 to December 31, 2009, Three Thousand (\$3,000.00) Dollars payable in advance on January 1, 2009;

(iii) from January 1, 2010 to December 31, 2010, Three Thousand One Hundred and Fifty (\$3,150.00) Dollars payable in advance on January 1, 2010;

(iv) from January 1, 2011 to December 31, 2011, Three Thousand Three Hundred Seven Dollars and Fifty Cents (\$3,307.50) payable in advance on January 1, 2011; and

(v) from January 1, 2012 to December 31, 2012, Three Thousand Four Hundred Seventy-Two Dollars and Eighty-Eight Cents (\$3,472.88) payable in advance on January 1, 2012.

The yearly rental fee has been calculated on the basis that the rental rate is \$20.00 p.s.f. (subject to an annual increase of five (5) percent in each of the third, fourth and fifth years of the Term) for the space allocated to the Licensee's equipment, conduits and each occupied location which is agreed to be 50 sq. ft. each. The Licensee shall

occupy two locations (Towers I and III) in the first year of the Term and three locations (Towers I, II and III) for the balance of the Term.

(II) All ongoing costs incurred by the Licensors attributable to the Licensee's exercise of its rights herein including, without limitation, all costs incurred for electrical power or other utilities to accommodate the Licensee's telecommunications equipment. Following the end of each calendar year, the Licensors will provide an invoice to the Licensee for the amount owed by the Licensee on account of all costs incurred by the Licensor for electrical power or other utilities to accommodate the Licensee's telecommunications equipment. Such amount will be payable to the Licensor within ten (10) business days of receiving such an invoice.

The Licensors shall determine the Cost Recoveries on a reasonable basis. Without limitation, to the extent any items constituting part of the Cost Recoveries are attributable to the rights herein and to others uses or aspects of the Buildings or the Parking Garages, the Licensors shall make a reasonable allocation on the basis of such factors as the Licensors determine to be relevant to the facilities being used by the Licensee.

2. OPTION TO RENEW

Upon the expiration of the License in accordance with subsection 1(a) of the License, the Licensee shall have the option to renew the License for one for one (1) additional term of five (5) years (the "Renewal Term"), on the same terms and conditions as the Term, save and except there will be no further right to extend the Term. The Licensee shall notify the Licensors of the Licensee's intention to exercise the Licensee's option to renew this License not less than six (6) months prior to the expiry of the current term noted subsection 1(a).

3. LICENSE

The Licensors grant to the Licensee a non-exclusive license to:

(a) Install, maintain, operate, repair, replace, alter and remove the conduits and related cables and connecting hardware (the "Equipment") within the Parking Garages, the Building Telecommunication Rooms, and the Buildings, as is more particularly described in Schedules "C" "C-1", "D", and "E" attached hereto; and

all as may be reasonably necessary to provide Telecommunications Services to the Buildings.

The license granted herein is not exclusive. The Licensors hereby reserve the right to grant, renew or extend similar licenses to others. In granting similar licenses, the Licensors agree that they will take reasonable measures to ensure the rights and privileges granted to the Licensee herein are not impaired.

4. ACCESS

(a) The Licensors agree that the Licensee's authorized representatives shall have access to the Building, the Building Telecommunication Rooms and levels of the Parking Garages, within normal operating hours, for the purposes of installing, maintaining, operating, replacing, altering, removing and repairing the Licensee's Equipment in accordance with the terms of this Agreement. The Licensee agrees that any person it so authorizes shall be properly qualified and equipped to work within the areas to which access is granted and shall comply with all applicable Building rules and regulations and Tenant Design Criteria Manual as outlined in Schedule "G". Except for access required to remedy service interruption or other emergency repairs of the Licensee's Equipment, the Licensee agrees to give reasonable advance notice to the Licensors prior to accessing the Buildings, Building Telecommunication Rooms and/or Parking Garages.

(b) When access to the Building, the Building Telecommunication Rooms, Tenant Space or the Parking Garages is required by the Licensee outside of the normal operating hours for the Buildings, adequate notice must be given to the Licensors to arrange access. The Licensors reserve the right to have representatives of the Licensee accompanied by the Building staff and in all such cases the Licensee agrees to reimburse the Licensors for the reasonable cost and expense of providing such staff, including a fifteen percent (15%) administration fee.

5. APPROVAL BY LICENSORS OF LICENSEE'S PLANS

Installation of the said Equipment by the Licensee shall be completed and maintained in accordance with the detailed plans, complete with installation notes and routing schematics, attached hereto as Schedules "C", "C-1", "D", and "E". Upon completion of its initial installation, the Licensee shall provide to the Licensors as-built drawings showing the Licensee's Equipment and Related Equipment including, without limitation, the location of all cabling and wiring. The Licensee shall revise and update such as-built drawings as required from time to time upon making any changes or alterations. Should any further and additional equipment be required to be installed, the Licensee shall obtain the Licensors' prior written approval.

The Licensors may, in their sole and reasonable discretion, at any time, require the Licensee, at the Licensee's sole expense, to relocate within the Building, Building Telecommunication Room and Parking Garages, any or all of the Licensee's Equipment and Related Equipment. Provided that the request for relocation of the Licensee's Equipment and Related Equipment is within the Licensor's control, the Licensors shall use reasonable commercial efforts to minimize the interruption to or interference with the Licensee's operations, but shall not, in any event be liable for any compensation to the Licensee.

6. USE

The Licensee shall have access rights to the Parking Garages, Buildings and Building Telecommunication Rooms solely for the purpose of the Telecommunications Services for which the Licensee has obtained the necessary permits and licenses as required by the Canadian Radio-Television and Telecommunications Commission (the "CTRC") and any other governmental body having jurisdiction.

7. EQUIPMENT – INSTALLATION AND REMOVAL

The Equipment and Related Equipment shall be for the exclusive use of the Licensee and its Customers, and shall remain the property of the Licensee. All installation and maintenance of the Equipment and Related Equipment shall be carried out by the Licensee. The Licensee shall, prior to the end of the Term and within ten (10) days of any early termination of this Licensee, remove the Licensee's Equipment and the Licensee's Related Equipment from the Buildings, Building Telecommunication Rooms and Parking Garages, and restore the Buildings, Building Telecommunication Rooms and Parking Garages by repairing any damage resulting from the installation, operation or removal of the Licensee's Equipment. Any property not so named may, at the Licensors' sole option: (a) be removed and stored by the Licensors at the Licensee's expense; or (b) become the property of the Licensors without compensation to the Licensee. Any damage not repaired by the Licensee within ten (10) days of the later of the Licensee's removal of the Licensee's Equipment or the termination of this License may be repaired by the Licensors, and the Licensee shall remain responsible to the Licensors for the reasonable costs of such repair.

8. RESTORATION AND REMOVAL FOR DAMAGE

The Licensee shall, at its sole cost and expense, repair any damage to the Buildings, Building Telecommunication Room, Parking Garages and/or to any property owned by the Licensors or any tenant, licensee or other occupant of the Licensors where such is a direct damage caused by the negligent, reckless or willful misconduct of the Licensee, its subcontractors or those for whom it is in law responsible in relation to the installation, operation, maintenance, repair, replacement and removal granted by the Licensors. Notwithstanding the foregoing, to the extent that any such damage is covered by insurance maintained by the Licensors, the Licensee is released from liability subject only to the following:

- (a) such release shall be effective only to the extent of proceeds of insurance received by the Licensors; and
- (b) to the extent that both parties have insurance or are required to have insurance for any occurrence, the Licensee's insurance shall be primary.

9. INTERFERENCE

Should the installation or use of the Equipment or Related Equipment under the herein License cause an interference with the Buildings operations of the Licensors or with any tenants' use and quiet enjoyment of the Buildings, Building Telecommunication Rooms or the Parking Garages, or cause any transmission interference with any similar or other installation, then the Licensors will inform the Licensee through written notice of such and the Licensee will immediately cease operation of the Licensee's Equipment and Related Equipment until the problem is corrected. Should such interference continue, the Licensors may take such other reasonable action to correct such occurrence including, termination of this License without compensation.

The Licensors agree, within a reasonable time frame, to notify the Licensee if at any time it becomes aware of any occurrence or event which results in or could be expected to result in, interference with the operation of the Licensee's Equipment.

10. GOVERNMENT RELATIONS

With respect to the installation contemplated by the herein Licensee, the Licensee, shall at its sole cost:

(a) Comply with and conform to all applicable laws, by-laws, building codes, fire codes, legislative and regulatory requirements of any and all governmental authorities relating to the but not limited to, the applicable rulings and decisions of the Canadian Radio-Television and Telecommunications Commission ("CTRC") and regulations of Industry Canada; and

(b) Perform such installation as set out in the herein License so as to comply with all respects with applicable common law and with all present and future applicable federal, provincial, municipal, government or quasi-governmental laws, by-laws, rules, regulations, licenses, orders, guidelines, directives, permits, decisions or requirements concerning occupational or public health and safety or the equipment.

11. DEFAULT

In the event that the Licensee fails to perform its obligations as set out in this License, the Licensors shall provide written notice to the Licensee of its default. The Licensee shall have ten (10) days from receipt of said notice to remedy the situation and failing such remedy by the Licensee and failing any further negotiations, the Licensors, at their sole option and without prejudice to any other remedy available to the Licensors herein, may terminate this License by giving written notice of termination, unless such default is incapable of remedy within such ten (10) days period provided that the Licensee has diligently commenced to cure such default. Upon said termination the Licensee shall, in accordance with section 7 of this License, remove all its Equipment and Related Equipment and restore any part of the Buildings, Building Telecommunication Rooms

and Parking Garages that were affected by the Licensee's Equipment substantially to its original condition allowing for normal wear and tear.

12. INSURANCE

During the Term of this License the Licensee shall, at its own expense, provide and maintain the following insurance:

Commercial General Liability Insurance covering the Licensee's business operations and shall include the Licensors as an additional insured with respect to the Parking Garages, Building, Building Telecommunication Room and related operations. The Limit of Liability shall not be less than Five Million Dollars (\$5,000,000.00) inclusive in any one occurrence or series of occurrences arising out of one cause.

The Licensee's insurance coverage shall be primary with respect to other insurance maintained by the Licensors or any other additional insured parties; waive any rights of subrogation in favour of the Licensor and include contractual liability coverage.

The Licensee shall place with the Licensors, prior to installing any Equipment or Related Equipment in the Parking Garages, Buildings or the Building Telecommunication Rooms, a certificate evidencing such insurance coverage outlined above.

13. INDEMNITY OF LICENSORS

Save for the willful or negligent act of the Licensors, its officers, directors, agents, employees, contractors or those for whom it is at law responsible, the Licensee shall indemnify and save harmless the Licensors against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of:

- a) any loss, cost (including, without limitation, lawyer's fees and disbursements), expenses and damage suffered by the Licensors arising from any breach by the Licensee or any of its covenants and obligations under this License.
- b) any damage arising from the conduct of any work or any willful or negligent act or omission of the Licensee, its servants, agents, employees or contractors, or by the failure of any or all of the Equipment;
- c) all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work or any act or omission of the Licensee, agent, employee, contractor, invitee or licensee of the Licensee, and in respect of all costs, expenses and liabilities incurred by the Licensors in connection with or arising out of all such claims, including the expenses of any action or proceeding pertaining thereto;
- d) any damage to the Licensee's Equipment or the interruption of service;
- e) any interruption of service to its Customers;

- f) any damage which may be caused by steam, water, rain or snow, or any other thing which may leak into, issue or flow from any part of the lands on which the Buildings, Building Telecommunication Rooms and Parking Garages are situate or from the pipes or plumbing works, including the sprinkler system therein or from any other place or for any damage directly caused by or attributable to the Equipment.

14. INDEMNITY OF LICENSEE

Save for the willful or negligent act of the Licensee, its officers, directors, agents, employees, contractors or those for whom it is at law responsible, the Licensor shall indemnify and save harmless the Licensee against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of any loss, cost (including, without limitation, lawyer's fees and disbursements), expenses and damage suffered by the Licensee arising from any breach by the Licensor or any of its covenants and obligations under this License.

15. REPAIR WHERE LICENSEE AT FAULT

Save for the willful or negligent act of the Licensors, its officers, directors, agents, employees, contractors or for those whom at law it is responsible for, if the Buildings, Building Telecommunication Rooms or Parking Garages, including, the elevators, the boilers, engines, pipes and other apparatus or any of them used for the purpose of heating or air conditioning the Buildings, Building Telecommunication Rooms or Parking Garages or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the Buildings, Building Telecommunication Rooms or Parking garages or the roof or outside vessels or other part of the Building shall become out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Licensee, its servants, agents, employees, or through it or them in any way stopping up or injuring the heating apparatus, elevators, water pipes, drainage pipes or other equipment or part of the Buildings, Building Telecommunication Rooms or Parking Garages, the expense of the necessary repairs, replacements, or alterations, once completed, shall be borne by the Licensee who shall pay the same to the Licensors within fifty (50) days of receipt of the Licensor's invoice.

16. DEMOLITION AND REDEVELOPMENT

If the Licensors desire at any time to demolish or redevelop the Buildings, Building Telecommunication Rooms or Parking Garages and has provided any necessary demolition notices to the other tenants and licensees occupying the Building, then the Licensors shall have the right to terminate this License by giving ninety (90) days written notice to the Licensee. The Licensee shall agree to vacate and surrender up the Building Telecommunication Room for which it is being licensed at the expiration of ninety (90) days from the date of the termination notice. The Licensors shall provide the Licensee with a right of first refusal to relocate in the Licensors' redeveloped Building, subject to a

further license fee or deposit, terms and condition to be negotiated at that time, each party acting reasonably.

17. RULES AND REGULATION

The Rules and Regulations and the Licensors' Tenant Design Criteria Manual attached as Schedule "G" hereto and forming part of this License Agreement, have been adopted by the Licensee for the safety, benefit and convenience of all tenants, licensees and other persons in the Building. The Licensee shall at all times comply with and shall cause its employees, agents and licensees to comply with the Rule and Regulations and the Tenant Design Criteria Manual as are from time to time in effect. The Licensors shall be able to enforce any breach of the Rules and Regulations and the Tenant Design Criteria Manual as a breach of this License.

The Licensors may from time to time amend, delete from or add to the Rules and Regulations and the Tenant Design Criteria Manual provided that any such modification:

- a) shall not be repugnant to any other provision of this License;
- b) shall be reasonable and have general application to all tenants, licensees and other users operating similar Equipment to that of the Licensee in the Building;
- c) shall be effective only upon delivery of a copy thereof to the Licensee at its place of business;
- d) the Licensors shall use its reasonable efforts to secure compliance by all other licensees and other users operating similar Equipment to that of the Licensee, with the Rules and Regulations and the Tenant Design Criteria Manual from time to time in effect, but shall not be responsible to the Licensee for failure of any person to comply with such Rules and Regulations or the Tenant Design Criteria Manual.

18. NOTICE

Any notice required or permitted to be given hereunder or any tender or delivery of documents maybe sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission

To the Licensee at the following address:

Telus Plaza South Tower
10020 100 Street NW
Edmonton, Alberta T5J ON5
Attention: Doug Becker
Telephone: 780-493-4907
Facsimile: 780-423-7983

*Robert Beatty, Director Building Access
c/o of Richard Johnson, Manager
Building Access
90 Gough Road 2
Markham, ON
L3R 5V5
Fax: 416-496-6767*

And copy to:

To the Licensors at the following address:

333, Preston Street, Suite 100, Ottawa, ON K1S 5N4
Attention: Kim Reid, Property Manager
Telephone: 613-230-7572
Facsimile: 613-230-2635

19. SALE, CONVEYANCE AND ASSIGNMENT

Nothing in this License shall restrict the right of the Licensors to sell, convey, assign, pledge or otherwise deal with the Buildings, the Building Telecommunication Rooms and the Parking Garages, without the consent of the Licensee. Further, nothing in this License shall restrict the right of the Licensors to sever the lands on which the Buildings, Building Telecommunication Rooms and Parking Garages are located. The obligations of the Licensors under this License shall no longer be binding upon the Licensors in the event that Licensors sells, assigns, or otherwise transfers its interest in the Buildings, Building Telecommunications Rooms and/or Parking Garages, so long as the assignee, purchaser or transferee agrees to be fully bound by the provisions of this License.

The Licensee shall not assign its rights and obligations under the License without the prior written consent of the Licensors, which shall not be unreasonably withheld. Further, no change shall take place in the *de facto* control of the corporation, whether by transfer, issue, sale, assignment, bequest or other disposition of shares in, or merger or amalgamation of, the Licensee or any parent or subsidiary of the Licensee, or the entering into of any agreement, or by any other means, without the prior written consent of the Licensors in each instance, which consent may not be unreasonably or arbitrarily withheld.

20. SUBORDINATION

This License is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trust now or hereafter placed on the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. The Licensors represent and warrant that they have the authority to grant the rights and privileges in the License.

21. ATTORNMENT

Subject to Article 19, if the interest of Licensors is transferred to any person (herein called "Purchaser") by reason of foreclosure or other proceedings of enforcement of any such mortgage or deed of trust, or by delivery of a deed in lieu of such foreclosure or other by other proceedings including severance, the Licensee shall immediately and automatically attorn to the new owner.

22. REGISTRATION

The Licensee may not register this License or a notice of license on title to the Building, the Building Telecommunication Room or the Parking Garages.

23. SUCCESSORS AND ASSIGNS

This License and everything herein contained shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns and other legal representatives as the case may be, of each and every of the parties hereto, and every reference herein to any party hereto shall include the heirs, executors, administrators, successors and assigns and other legal representatives of such party, and where there is more than one Licensee or corporation, the provisions hereto shall be read with all grammatical changes rendered necessary.

24. ATTACHMENTS

The Schedules referred to in this License and attached herewith are deemed to be incorporated herein and may include the following:


- Schedule "A" – Legal Description of the Buildings
- Schedule "B" – Legal Description of the Parking Garages
- Schedule "C" – General Description of Routing and Installation
- Schedule "C1" General Conduit Site Plan
- Schedule "D" – Parking Level Conduit Plan
- Schedule "E" – New Fibre Optic Site Plan
- Schedule "E1" Non Owned Off Site Conduit Routing Schematic
- Schedule "F" – Permit for Use of Non-Owned Support Structures
- Schedule "G" – Licensor's Rules and Regulations Governing Licensee's Work

25. ACCEPTANCE

This License constitutes the entire agreement between the Licensors and the Licensee and superseded all prior arrangements and understandings whether written or oral relative to the subject matters thereof. Except as otherwise specifically set forth in this License neither party makes any representation or warranty, express or implied, statutory or otherwise to the other. The License may not be amended or modified except by a written instrument executed by both parties.

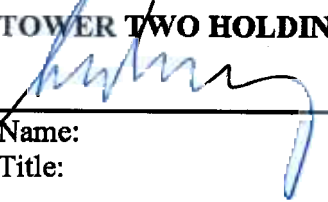
IN WITNESS WHEREOF the Licensors and the Licensee have executed this License as of the date first above written.

LICENSORS:

SAKTO CORPORATION

Name: TANYA CALETTA
Title: DIRECTOR

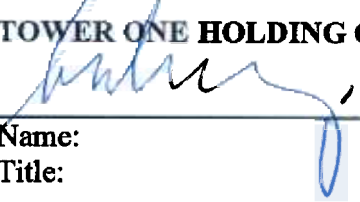
Name:
Title:
I/We hereby have authority to bind the Corporation.

TOWER TWO HOLDING CORPORATION


Name:
Title:

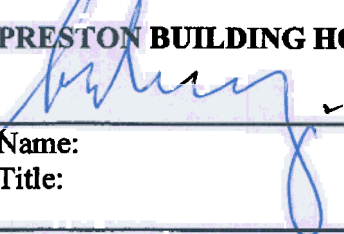
Name:
Title:
I/We hereby have authority to bind the Corporation.

TOWER ONE HOLDING CORPORATION


Name:
Title:

Name:
Title:
I/We hereby have authority to bind the Corporation.

PRESTON BUILDING HOLDING CORPORATION


Name:
Title:

Name:
Title:
I/We hereby have authority to bind the Corporation.

LICENSEE:

TELUS

Communications Company

RC

Name:

ROBERT BATTY

Title:

AVP, BUILDING ACCESS

Name:

Title:

I/We hereby have authority to bind the Corporation.

RC

**SCHEDULE A
LEGAL DESCRIPTION OF THE BUILDINGS**

333 PRESTON STREET:

PIN 04104-0430

Part of Lots 1582 to 1591 Registered Plan 39, Part 2 Registered Plan 4R-22812; Ottawa

343 PRESTON STREET:

PIN 04104-0433

Part of Block 132, Registered Plan 13, and Part of Lots 1562 to 1569 Registered Plan 39, Part 5 Registered Plan 4R-22812; Ottawa

347 PRESTON STREET:

PIN 04104-0432

Part of Block 132 Registered Plan 13, and Part of Lots 1 to 4, and Part of Lots 79 and 80 Registered Plan 194250; Ottawa.

SCHEDULE B
LEGAL DESCRIPTIONS OF THE PARKING GARAGES

PIN04104-0429

Part of Block 132 Registered Plan 13, Parts of Lots 1561 to 1566, Lot 1567 and Part of Lot 1568, Part of Lots 1581 to 1592, and Part of Queen Street closed by Bylaw CR42744 Registered Plan 39, Part of Lots 1 to 4, Part of Lots 79 to 89, Part of Lots 99 to 102 Registered Plan 194250, Parts 1, 6, 7, 8, 9 and 10 Registered Plan 4R-22812; Ottawa

Subject to an Easement in favour of Hydro Ottawa Limited over Part 8 Registered Plan 4R-22812 as in LT1349175.

SCHEDULE C

GENERAL DESCRIPTION OF ROUTING AND INSTALLATION

The feed is run as follows:

- Tower 1 ground floor east telecommunication room down to Parking level 1-A
via the main telecommunication room on Parking level 1
- Exits the Parking level 1 telecommunications room onto Parking level 1-A along
Parking level 1-A and down the drive ramp to Parking level 2
- Travels along the ceiling of Parking level 2 over to Tower III telecommunication
room located on Parking level 2 of Tower III
- Exits Tower III telecommunication room via a base building conduit to the south
Telecommunication riser running vertically to the Tenant's telecommunication
room on 3rd Floor of Tower III

Addition January 2009

- Additional feed exits Tower III telecommunications room on Parking level 2
and travels across to Tower II rising vertically through Buildings
telecommunication rooms to serve Tenants in Tower II.



SCHEDULE F
PERMIT FOR USE OF NON-OWNED SUPPORT STRUCTURES
PERMIT FOR USE OF ROGERS OWNED SUPPORT STRUCTURES

APPLICANT'S COMPANY NAME: TELUS

APPLICANT'S PROJECT NUMBER: P0813007-B-1

APPLICATION DATE: October 9, 2008

CABLE BUSINESS UNIT (CBU): _____

LOCATION: Rochester Street
 (Street name)
City of Ottawa
 (Municipality)

DESCRIPTION:

| | | |
|-------------------------------------|-------------|-----------------------------------|
| <input type="checkbox"/> | AERIAL | <u>PLACE NEW: 48 FOC - 11.7mm</u> |
| <input checked="" type="checkbox"/> | UNDERGROUND | <u>BREAKOUT:</u> |
| <input type="checkbox"/> | REVISE | |

REVISE PERMIT LINES:

ROGERS CABLE PERMIT APPROVAL

REVIEWED BY: _Trevor Timm DATE DENIED: _____

PERMIT NUMBER:
024-08

DATE APPROVED:
12-Nov-08

LETTER OF CONDITION ATTACHED (yes/no): _____

MAKE READY WORK REQUIRED (yes/no): _____

Total Meters of Strand:
n/a

DATE MAKE READY WORK QUOTE COMPLETED: _____

Total Meters of Conduit Usage:
29 metres

QUOTE FOR MAKE READY WORK ATTACHED (yes/no): _____

Total Number of Poles:
1 Hydro Ottawa

APPLICANT'S REPRESENTATIVE'S APPROVAL:

NAME: Joanne Berry

TITLE: Project Manager

DATE: September 4, 2008

SIGNATURE:

SCHEDULE G



TENANT DESIGN CRITERIA MANUAL

SAKTO CORPORATION

333 Preston St. Suite 100

Ottawa, Canada K1S 5N4

Tel: 613-230-7572

Fax: 613-230-2635

March 2004

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INTRODUCTION

This manual is dedicated to assist Tenants in the design and construction of leasehold improvements before, during and after the substantial completion of the base building project. Revisions, as the nature of the project's site conditions change, will be supplemented.

The manual contains information about procedures and requirements established by the Landlord for Tenants who undertake improvements within the leased premises; it also outlines the basic design specifications for the building. The information provided here applies as a general rule and should be made available to the Tenant's designers and contractors, who are urged to acquaint themselves thoroughly with the material herein, as it will form the basis of the Landlord's approval of all Tenant submissions.

It is recommended that the Tenant and/or designer visit the site to inspect and verify all site conditions prior to the commencement of design work.

The Landlord reserves the right to amend or add to the information in the manual at any time and the Tenant is obliged to abide by such changes upon notification thereof. All costs associated with compliance shall be at the Tenant's expense.

This manual is intended to reflect only standard conditions or situations and does not amend the formal lease agreement which is to govern in the event of any inconsistencies.

Permission to deviate from the criteria contained herein must be obtained in writing. Notes on drawings in conflict with the design criteria have no validity.

PART A. INFORMATION, PROCEDURES AND REGULATIONS

TENANT CO-ORDINATION

- a) to provide guidance and assistance to Tenants during both the design and construction phases of their leasehold improvements;
- b) to review and comment upon all Tenant submissions before work begins within the leased premises;
- c) to provide liaison between and among the Landlord, Landlord's contractor and consultants, the Tenant's contractor and designer.

All questions, comments and submissions should be addressed to:

SAKTO CORPORATION
333 Preston St. Suite 910
Ottawa, Canada K1S 5N4
Tel: 613-230-3434
Fax: 613-230-9198

TENANT DESIGN AND WORKING DRAWINGS

To assist the Tenant in the production of working drawings, the Landlord can provide the Tenant with drawings of the leased premises indicating the major elements of the base building structure and systems. Any additional drawings or information the Tenant may reasonably require for this purpose may be obtained through the Property Management Office.

The Tenant must submit to Management for review **three sets of prints** of all work proposed for the leased premises. One set of prints will be returned to the Tenant bearing Management's stamp and comments, if any, with the understanding that drawings must be kept on the job for viewing throughout the construction period. (Any revision to the reviewed drawings must be submitted to Management for review, and work must not proceed until the revised drawings have been reviewed, stamped and returned.) (Please identify any floor load issues, ie.. high density filing)

Documents Prior to Commencement of Construction

- a) Landlord's written acceptance of Tenant drawings and specifications
- b) Copies of Addenda issued during tender period at the time of issuance
- c) Copy of Building Permit, Notice of Project
- d) Certificate of Clearance from Workers' Compensation Board
- e) Insurance in accordance with lease documents
- f) Three (3) sets of coordinated construction drawings and specifications
- g) List indicating General and Subcontractor's contact names and telephone numbers for after hour emergency use (see base building's approved list of contractors attached)
- h) Copy of the site safety plan and your health and safety policy

Documents During Construction

- a) Copies of all site meeting minutes
- b) Copies of all contemplated changes at time of issuance to contractors
- c) Copies of all inspection reports from consultants and engineers
- d) Copies of all site reports from authorities having jurisdiction
- e) Copy of structural sign off for coring locations

Documents Following the Completion of Work

- a) Complete set of Consultant approved "as-built" drawings , CAD Architectural, Mechanical and Electrical Drawings.
- b) Consultant approved Maintenance Manuals
- c) Final Certificates - Hydro, Plumbing, etc.
- d) Occupancy Permit or equivalent
- e) Letter from Tenant's designer consultant that the installation has been completed in accordance with the contract drawings and specifications and authorities having jurisdiction
- f) Letter from base building equipment supplier/contractor that any interface has been completed in accordance with their requirement and existing warranties are valid

- g) Confirmation from Tenant Co-ordinator that all base building equipment/material that is to remain the property of the Landlord has been delivered
- h) Copies of all final deficiency lists
- i) Copy of balancing report
- (j) The allowance may not be used for cabling, telecommunications equipment, signage furniture or other personal property.

The Landlord reserves the right to demand additional or expanded information, for purposes of definition or clarification, before giving approval. Working drawings should supply the information listed below:

Floor Plans

Floor plans should have a drawing scale of one-eighth inch to the foot ($1/8" = 1'$) minimum and should show:

- a) the location of all major fixed elements within the leased premises dimensionally related to grid lines and demising partitions
- b) room names and uses
- c) Identify locations and layouts of rooms with unusual loading concentrations (for example, centralized filing areas, libraries)
- d) materials and finishes throughout the premises

Where the leased premises occupy less than a full floor, plans must be included of the entire floor, showing the location of the leased premises and their relationship to the elevator lobby, exits, washrooms, etc.

Reflected Ceiling/Lighting Plans

Floor plans should have a drawing scale of one-eighth inch to the foot ($1/8" = 1'$) minimum and should show:

- a) lighting layout, ceiling pattern, air transfer ducts, materials and suspension-system details
- b) the locations of any sound baffles above the ceiling
- c) the locations of any access panels required to service building systems
- d) the locations of any air transfer ducts through full height partitions

Construction Details

These plans should be at suitable scales and should indicate all methods of construction.

Completed Electrical, Mechanical, Sprinkler, Building Automation and Life/Safety System Drawings

These drawings should have a scale of one-eighth inch to the foot ($1/8" = 1'$) minimum and should show all work that is an alteration/addition to the base building system and all parts of the base building system that remain unchanged. Tie-ins and extensions to base building security, fire alarm and communication systems should also be shown. (Please note that all tie ins to base building systems and equipment (fire alarm, electrical etc.) should be performed by base building contractor)

Structural Drawings

These drawings should be supplied where special conditions warrant their production (e.g. openings in slabs) and should be at suitable scales.

Hardware Schedule

Two copies of the hardware schedule must be submitted for the Landlord's approval.

TENANT DESIGN CONSULTANTS

The Tenant, at its own expense, shall retain qualified professional consultants, subject to approval by the Landlord. A list of qualified consultants is available from the Property Management Office upon request.

The Landlord encourages the use of its own base building consultants because of their familiarity with the base building design. Their use should also result in more reasonable costs and should speed up the approval process. Engineering drawings produced by non-base building consultants will be reviewed by the base building consultants at the Tenant's expense. All changes recommended by the Landlord or its consultants must be included in the final specifications and drawings. When non-base building engineering consultants are used, the Landlord will commission the base building engineers to conduct site inspections on its behalf, and any such related cost will be charged to the Tenant's account.

In order to maintain up-to-date records of "as-built" conditions, all architectural, structural, mechanical and electrical changes or any other modifications to the building must be recorded on the building file drawings.

Mechanical and electrical information will be maintained on building file drawings by the base building consultants. When Tenant-initiated engineering work is undertaken by consultants other than the base building consultants, additional costs will be incurred by the Tenant for this necessary transfer of information from the Tenant drawings to the building file drawings.

LANDLORD'S BASE BUILDING CONSULTANTS

Architects

IBI Group Architects
333 Preston Street, Suite 400
Ottawa, Ontario K1S 5N4

Structural Consultants

Adjeleian Allen Rubeli Limited
75 Albert Street
Ottawa, Ontario K1P 5E7

Mechanical & Electrical Consultants

R. J. McKee Engineering Ltd.
1785 Woodward Avenue
Ottawa, Ontario K2C 0P6

TENANT WORK REGULATIONS

While carrying out the Tenant work in the leased premises, the Tenant and all of its contractors, agents and employees are required to abide by the regulations listed below.

Certificates and Approval

The Tenant is responsible for ensuring that all the following requirements have been complied with before construction begins:

a) **Insurance** - Evidence must be provided, in a form acceptable to the Landlord, that the contractor has at least \$5 million dollars worth of general liability insurance. The insurance coverage must name Sakto Corporation as named additional insured. All general contractors must ensure that their policies cover all work performed by the sub-trades. Any other contractor working directly for a Tenant and requiring access to common areas (telephone rooms, riser rooms, mechanical rooms, etc.) must likewise provide acceptable evidence of adequate insurance coverage.

If a company is a subsidiary of another firm, proof of adequate insurance must be provided in the form of either (1) an actual insurance certificate as outlined above, or (2) a letter and insurance certificate from the parent firm indicating that it is willing to accept responsibility for its subsidiary's work.

b) **Permits** - Tenant's design and construction work must comply with all applicable by-laws. The Tenant must obtain all necessary permits and approvals from the appropriate government authorities before construction begins within the leased premises. A copy of all permits must be delivered to the Landlord. The Tenant must correct immediately any work that does not meet with the approval of the building inspector, even though the Tenant's drawings may have been approved previously by the appropriate government authorities and the Landlord. Any revisions to the approved drawings requested by such authorities must be brought to the attention of the Landlord immediately. Should the Tenant unduly delay the required correction(s), the Landlord may make the correction(s) at the Tenant's expense.

A copy of the permit drawings will be available at the Landlord's request.

c) Approved Drawings - A set of prints of the reviewed drawings must be kept on the leased premises for the duration of the construction period, so as to be available for reference purposes to the Landlord's authorized representatives.

d) Construction Schedule - The Tenant must provide the Landlord with a construction schedule outlining the start-up date and completion date. The Landlord will also require a complete list of the Tenant's contractors and sub-trades, which will be listed on a contractor access form and registered with site security.

e) Existing Finishes - All building finishes and carpets must be adequately protected to prevent any damage by Tenant contractors. Damage to building finishes caused by Tenant contractors will be repaired by the Landlord at the Tenant's expense.

Security Control

a) Keys - Access into the contracting Tenant's space should be agreed upon by and arranged between the contractor and its client.

All Tenant construction personnel must check in and out with site security in the main lobby at all times.

b) Hours - The building is open to contractors from 7:30 a.m. to 5:30 p.m., Monday to Friday. Should access be required after hours, approval must be granted from the Property Management Office. Full details of the after hours work must be provided. Work that will produce loud noise, such as core drilling, can only be performed after hours by scheduling work with the Property Management Office.

Public Safety

It is the Tenant's responsibility to ensure that the Tenant's contractor observes and complies with all applicable construction/safety regulations. Any additional safety regulations imposed by an authorized representative of the Landlord must also be complied with immediately and fully. Should failure to comply result in any construction delay, the Tenant will be held responsible for all resulting costs.

The Tenant shall ensure that the contractor and his sub-contractors observe and enforce all construction safety measures as contained in the requirements of any federal/provincial legislature, regulation, municipal by-laws and the requirements of all other authorities having jurisdiction which may pertain to construction of the work.

In the event of any conflict between any municipal by-laws, provincial or federal legislation, the provision which sets out the most onerous or stringent requirement shall apply.

The Tenant must ensure that its contractors and sub-contractors comply with the requirements of all Acts and Regulations with respect to health and safety, including the Occupational Health and Safety Act, RSO 1980, Chapter 321 (as amended) and the Regulations for Construction Projects (as amended)

made thereunder; and the Workplace Hazardous Material Information System (WHMIS) Regulation, Ontario Regulation 644/98, including the following:

- a) before commencement of work and throughout the contract, maintain on site and readily accessible to all those who may be exposed to hazardous materials, a list of all hazardous materials proposed for use on site or workplace, together with current Material Safety Data Sheets (MSDS);
- b) ensure hazardous materials used and/or supplied on site are labeled in accordance with WHMIS requirements;
- c) provide detailed written procedures for the safe handling, storage and use of such hazardous materials, including special precautions, safe clean up and disposal procedures, and comply with the requirements of the Environmental Protection Act with respect to the disposal of same;
- d) ensure that those who handle and/or are exposed to or are likely to handle or be exposed to hazardous materials are fully instructed and trained in accordance with WHMIS requirements.

Emergency Contact

The Tenant and its contractor are required to inform the Property Management Office on the ground floor of Tower I, of a name and telephone number for emergency contact.

Temporary Services

The Tenant's contractor is responsible for the distribution of temporary power and telephone service within the leased premises during the construction period. The Tenant will be responsible for all cleaning supplies and repair of all damages. Common areas and washrooms used by the Tenant's contractor will be the responsibility of the Tenant.

- a) Power - Power will be supplied at the panels of the dedicated electrical/telephone rooms and will be charged to the Tenant's account at a pro rata/square foot basis.
- b) Telephone - The Tenant and its contractors requiring the use of a telephone must make arrangements to have telephone service installed within the premises. The Tenant and its contractors will not have access to the Property Management Office telephone.
- c) Heat - Tenant's contractors are to supply the necessary temporary heating units. Hook up and disconnection to the building supply line will be done by the base building mechanical trade and charged to the Tenant's account. A consumption rate for recorded use will also be charged to the Tenant's account.
- d) Loading Dock - The dock is open Monday to Friday, 7:30 a.m. to 5:30 p.m. unless special arrangements are made through the Property Management Office.

e) Work Areas - All construction materials, tools, equipment and work benches must be kept within the leased premises throughout the construction period. All public lobbies, corridors, washrooms and stairs shall be kept clear of construction materials at all times.

f) Garbage - Corridors, exits, freight elevator lobbies and common areas must be kept clear at all times. Removal of all construction garbage is the responsibility of the Tenant's contractor. Arrangements must be made for elevator time to remove construction debris to the loading dock. Because of limited space, debris must be immediately removed from the site by whatever means possible by the contractor. No construction debris is to be disposed of in the building compactor. Please make arrangements with the Property Management office for an acceptable location for your construction bin.

For clarity, removal of Tenant's construction debris will be scheduled between the hours of 6:00 p.m. and 6:00 a.m. Bins will only be accepted on site during these hours. Booking of the service elevator for down loading must be co-ordinated through the Property Management Office or Security Officer with a minimum of 48 hours notice. The Tenant's contractor is responsible for the most efficient use of the service elevator at the Landlord's discretion. A building representative may be required for additional security after hours and the cost of same will be charged to the Tenant.

Note: Garbage of a flammable nature (e.g. paper) must not be allowed to accumulate, but must be removed from the site as quickly as possible.

g) Service Elevator - Between the hours of 9:30 a.m. to 11:30 a.m. and 1:30 p.m. to 3:30 p.m., Monday to Friday, the service elevator is available **non-exclusively** for small deliveries and contractor use, via dollies, hand carts, etc. Contractors are advised to contact security to obtain access for use of the service elevator. For large deliveries, i.e. drywall, moving, etc., the service elevator must be booked through the Security Officer or the Property Management Office for after hours use with a minimum of 48 hours notice. Security personnel may be required to be on hand to supervise and the cost of same will be charged to the Tenant at then prevailing hourly rates. Trades are not to utilize regular elevators, but are restricted to service elevator use only.

Temporary Fire Protection Devices

Operable fire extinguishers must be kept on the leased premises throughout the construction period and must be sufficient in number and of suitable type to combat a potential fire in the work area. Any contractors working with an open flame must provide their own fire extinguisher in an operable condition. Base building extinguishers are not to be removed from cabinets. Approval from the Property Management Office must be obtained before any work of this nature is undertaken.

Security of Leased Premises

The Tenant is fully responsible for the physical security of the leased premises and the contents therein throughout the construction period and occupancy. The Tenant's contractors shall be restricted to the enclosed leased area for all work, and storage of all construction materials, tools and equipment.

Access Panels

Access panels in wall, ceiling and floor construction must be provided by the Tenant at its own expense and as directed by the Landlord to permit necessary access to equipment or services. The contractor is to co-ordinate on site the location, number of panels, etc., with the building engineer/operator.

Tie-Ins

The Tenant must obtain the Landlord's permission in writing before performing any tie-ins to mechanical, fire protection or life/safety systems, and before testing any such tie-ins. All tie-ins to base building systems will be performed by base building contractor. Where any tie-ins are made to existing services, i.e. domestic water, sanitary, etc., provisions for future accessibility and isolation must be made, and are the responsibility of the Tenant or their contactors. At the sole expense of the Tenant, the Landlord's fire safety consultant, shall be retained to verify any and all fire system alterations. An addendum certificate must be provided to the Property Management Office.

Sprinkler System

All revisions to the base building sprinkler system must be approved by the Landlord or authorized representative. The sprinkler control valve will be closed and the sprinkler line drained until completion of all Tenant revisions on each floor. All sprinkler system components must be able to be made operable reasonably quickly should their use become necessary, and at the end of each day. The Landlord must be contacted 48 hours in advance of any proposed sprinkler work, and before commencing work on the site. **All precautions must be taken to ensure false fire alarms do not take place.** Charges will be levied against the Tenant's account (\$500 per false alarm). Sprinkler work requiring isolation of occupied areas must be completed after normal business hours (9:00 a.m. to 5:00 p.m.).

The contractor must provide a fire watch person for occupied areas in accordance with the building fire plan. After completion of all Tenant work the system must be water pressure tested at 150 p.s.i. for 2 hours and as per Landlord's specifications. **The Landlord's base building engineering consultant must witness the test and send the test certificate to the Property Management Office.** The sprinkler system will be reactivated once all tests have been approved. The Tenant is responsible for ensuring that the relocation or addition of heads conforms to all applicable N.F.P.A. standards, I.A.O. requirements and to all authority requirements.

Voice Communication Speakers

All revisions to the base building voice communication speakers must be approved by the Property Management Office. At the sole expense of the Tenant, the Landlord's fire safety contractor, must be retained to verify any and all alterations, additions, etc., to the voice communication system. An addendum certificate of any changes must be provided to the Property Management Office. Tenants may not occupy any floor during normal hours if the speaker system is out of operation. All revisions

must be performed during the night shift and co-ordinated to ensure that the system is fully operational by the start of business the following day.

Drilling or Cutting Work

The Tenant's contractors may not drill or cut openings of any type in any part of the basic building structure. Where such work is deemed to be necessary, it must be approved in writing by the Property Management Office and the Building Structural Engineer, carried out at the Tenant's expense, outside of regular office hours. X-ray of slabs is required. All hammer drilling must be done before 8:00 a.m. or after 6:00 p.m. All hole locations shall be reviewed prior to coring by the base building structural engineer at the cost of the Tenant.

Welding, Brazing, Open-Flame Work, etc.

The smoke alarm system is sensitive to such things as the smoke, dust and fumes caused by sanding, etc., therefore, all operations should be considered closely with regard to their effect on the smoke and fire detection systems.

Any contractor causing an alarm will be charged a fee of \$500.00 per occurrence. The Property Management Office will invoice the Tenant directly for all charges incurred by any contractor in this regard.

Water System Shutdowns

All requests for water system shutdowns (fire, line, domestic water, etc.) must be submitted in writing to the Property Management Office for approval at least 48 hours before the shutdown date.

Carpet Laying

Carpets may not be glued to the floor, except when a "quick-release" type of glue is used and the Landlord's approval has been obtained.

Plumbing

Where plumbing is removed from Tenant premises, all water supply, drain lines and vent connections must be removed from the ceiling spaces back to the core riser and properly capped.

Daily Clean Up

Contractors must ensure that corridors are left free of debris and must remove dirt and marks from corridor walls, floor, doors, etc. **on a daily basis**. Where special cleaning is required to maintain the corridor's neat appearance, such cleaning will be done at the Tenant's expense.

Completion of Work

At the completion of work, the Tenant must provide the Landlord with a complete set of "as-built" drawings.

All elements of the base building, such as, but not limited to, light fixtures, ceiling tiles, doors and frames, hardware, etc., that the Tenant removes with the approval of the Landlord, remain the property of the Landlord and must be delivered to the Property Management Office.

At the completion of construction the leased premises must be left clean and in a "move-in" condition. **The Landlord's cleaning contractor may be retained at the Tenant's expense to complete this work.**

In addition to the foregoing obligations, Tenants are also responsible for ensuring, before the premises are occupied or re-occupied, that the following areas and/or items are cleaned:

- a) light fixtures and lenses
- b) ceiling and ceiling tiles
- c) floor tiles and carpets
- d) corridor walls and doors immediately adjacent to the leased premises
- e) perimeter radiation units (inside and outside)
- f) lint screens and coil (cleaning shall be carried out by the Landlord's base building cleaners and charged to the Tenant's account)
- g) inside faces of windows
- h) all service rooms
- i) Venetian blinds (cleaning of the blinds shall be carried out by the base building cleaners and charged to the Tenant's account)

Statutory Declaration Form

The Tenant and its general contractor must complete and execute a Statutory Declaration Form protecting the Landlord against any and all liens, charges, or claims for any work performed or material furnished.

Air Balance Report

The Tenant must engage, through the Property Management Office, the Landlord's air balance contractor to provide an air balance report upon completion of all leasehold improvement work. The

report is to be done at the Tenant's expense and must be reviewed by the Landlord's consultant prior to submission.

Damage

Once a floor has been handed over to a Tenant's general contractor, the contractor is responsible for the floor. All floors will be confirmed in writing, with mutual acceptance, to be in perfect condition unless, prior to the start of any work, an inspection by the contractor and a representative of the Landlord determines otherwise.

Construction Noise

The Tenant's contractor shall not perform any work during business hours of which the noise is discernible to other Tenants and interrupts the use of their premises. The Property Management Office shall determine what level of noise is acceptable in the event of a problem.

Site Meetings

If required, the general contractor is to arrange and record at regular intervals during construction, site meetings to include representatives of the Tenant, general contractor, sub-trades and building management, in order to deal with any problems, alter or arrange schedules, up-date work progress, etc.

APPOINTMENT OF CONTRACTORS

The Tenant is required to engage its own contractors for the purpose of carrying out its leasehold improvement work. All Tenant contractors:

- a) are subject to approval by the Landlord
- b) all sub-trades must be selected from the Preston Square approved sub-trade list which may be found at the end of this manual
- c) must be in good standing with the provincial Worker's Compensation Board
- d) must utilize the base building automation and fire alarm sub-contractors for any leasehold improvements involving work from these trades

SPECIAL LANDLORD CHARGES

In cases of specialized construction or renovations, where the Landlord provides special facilities, equipment or services, special charges may be levied. The Property Management Office will inform the Tenant of such costs, whenever possible, before the costs are incurred.

Revisions to base building construction required for Tenant occupancy will be carried out by the Landlord's contractors, at the Tenant's expense.

FEES PAYABLE BY TENANT

In the event that the Landlord is used as the general contractor for improvement work, the Landlord will provide the Tenant with a schedule of the fees that will be charged to the Tenant for the co-ordination of leasehold improvement work. Charges at the time of this manual's printing are subject to the contemplated lease agreements.

AMENDMENTS TO LEASEHOLD IMPROVEMENT MANUAL

The foregoing information, procedures and regulations may be amended from time to time by the Landlord and/or the Landlord. After receiving notification of such changes, Tenants must comply with any new requirements.

PART B. FINISHES, SYSTEMS AND STANDARDS

FINISHES

Ceilings

Finished ceilings are lay-in acoustic panels, in a t-bar suspension system. The base building tile specification is Armstrong 2379 or Celotex equivalent. All vacant space is fully equipped with installed tiles. The contractor is responsible for supplying and replacing all tiles soiled or broken during construction.

Floors

Finished concrete floor slabs.

Core & Columns

Drywall prime painted base building standard white.

Curtain Walls

Fastening directly to the curtain wall is not permitted (including mullions).

Radiation Units

Radiation units are factory primed. All office furniture should be placed to allow a minimum of 6" clearance in order for the units to function correctly and enable access for maintenance. Fastening to the radiation unit is not permitted (including installation of power and telephone outlets).

Doors & Frames

Entrances to electrical rooms, janitor rooms, washrooms, stairways, etc., will be hollow metal doors in pressed steel frames, painted to base building standard. Tenant entrances on multi-Tenant floor, will be full height solid core wood doors with wood frames and will be finished on both sides with stained oak medium dark. Exiting is to be in accordance with the Ontario Building Code. Every suite shall have two entrance doorways (placed in such a manner that one doorway could provide exit from the suite if the other doorway becomes inaccessible to the occupants due to a fire which might originate in the suite) where the area is more than 200 m² or the distance measured from any point within the suite to the nearest door opening onto a public corridor is more than 25 m.

MECHANICAL SYSTEMS

Heating, Ventilating and Air Conditioning Systems

a) The office floors of the building will be air conditioned by central air volume units. Outside air will be provided by central air volume units located in the roof penthouse. Air will be distributed through ductwork to thermostatically controlled volume control boxes. Any addition or relocation of thermostats, VAV boxes, diffusers, etc., deemed necessary to accommodate the Tenant's floor plan shall be the responsibility of the Tenant. Air must move laterally through the office area to the core area fan rooms, return shafts and smoke shafts. If partitions extend to the underside of the structure openings must be provided for the free movement of air.

The office floors will be heated at the perimeter by electric radiant panels controlled by central PACE Control System. Perimeter thermostats will control both heating and cooling in sequence. Closure strips shall be provided in the radiation enclosure at every window mullion. The Tenant shall not directly utilize the base building exhaust system to accommodate any special room use, i.e. smoking room.

General ventilation rate (outside air) will be 0.20 cfm per square foot of occupied area. (25 cfm per person with one person per 150 square feet).

The Tenant's engineers will be supplied with information about air supply quantities which the Tenant design shall not exceed.

b) New Equipment Installation - If any new equipment is tied into the base building chilled water system, a testing report (to be charged to the Tenant's account) must be submitted from a testing company approved by the Landlord. The report must guarantee that proper flushing and sampling has been carried out. Note: the chilled water system is **not** in operation 24 hours a day, 365 days per year. Should a Tenant require supplemental cooling continuously, i.e. computer room, an independent system should be installed at the Tenant's sole expense, subject to the written approval of the Landlord.

Plumbing & Drainage

Plumbing into the main domestic cold water supply and connections to the sanitary drain and vent risers are provided at the core to allow for the addition of a limited number of facilities in the leased premises, subject to the Landlord's approval. Tenants requiring hot water must provide their own hot water tanks.

Fire Protection

On each floor a light hazard sprinkler system is provided. In addition, fire hose, cabinets, portable fire extinguishers, smoke detectors and annunciation speakers are base building standard.

ELECTRICAL SYSTEMS

Lighting

Office lighting is provided by means of two-recessed fluorescent fixtures (100 watts/50 sq. ft.). Lighting power is provided at 347 volts. The introduction of incandescent lighting (pot lights, spot lights, etc.) adds greatly to both electrical and air conditioning loading. Metering may be required at the Landlord's discretion.

Power and Telephone

Power for duplex outlets at 120/208 volts is available on each floor. Supply, installation and connection of outlets are the responsibility of the Tenant.

The telephone and electrical rooms, which are provided on each floor, are intended only for base communications and electrical services and are not accessible to the Tenant. Any space of this nature which the Tenant requires for its own equipment or use must be provided within the leased premises.

Arrangements for telephone and communication services shall be carried out by the Tenant directly with the system supplier. Under no condition shall these rooms be used for the storage of materials.

Emergency Power

Building essential services are connected to an emergency power generator system. Each floor has a minimum coverage of emergency lighting. The Tenant must connect to this system and may install additional emergency lighting, with prior approval from the Landlord.

STRUCTURAL SYSTEMS

A general description of the structure is provided to the Tenants by means of copies of selected work drawings. Such additional drawings or information as the Tenant may reasonably require may be obtained from the Landlord. Office floors have been designed to handle 60 pounds per square foot active live load, plus 21 pounds per square foot partition allowance, for a total of 81 pounds per square foot. Unusually heavy loading situations, such as central filing areas, storage areas, vaults, safes, etc., must be specifically indicated, and details of projected floor loading supplied as part of the working drawings the Tenant submits to the Landlord. Plans for such unusual situations are subject to the Landlord's prior approval.

STANDARDS

Door Hardware

All door locks installed by the Tenant, on both entrance and interior doors, must be keyed to the building master keying system. The system allows complete freedom to the Tenant with respect to locking arrangements for its offices, while providing access to each office at all times for both normal cleaning and emergency situations.

The Landlord's locksmith maintains the master keying system and the records on key coding and distribution are kept by the Property Management Office. Outside locksmiths or lock manufacturers are not permitted to change the keying of any locks. The Landlord's locksmith must be engaged for the final keying, at the Tenant's expense.

The Property Management Office must be notified before the installation of any card-access system. Any Tenant door equipped with a card reader must have a building master key override.

It is advisable that the Tenant contact the Property Management Office before purchasing a hardware system to ensure that it is compatible with the base building system.

Venetian Blinds

All windows are provided with horizontal Venetian blinds which may not be removed. With the Landlord's approval, Tenants may add drapes, provided these are of a type and material that will not interfere with the operation of the perimeter radiation units.

Signage

Tenant identification signs in the ground floor lobby directory, elevator lobbies and adjacent to Tenant entrance doors must be in accordance with the Landlord's design criteria for such items as to style, location and size. The cost of the signs will be charged to the Tenant's account.

Card Access System

The Property Management Office will provide the Tenant with building/elevator access cards for after hours and weekend access, at the then posted charge.

PART C. TYPICAL STANDARD DETAILS

As per Ontario Building Standards

PART D. APPROVED CONTRACTORS

| TRADE | CONTRACTOR | | |
|---------------------|-----------------------------|--|--|
| Air Balancing | Capital Air Balance | | |
| Architect | IBI Group Architects | | |
| Controls | Base Controls | | |
| Construction | | | |
| | Premiere Construction | | |
| | City Gate Corporation | | |
| Electrical | Imperial Electric | | |
| | Betron Electric | | |
| Locks | Able Lock | | |
| | Mike's Lock | | |
| Security System | Jarrett ESP Services | | |
| Mechanical HVAC | Johnson Controls | | |
| | Oakes Mechanical | | |
| Sheet Metal Work | Mastron Sheet Metal | | |
| | AirTec Sheet Metal | | |
| Mechanical Engineer | R.J. McKee Engineering | | |
| | Fox Engineering | | |
| Plumbing | W&W Plumbing | | |
| Sprinkler | Viking | | |
| Fire Panel | Simplex | | |
| Structural Engineer | Adjeleian Allen Rubeli Ltd. | | |

PART E. DESIGN LOADS FOR TYPICAL FLOOR

See Structural Systems.