



resigned

TELECOMMUNICATIONS LICENSE AGREEMENT

PART A - BASIC INFORMATION

June 25, 1999
 Licensee: Telus Mobility Cellular Inc.
3605892 Canada Ltd.
 Trade Name: BCT Telus
 Licensee Address: TELUS Real Estate Services North and Telus Mobility Cellular Inc
NTSC 3605892 Canada Ltd.
12040 - 107 Street 10th Floor, Ernst & Young Tower
Edmonton, Alberta T5G 2S7 222 Bay Street
Toronto, Ontario
 Contact Person: Real Estate Specialist
 Licensee Tel.No.: (780) 441-2432 Licensee Fax No.: (780) 441-7205
 Licensee's GST Registration Number: 896002128
 Licensor: Toronto Dominion Centre Leaseholds Limited
 Licensor's Agent and Manager: **THE CADILLAC FAIRVIEW CORPORATION LIMITED**
 Licensor's Telephone No. at Project: 416-869-1144
 Project: See Schedule "B" attached

"Site" means the aggregate of (unless otherwise Stated herein):

- a) Remote Switch Space: Approximately 2,000 square feet of Rentable Area, P1 Level (Royal Trust Tower) as shown crosshatched in intersecting lines on Schedule "A" attached hereto;
- b) POP Room Space comprising the aggregate of:
 - (i) approximately 100 square feet of Rentable Area on P1 Level of Aetna Tower;
 - (ii) ~~approximately 100 square feet of Rentable Area on P1 Level of Aetna Tower;~~
 - (iii) approximately 100 square feet of Rentable Area on P1 Level of Ernst & Young Tower; and
 - (iv) approximately 100 square feet of Rentable Area on P1 Level of Toronto-Dominion Bank Tower

Each POP Room Space shall measure approximately 10'-0" by 10'-0". The exact size and location of each POP Room Space shall be agreed upon by the Licensor and Licensee, each acting reasonably and in good faith and failing mutual agreement, this Telecommunications License Agreement shall be null and void.

As soon as reasonably possible after the Commencement Date, the Licensor shall arrange to have its architect measure the area of the Remote Switch Space and calculate the Rentable Area of the Remote Switch Space in accordance with BOMA standards ANSI Z65.1-1980. The architect's certificate as to the Rentable Area of the Remote Switch Space shall be final and conclusive.

10 years commencing on the Commencement Date

Commencement Date: July 1, 1999 Expiry Date: June 30, 2009

- Basic Fee: (a) \$30.25 per square foot of Rentable Area per annum with respect to the Remote Switch Space for the period from and including July 1, 2001 to and including June 30, 2004;
- (b) \$32.50 per square foot of Rentable Area per annum with respect to the Remote Switch Space for the period from and including July 1, 2004 to and including June 30, 2009; and



- (c) No Basic Fee is payable with respect to any of the POP Room Spaces.

G.S.T.: Licensee shall pay to Licensor the applicable Goods and Services Tax levied upon Licensee in respect of the payment of the Fee to Licensor. Currently such tax is 7% of the total Fee payable by Licensee. Licensee shall calculate the applicable tax and shall remit it along with and in addition to each Fee payment. Licensor has provided its GST Registration Number to enable Licensee to claim any applicable input tax credit.

Additional Fee: (a) With respect to the Remote Switch Space:

- (i) the Licensee shall not be required to pay additional fees other than utilities for the period from and including July 1, 1999 to and including June 30, 2001; and

- (ii) for the period from and including ^{July} ~~June~~ 1, 2001 to and including June 30, 2009, the Licensee shall pay to the Licensor the cost of utilities as set out in Section 2(b) plus the amount equal to 50% of the realty taxes charged for above-ground office space in the Royal Trust Tower, on a per square foot basis.

- (b) With respect to the POP Room Space, the Licensee shall not be required to pay additional fees other than utilities;

- (c) In no event shall the Licensee be required to pay, with respect to the Remote Switch Space or the POP Room Space, the Licensor's income taxes or the Tenant's share of any increase in capital tax (or other similar taxes imposed in addition to or in lieu of capital taxes) over such capital taxes payable by the Landlord as of May 1, 1999.

Use: The Site shall be used only for the purpose of operating a telecommunications business including operation of a secure telecommunications central office, telecommunications switch, computer data centre, and computer farm for the carrying on of the Licensee's activities related to the business of providing telecommunications services and managing high speed data communications services, or such other purposes the Licensor may authorize in writing.

Licensee's Work : Subject to Special Provision (c) below, prior to the Commencement Date (the "Fixturing Period") the Licensee shall complete all work, install all equipment, and prepare the Site in a good and workmanlike manner. All work and materials required to do so shall be paid for by Licensee and shall conform strictly with all applicable codes and laws and Licensee's plans which shall have received prior approval by Licensor (acting reasonably) in accordance with the design criteria for each Project. Licensee has inspected the Site and accepted it in its present condition. During the Fixturing Period, the Licensee shall have access to each Project and the Site, freight elevators of each building of the Project, twenty-four (24) hours a day, seven (7) days a week. All terms and conditions of this Agreement shall apply to the Fixturing Period, except that no Basic Fee or Additional Fee shall be payable.

Special Provisions:

- (a) Access

The Licensee shall have access to the Site 7 days a week, 24 hours a day during the Term and any renewals or extensions thereof, subject to emergencies, deemed emergencies and Licensor's reasonable security requirements.

- (b) Licensor's Work

The Licensor shall, at its cost, complete the following work (the "Licensor's Work"):

- (i) demise each of the areas forming the Site; and
- (ii) provide heating, ventilating and air conditioning and general mechanical, electrical and plumbing that currently exist within and serve the Site, in good condition.

The Licensor shall complete the Licensor's Work diligently, expeditiously and in a good and workmanlike manner and all such work shall be performed in accordance with good construction practices by competent contractors and in compliance with all current, relevant and applicable municipal and provincial codes, laws, by-laws, and regulations.



(c) **Licensee's Work**

The Licensee shall, during the Fixturing Period, the Term and any renewals or extensions thereof, have the right to decorate, improve and renovate the interior of the Site and to make all other alterations and improvements (in addition to the Licensor's Work, if any, as herein provided) which it deems necessary in order to make the same suitable for its use, at its cost, including without limitation, installation or alteration of any required heating, ventilation and air conditioning systems (in addition to the existing systems in the Site), installation or alteration of any required plumbing and electrical systems and fixtures, installation or alteration of interior walls, doors and frames and installation of all floor and wall coverings and the reinforcement of the slab if required, (the "Licensee's Work") provided, however, all such work shall have the prior written approval of the Licensor (which approval not to be unreasonably withheld) and shall be performed: (i) in accordance with good construction practices; (ii) by competent contractors; and (iii) in compliance with all relevant and applicable municipal and provincial codes, laws, by-laws, and regulations. Subject to the foregoing, the Licensee shall have the right to relocate Project systems at the Site and pipes within the Site as reasonably required for the installation of Licensee's Work. The Licensee shall be responsible, at its cost, for obtaining all municipal and other permits required for the Licensee's Work and that relate to the Licensee's occupancy of the Site. The Licensee shall obtain the Licensor's approval of all contractors performing work on the base building systems and life safety systems prior to commencing such Licensee's Work. The Licensee, within ten (10) banking days after receipt of written notice from the Licensor of the filing of any construction lien against the Project by reason of or arising out of any labour or material furnished to the Licensee or to anyone claiming through the Licensee, shall cause the same to be discharged by bonding, deposit, payment into court, payment, court order or otherwise. The Licensee shall defend all suits to enforce such liens and orders, at the Licensee's sole expense. All work shall be done by the Licensee in accordance with the approved plans and specifications and any variances from those plans and specifications shall require the prior approval of the Licensor. Where the Licensor's approval is required, such approval shall not be unreasonably or arbitrarily withheld or delayed. The Licensor shall have the right to inspect the Site during the construction of any renovations or alterations.

Subject to the foregoing, the Licensee shall have the right to install its fixtures, furnishings and equipment necessary for its operations and shall have the right to remove same at the end of the Term or any renewals or extensions thereof, provided that any damage to the Site caused by such removal is immediately repaired by the Licensee.

(d) **Access to and Use of Conduits and Risers**

Subject to the Licensor's reasonable security measures and requirements, the Licensee shall be entitled to access to and use of existing risers, telephone rooms, electrical rooms and equipment rooms (the "Pathways") located in the Project for the Term and any renewal or extension thereof for the purpose of installing, operating, maintaining and repairing any and all equipment, transmission lines, cables, fibres, wires, telephone and telecommunications lines as may be necessary to gain access from any part of the Site to:

- (i) The Remote Switch Space;
- (ii) Each POP Room Space;
- (iii) The Licensee's other premises on the 10th floor of the Ernst & Young Tower (at 222 Bay Street);
- (iv) The Licensee's diesel generator (both the temporary diesel generator which is to be installed until the permanent diesel generator is installed and, thereafter, the permanent diesel generator);
- (v) Any premises of telecommunications customers of the Licensee located in the Project for the purpose of providing telecommunications services to such customers.

The Licensee shall be entitled to install, at the Licensee's sole cost, new conduits in locations acceptable to the Licensor, acting reasonably, for the purpose of gaining access from the Site to those locations set out in subparagraphs (i) through (v) above. The Licensee shall request the prior approval of the Licensor to any proposed use of the Pathways, such consent not to be unreasonably withheld, and the Licensee shall be responsible for all costs (including the costs of repairing any damage to the Project of such installation, operation, maintenance and repair).

(e) **Telecommunications and Pathways License**

The Licensor shall grant to the Licensee at no additional cost, a license in locations to be agreed upon by the Licensor and the Licensee, both acting reasonably, (the "Licenses") for the purpose of constructing, installing, operating and maintaining Telecommunications Facilities (as hereinafter defined) for the purpose of gaining access from the property line of the lands to the Project and the Site itself. For purposes of this Agreement, the term "Telecommunications Facilities" means transmission lines, conduits, fibers, and wires including, without limitation, telephone and telecommunications lines or any one or more of them, together with all other



telecommunication and electrical facilities. The Licensor acknowledges that the Licensee requests at least one such License in one of the buildings owned by the Licensor on King Street West and at least one such License in one of the buildings owned by the Licensor on Wellington Street West. The License will be in locations acceptable to the Licensee and Licensor, both acting reasonably.

The Licensor shall grant to the Licensee access to and use of such existing risers for the Telecommunications Facilities as may be agreed to by the Licensor and Licensee, both acting reasonably.

The Licensee shall be responsible for all costs associated with construction or installation and maintenance of the Telecommunications Facilities. The Licensee shall be responsible for repairing any damage to the Project caused by such construction and installation.

(f) Payment for Use of Pathways

The Licensee shall not be denied riser access nor will it be charged an access fee for the purpose of wiring its own office premises in the Ernst & Young Tower (located at 222 Bay Street) (the "Office Space").

The Licensee shall be allowed to install wiring and conduit to connect the Remote Switch Space to the POP Room Space and the Office Space. There will be no other fee or charge for this access and connection. All work must be approved by the Licensor in writing and such approval shall not be unreasonably denied or delayed.

The Licensee shall have access to and use of the Pathways in the Project during the Term of the lease for the Office Space (the "Lease"). The Licensor shall not charge the Licensee any fee, rent or other charge for access to and use of the Pathways during the initial Term of this License Agreement.

(g) Option to Extend Term of License Agreement

Provided the Licensee is not in breach of the Lease (if the Lease is still in existence) or this Agreement, the Licensee shall have the option to renew the Licenses for the Pathways for an additional term of five (5) years (the "First Option") and on the same terms and conditions, save only that the Licensor and Licensee shall agree on the fair market rent to be paid for the First Option. The rent during the First Option will be the fair market rent for access to pathways for comparable buildings as agreed between the parties and failing such agreement, as determined by arbitration pursuant to the *Arbitrations Act*, Ontario. To exercise the First Option, the Licensee shall give written notice to the Licensor no later than six (6) months prior to the expiry of the initial term of this License Agreement. In addition, provided the Licensee has exercised the First Option and is not in breach of the Lease (if the Lease is still in existence) or this Agreement, the Licensee shall have one (1) additional option to renew the Licenses for the Pathways for an additional term of five (5) years (the "Second Option") and on the same terms and conditions, save only for the rent. The rent for the Second Option will be the fair market rent for access to pathways for comparable buildings as agreed between the parties, and failing such agreement, as determined by arbitration pursuant to the *Arbitrations Act*, Ontario. To exercise the Second Option, the Licensee shall give written notice to the Licensor no later than six (6) months prior to the expiry of the First Option. Provided the Licensee has exercised the First Option and the Second Option and is not in breach of the Lease (if the Lease is still in existence) or this Agreement, the Licensee shall have one (1) additional option to renew the Licenses for the Pathways for an additional term of five (5) years (the "Third Option") on the same terms and conditions, save only for the rent and any further option(s) to renew. The rent during the term of the Third Option will be the fair market rent for access to pathways for comparable buildings as agreed between the parties, and failing such agreement, as determined by arbitration pursuant to the *Arbitrations Act*, Ontario. To exercise the Third Option, the Licensee shall give written notice to the Licensor no later than six (6) months prior to the expiry of the Second Option.

Provided however, that in no event shall the rent payable by the Licensee to the Licensor for the Pathways for either the First Option, the Second Option and the Third Option be in contravention of any terms and conditions established by rule, regulation, order or otherwise by the Canadian Radio-television Telecommunications Commission (if any) at the time of the commencement of the term for the First Option, the Second Option or the Third Option, as the case may be.

The Licensor acknowledges and agrees that it is not a requirement that the Licensee continue to lease office space in the Ernst & Young Tower located at 222 Bay Street, Toronto, Ontario, in order to exercise the First Option, the Second Option or the Third Option.

(h) Option to Lease Roof Top Space

Provided the Licensee is not in breach of this Agreement, the Licensee shall have the option to license space on the roof top of the portion of the Project known as the Toronto-Dominion Bank Tower located at 66 Wellington



Street West (or such other one of the buildings of the Project as may be agreed upon by the Licensor and the Licensee, both acting reasonably) (collectively, the "Wireless Space") for wireless telecommunications antennas and space for equipment. The Wireless Space shall be in a location acceptable to the Licensor and Licensee, both acting reasonably. This option shall be exercised by the Licensee by written notification from the Licensee to the Licensor no later than two (2) years after the Commencement Date. The Wireless Space will be leased on such terms and conditions as may be agreed by the Licensor and Licensee, both acting reasonably. The term for the Wireless Space shall commence on the 1st day of the month three (3) months after the Licensee's written notification to the Licensor and shall terminate on the expiry of the Term of this Agreement or any permitted renewal or extension thereof. The Licensee shall have the right to assign this Telecommunications License Agreement with respect to the Wireless Space to any affiliate of the Licensee provided the Licensee complies with the assignment and transfer provisions contained in this Telecommunications License Agreement. The term "affiliate" in this paragraph (h) shall have the same meaning as in the Ontario Business Corporations Act as at the Commencement Date.

(i) Diesel Generator

Subject to the Licensee obtaining approval from the Ministry of Energy and Environment, and after written request from the Licensee, the Licensor will provide the Licensee with space to install a diesel generator for back up power for the Site located at 77 King Street West. The space will be located in the parking garage of the Project at a location to be mutually agreed upon by the Licensor and Licensee (the "Generator Space"). The Generator Space shall be approximately 300 square feet in size. The Licensor will provide, subject to M.O.E.E. approval and at Licensee's cost, the Licensee with vertical access through the building of the Project for energy feeders and diesel fuel supply through the existing riser room or the stairwell to the Generator Space. The Licensor will also provide the Licensee with a location in the basement for diesel storage including access to the outside for filling in a location acceptable to the Licensee, acting reasonably (the "Storage Space"). The Licensee shall pay to the Licensor basic rent for the Generator Space during the Term (or any extension or renewal thereof) at a rate or amount which shall be mutually agreed upon by both parties, acting reasonably at the time the Licensee delivers its written request to the Licensor pursuant to the first sentence of this paragraph (i). The Licensee will be responsible for the installation costs and maintenance and repair of the diesel generator. The diesel generator shall remain the property of the Licensee. The Licensee must remove the diesel generator from the Project at the end of the Term, or any renewal or extension thereof, return the Generator Space to "base building" condition and repair all damage to the Generator Space or the Project caused by such removal. The installation work will be subject to the Licensor's prior written approval, which approval shall not be unreasonable withheld or delayed.

(j) Electrical Supply

The Licensor will permit the Licensee to install, at the Licensee's cost, a dedicated 600 amp electrical service from the Project's electrical room to the Site.

(k) Cooling

The Licensor will supply chilled water for the Licensee's use for the Site on a 24 hours a day, 7 days a week basis, at the Licensee's sole cost and expense.

(l) Security

The Licensee, at its sole cost, shall be entitled to install a security system restricting access to the Site, subject to the Licensor's prior approval of the plans and specifications. The Licensor agrees that, other than in cases of emergency or deemed emergency, it shall not enter the Site without being accompanied by a representative of the Licensee. The Licensee covenants and agrees to use its best reasonable efforts to cooperate with the Licensor in providing a representative to accompany the Licensor.

(m) First Option to Extend Term

Provided that:

- the Licensee is not then in default of the terms and conditions of this Telecommunications License Agreement and has not been habitually late in the payment of the Basic Fee, Additional Fee and other sums required to be paid pursuant to this Telecommunications License Agreement;
2. the Licensee has given written notice to the Licensor no more than twelve (12) months and no less than six (6) months prior to the expiration of the initial Term of its intention to exercise the within option to extend; and



Telus Mobility Cellular Inc.

3. so long as the Licensee is ~~3605892 Canada Ltd.~~ or an affiliate pursuant to Clause 12 of Part B, or a single purchaser of at least 51% of the Licensee's assets and business, and is itself in possession of and conducting its business in the whole of the Site (as the Site then exists) in accordance with the terms of this Agreement, then:

the Licensor will grant to the Licensee the right to extend the Term of this Agreement for the Site on an "as is" basis for a further period of Five (5) years (the "First Extension of Term") commencing upon the expiration of the initial Term, and such First Extension of Term shall be upon the same terms and conditions as during the Term, save and except: (a) there shall be no further right to extend the Term, except as provided in paragraph (n) below, (b) there will be no inducement or tenant allowance payable to the Licensee, (c) there will be no rent free period, and (d) the Basic Fee shall be negotiated by the Licensor and the Licensee at fair market rates for unimproved space, all economic inducement factors considered, for comparable premises in comparable buildings in the surrounding area at the time of the exercise by the Licensee of the within option to extend (the "First Extension Rent").

If the Licensor and Licensee are unable to agree on the First Extension Fee ninety (90) days prior the expiry of the Term, the matter shall be submitted to binding arbitration, whereupon each party shall at once appoint an arbitrator and such appointees shall appoint a third. The decision of any two of the arbitrators so appointed as to the First Extension Fee shall be final and binding upon the parties hereto, who covenant that their dispute shall be so decided by arbitration alone within sixty (60) days and not by recourse to any court or action of law. In rendering this decision the arbitrators shall have regard to the guidelines for establishing First Extension Fee set out above. The aforesaid arbitration shall be carried out pursuant to the provisions of the Arbitrations Act, R.S.O. 1990, c.A.24, as amended or replaced.

The parties shall enter into an extension agreement in order to give effect to the Extension of Term and the revised fee but the Licensee shall be deemed to have exercised the option to extend on the terms referred to above whether or not such extension agreement is executed.

If the Licensee fails to give the appropriate notice within the time limit set out herein for extending the Term then this option to extend and paragraph (n) below shall be null and void and of no further force or effect. If the Licensee gives such appropriate notice within the time limit set out herein for extending the Term it will forthwith execute the documentation submitted by the Licensor as hereinbefore set out.

(n) Second Option to Extend Term

Provided that:

the Licensee has exercised the First Option to Extend Term under paragraph (m) above;

2. the Licensee is not then in default of the terms and conditions of this Telecommunications License Agreement and has not been habitually late in the payment of the Basic Fee, Additional Fee and other sums required to be paid pursuant to this Telecommunications License Agreement;
3. the Licensee has given written notice to the Licensor no more than twelve (12) months and no less than six (6) months prior to the expiration of the First Extension of Term of its intention to exercise the within option to extend; and
4. so long as the Licensee is ~~3605892 Canada Ltd.~~ or an affiliate pursuant to Clause 12 of Part B, or a single purchaser of at least 51% of the Licensee's assets and business, and is itself in possession of and conducting its business in the whole of the Site (as the Site then exists) in accordance with the terms of this Agreement, then:

Telus Mobility Cellular Inc.

the Licensor will grant to the Licensee the right to extend the Term of this Agreement for the Site on an "as is" basis for a further period of Five (5) years (the "Second Extension of Term") commencing upon the expiration of the First Extension of Term, and such Second Extension of Term shall be upon the same terms and conditions as during the First Extension of Term, save and except: (a) there shall be no further right to extend the Term, (b) there will be no inducement or leasehold improvement allowance, (c) there will be no rent free period, and (d) the Basic Fee will be at fair market rates for unimproved space, all economic factors considered, for similar premises in a similar building in the surrounding area, at the time of the exercise by the Licensee of the within option to extend (the "Second Extension Rent").

If the Licensor and Licensee are unable to agree on the Second Extension Fee ninety (90) days prior the expiry of the First Extension of Term, the matter shall be submitted to binding arbitration, whereupon each party shall at



once appoint an arbitrator and such appointees shall appoint a third. The decision of any two of the arbitrators so appointed as to the Second Extension Fee shall be final and binding upon the parties hereto, who covenant that their dispute shall be so decided by arbitration alone within sixty (60) days and not by recourse to any court or action of law. In rendering this decision the arbitrators shall have regard to the guidelines for establishing Second Extension Fee set out above. The aforesaid arbitration shall be carried out pursuant to the provisions of the Arbitrations Act, R.S.O. 1990, c.A.24, as amended or replaced.

The parties shall enter into an extension agreement in order to give effect to the Extension of Term and the revised fee but the Licensee shall be deemed to have exercised the option to extend on the terms referred to above whether or not such extension agreement is executed.

If the Licensee fails to give the appropriate notice within the time limit set out herein for extending the Term then this option to extend shall be null and void and of no further force or effect. If the Licensee gives such appropriate notice within the time limit set out herein for extending the Term it will forthwith execute the documentation submitted by the Licensors as hereinbefore set out.

(o) Subordination

This Telecommunications License Agreement and all rights of the Licensee shall be subject and subordinate to: (i) any and all mortgages and any ground, operating, overriding or underlying leases existing at the Commencement Date; (ii) any and all future mortgages and any future ground, operating, overriding or underlying leases, provided such future mortgagee or holder of any future ground, operating, overriding or underlying leases shall have entered into a non-disturbance agreement (the "Non-Disturbance Agreement") to permit the Licensee to remain in possession of the Site in accordance with the provisions of this Agreement so long as the Licensee is not in default under the terms of this Agreement. On request, the Licensee shall subordinate this Agreement and its rights under this Agreement to any and all such mortgages and leases and to all advances made under such mortgages. The form of such subordination shall be as reasonably required by the Licensors or any mortgagee or the lessor under any such lease. On written request of the Licensee, the Licensors shall submit the Licensee's form of non-disturbance agreement to any mortgagee for its consideration and the Licensee shall be responsible for all reasonable costs and charges in connection therewith.

(p) Environmental Warranty

The Licensors represent and warrants, to the best of his knowledge and belief, that the real property and the Project comply in all material respects with all applicable federal, provincial, or local environmental, health and safety statutes and regulations, and that neither the real property nor the Project are subject to any judicial or administrative proceedings alleging the violation of any federal, provincial or local environmental or health and safety statutes or regulations.

Neither the Licensors nor the Licensee shall cause or allow any hazardous or toxic waste or substances (collectively, the "Hazardous Materials") to be used, generated, treated, processed, handled, labeled, or stored, on, under or about, or transported to or from the Site or the Project (collectively, the "Hazardous Materials Activities") except in strict compliance with all applicable Environmental laws, as hereinafter defined, and using all necessary and appropriate precautions which a prudent operator would exercise.

Each of the Licensors and the Licensee shall indemnify, defend with counsel, and hold the other harmless from and against any claims, actions, damages, costs and liabilities, prosecutions and administrative or other orders, directives, including any appeals thereof, arising out of any Hazardous Materials Activities conducted by the indemnifying party in the Project.

For purposes hereof, Hazardous Materials shall be defined as hazardous, toxic, dangerous substances or as contaminants or pollutants under the Canadian Environmental Protection Act and the provincial environmental legislation and all other laws and ordinances governing matters relating to the natural environment, the man-made or structural environment or matters affecting human health or safety in effect in the Province of Ontario; and any regulations, orders or directives promulgated pursuant thereto (collectively the "Environmental Laws"), as they may be amended from time to time.

The Licensee shall immediately notify the Licensors both by telephone and in writing and all other regulatory and governmental authorities as required by law, of any spill or unauthorized discharge of Hazardous Materials or of any discharges under the Environmental Laws, and the Licensors, its representatives and employees may enter the Site at any time during the Term to inspect the Licensee's compliance herewith.



The Licensee shall immediately notify the Licensor should the Licensee or its activities be the subject of any regulatory order or directive or be the subject of any investigation by regulatory officials with respect to environmental or health and safety matters.

(q) **Year 2000 Compliance**

The Licensor represents, warrants and covenants that it is using all reasonable efforts to ensure that all building systems, including without limitation, elevators, life safety, heating, ventilation and air conditioning, security (including controlled access to portions of the Project and the Site) access, parking, lighting, telephone and telecommunications and power supply (the "Building Systems") either are now, or shall be by September 30, 1999, or such later date as the Licensor and Licensee may agree upon, Year 2000 Compliant. In this Agreement, the words "Year 2000 Compliant", in relation to any device or system, or any interconnected combination of devices or systems, means that the device or system or combination thereof will continue to operate properly regardless of the progression of dates toward and beyond the year 2000 and to at least the end of the Term and during all subsequent periods under rights of extension and, if relevant to its operation, that the device or system or combination thereof will correctly treat the year 2000 as a leap year.

The Licensor further represents, warrants and covenants that either:

- (a) it has conducted an audit of the Building Systems of the Project by a qualified professional to determine which of them are, or are not, presently Year 2000 Compliant and caused an action plan to be prepared to address all areas of non-compliance, a copy of which has been provided to the Licensee; or
- (b) it is conducting an audit of the Building Systems of the Project by a qualified professional to determine which of them are, or are not, presently Year 2000 Compliant and is preparing an action plan to address all areas of non-compliance, a copy of which shall be provided to the Licensee as soon as it has been completed, but in any event, not later than August 15, 1999, and that the Licensor will be implementing the action plan.

(r) **Real Estate Commissions**

The Licensor agrees to be responsible for payment of all real estate commission fees earned by Colliers Macaulay Nicolls (Ontario) Inc. with respect to this Agreement and undertakes that the Licensee shall not be responsible for payment of any such fees or commissions.

(s) **Quiet Enjoyment**

In consideration of the performance of its obligations under this License Agreement, the Licensor grants a ^{license} ~~lease~~ for the Site to the Licensee for the Term and the Licensee shall have exclusive possession of the Site during the Term, subject to the terms and conditions contained in this License Agreement. The Licensee covenants and agrees to abide by all the terms and conditions in this License Agreement. Provided the Licensee pays the Basic Fee, pays the Additional Fee and fully performs all of its obligations under this License Agreement, the Licensee shall be entitled to the peaceful and quiet enjoyment of the Site for the Term without interruption or interference by the Licensor or any person claiming through the Licensor.

PART B - TERMS AND CONDITIONS

The Licensor hereby grants to the Licensee a license to use certain designated areas, located on the common elements of the Project, the location of which will be determined by mutual agreement of the parties hereto, acting reasonably (the "Site") ~~as shown on Schedule A, for the purposes set out in Part A;~~ for the Term and in return for the Basic Fee and Additional Fee set out in Part A, subject to the terms and conditions set out in this license. The Licensee shall be permitted to install on the Site its equipment ~~listed in Part A;~~ at its sole expense.

2. a) Licensee covenants to pay to Licensor during the Term without deduction, set-off or abatement, the Basic Fee and Additional Fee, in advance, on the first day of each and every year of the Term. The Basic Fee and Additional Fee payable for partial years shall be determined by Licensor on a pro rata basis. The Basic Fee and Additional Fee shall be payable at Licensor's management office at the Project.
- b) In addition to the Basic Fee and Additional Fee, the Licensee will be responsible for the cost of all utilities and climate control consumed on or provided for the Site, based on readings from separate meters installed by the Licensor at the Licensee's expense.
3. Subject to all of the terms and conditions in this Agreement, the Licensor hereby grants to the Licensee the right to install, operate, maintain, repair, remove and replace on the Site, the Licensee's equipment (the "Equipment"), the plans and



specifications of which are ~~set out in Schedule "B" attached hereto, and are~~ subject to the prior written approval of the Licensor, **which approval shall not be unreasonably withheld or delayed.**

Except as otherwise specified in this Agreement, the rights granted to the Licensee herein constitute a license only and shall not under any circumstances whatsoever constitute a right by the Licensee to have or claim exclusive possession of any part of the Project and this Agreement shall not constitute nor be interpreted to be either a partnership agreement, employment agreement, lease or joint venture agreement between the parties.

4. Licensee shall:

- a) conduct all activity in a first class manner consistent with the operation of a first class complex and will be responsible for all aspects of the operation of the Equipment, and will use its best efforts to ensure that its activities in the Project shall not interfere with the normal operation of the Project.
- b) **Subject to the "Special Provisions" hereinabove,** conduct all of its activities in the Project only during the hours and on the days that the Licensor permits from time to time and at no other time, and shall at all times abide by all rules and regulations of the Licensor regarding safety and security matters provided that the Licensee is given written notice thereof.
- c) use its best efforts to ensure that its employees, agents and contractors engaged in the activities permitted herein: (i) abide by all of the terms of this Agreement; (ii) at all times conduct themselves in a first-class manner; and (iii) maintain a professional appearance and demeanour.
- d) without the Licensor's prior consent, **(which consent shall not be unreasonably withheld or delayed),** not solicit business or canvass any persons, nor distribute handbills, flyers or any other promotional or advertising material in any part of the Project. **Notwithstanding the foregoing, the Licensor acknowledges and agrees that the Licensee has entered into this License Agreement for the purpose of providing telecommunications and related services to customers located in the Project.**
- e) not commit or permit waste upon or damage to the Project or any nuisance or other act that disturbs the quiet enjoyment of other tenants or occupants of the Project, including without limitation, use of loudspeakers or other promotional equipment or material.
- f) not do or permit anything to be done in any Project that hinders or interrupts the flow of traffic to, and in and from the Project or obstructs the free movement of persons in, to or from the Project.
- g) not engage in any business conduct which would tend to lower the character of the Project.
- h) not keep, use or store in or upon the Site, any material which may be prohibited by hazardous materials legislation and/or by any fire insurance policy covering the project.
- i) **at the sole discretion of the Licensor,** at the expiration or earlier termination of this license, remove, at its own cost and expense, all Equipment ~~and Cables~~ installed, **restore each Site to base building condition,** and repair any damage caused to the Project thereby.
- j) ensure that no construction or other lien is registered or filed against the Project. ~~and shall be responsible for all Business Taxes in connection with its use of the Site.~~
- k) prior to installation, servicing, removal or any work which the Licensee wishes to perform, obtain the Licensor's prior approval, not to be unreasonably withheld or delayed, as to the timing and methods of the installation, servicing, removal or work, and the Licensee agrees to use such service access facilities as are designated from time to time by the Licensor.
- l) comply with all pertinent laws, regulations and by-laws, including obtaining all municipal or other governmental or non-governmental regulatory approvals, licenses or permits as are needed to enable it to use the Equipment in accordance with this Agreement. Notwithstanding the generality of the foregoing sentence, the Licensee represents and warrants that it is in compliance with, and shall continue to comply with all rules and regulations imposed by the Canadian Radio-television and Telecommunications Commission (the "CRTC").
- m) keep and maintain the Site in a clean and tidy manner, and be solely responsible for repairs thereto. If, as a result of the Licensee's activities within the Project, the Licensor incurs any additional cleaning or maintenance costs or expenses, the Licensee shall be responsible to pay any such additional costs or expenses forthwith upon receipt of an invoice from the Licensor.



In the event that the Equipment, in the sole opinion of the Licensor, acting reasonably, adversely affects or interferes, or will adversely affect or interfere, with any equipment, systems or operations within the Project, or with the operation or rights of any of the tenants within the Project, then the Licensee shall, within ~~ten~~ (10) days after receipt of written notice from the Licensor (or such other date as may be agreed upon by the Licensor and the Licensee, each acting reasonably and in good faith), and at its sole cost and expense, relocate such Equipment to an alternative location within the Project designated by the Licensor. In the event that the Licensee fails to relocate any Equipment as requested by the Licensor within the time specified by the Licensor, then the Licensor shall have the right to remove such Equipment, at the Licensee's expense, and without any liability on the part of the Licensor for any loss, cost, damage or expense arising from or connected with such action by the Licensor, ~~whether or not the Licensor is negligent~~ except to the extent caused by the negligence of the Licensor.

6. The Project shall at all times be under the exclusive control and management of Licensor. Licensor may from time to time alter, expand, diminish, operate, renovate, remerchandise and supervise the Project including the common facilities, and may change the area, location and arrangement thereof and do such other acts with respect thereto as Licensor determines to be advisable. During the business hours for the Project, Licensee shall have a non-exclusive right to use in compliance with Licensor's rules and regulations and in common with all other persons entitled thereto, the part of the common facilities appropriate, intended and designated from time to time by Licensor for such use.
7. Licensee shall take out and maintain the following insurance coverage:
 - a) commercial general liability insurance coverage against personal and bodily injury including death, and property damage, with respect to Licensee's business and Licensee's use and occupancy of the Site, on an occurrence basis and having a limit of not less than \$5,000,000 in respect of any one occurrence; and
 - b) fire insurance coverage (including coverage for the standard extended coverage endorsement perils and coverage against water damage however caused) for the Site, the Equipment, and any other property of the Licensee in or about the Site on a full replacement cost basis.
 - c) All such insurance shall be placed with an insurer acceptable to Licensor, acting reasonably, shall include Licensor as an additional named insured, shall contain cross-liability and severability of interest provisions, as applicable, and shall not be subject to cancellation without at least 10 days prior written notice to Licensor. Prior to the Commencement Date, Licensee shall furnish Licensor with evidence of such insurance.

Notwithstanding anything to the contrary, Licensor and its agents shall not be liable or in any way responsible to Licensee in respect of any loss, injury or damage to persons or property, or for any economic loss suffered by Licensee or others, ~~however caused, including but not limited to~~ except to the extent caused by the negligence of Licensor, its agents or any one else for whom Licensor is responsible, and the Licensee hereby releases the Licensor in respect of any such claims.

9. Licensee shall indemnify Licensor from and against all liabilities, claims, damages or expenses arising out of any act or omission by Licensee or those for whom Licensee is responsible, or arising in any way out of the existence of this License agreement.
10. ~~Licensee shall pay to Licensor upon the execution of this agreement the security deposit specified in Part A to be retained by Licensor as security for the due performance by Licensee of its obligations under this agreement. Upon the expiry of the Term, Licensor will return to Licensee so much of the security deposit as remains unappropriated by Licensor without interest.~~
11. If Licensee is in default in the payment of any money required to be paid by Licensee under this agreement and such default continues for a period of 5 days with respect to monetary defaults and for a period of 10 days with respect to non-monetary defaults, then Licensor may terminate this agreement and re-enter the Site. If Licensee is in default of any other provision under this agreement and such default has not been cured within 10 days after notice of same from Licensor, then Licensor may terminate this agreement and re-enter the Site. Notwithstanding the foregoing, if a non-monetary default cannot be remedied within such 10 day period, the Licensor and Licensee, each acting reasonably and in good faith, shall agree upon a longer period of time as may be reasonably required, taking into consideration the nature of the action to be taken, provided further that the Licensee commences such remedial action within such 10 day period and thereafter diligently proceeds with and completes the curing of such default.
12. This Agreement may not be assigned or transferred by the Licensee without the consent of the Licensor, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, the Licensee shall be entitled, without the Licensor's consent but with prior written notice to the Licensor, to assign or sublet all or part of the Site to an affiliate of the Licensee (within the meaning of the Ontario Business Corporations Act), provided: (i) such affiliate remains an affiliate; (ii) such affiliate shall be bound by all the terms and conditions of this Agreement; (iii) the Licensee remains liable under this Agreement and is not released from the performance of all terms and conditions



of this Agreement; and (iv) any further assignment or subleasing shall require the Licensor's consent, which consent shall not be unreasonably withheld or delayed.

13. If at the expiration of the Term by elapse of time Licensee shall hold over for any reason, this license shall thereafter be from month to month at the same Basic Fee and upon the same terms and conditions as this license, except as to duration of the Term.
14. This license is subject and subordinate to all existing and future mortgages, charges and other encumbrances upon the Project. Licensee shall not register this license or a notice thereof against the title to the Project.
15. Any written notice provided for under this license shall effectively be given to Licensor by delivery to Licensor's management office at the Project and to Licensee by delivery to Licensee's addresses set out in Part A.
16. This license and the Schedules (if any) attached hereto and forming a part hereof contain the whole agreement between the parties with respect to the subject matter of this license. All representations made by either party which are relied upon by the other party are contained herein and each party disclaims reliance on any other representations.
17. Licensee covenants that it has all requisite power and possesses all permits, licenses, consents, approvals and other rights necessary to enable it to enter into this license and carry out its provisions.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

TELUS MOBILITY CELLULAR INC.
~~3605892 CANADA LTD.~~

(Licensee)

Per: 

Per: _____

I/We have authority to bind the corporation.

TORONTO DOMINION CENTRE LEASEHOLDS LIMITED (Licensor)

Per: 

Per: 

I/We have authority to bind the corporation.



For the purposes of this Telecommunications License Agreement, the word "Project" (collectively) means:

- 1) Aetna Tower, located at 79 Wellington Street West, Toronto, Ontario;
- 2) Canadian Pacific Tower (formerly known as the Commercial Union Tower) located at 100 Wellington Street West, Toronto, Ontario;
- 3) Ernst & Young Tower, located at 222 Bay Street, Toronto, Ontario;
- 4) Royal Trust Tower, located at 77 King Street West, Toronto, Ontario; and
- 5) Toronto-Dominion Bank Tower, located at 66 Wellington Street West, Toronto, Ontario.