

## TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") dated this 8<sup>th</sup> day of April, 2013.

BETWEEN:

THE STANDARD LIFE ASSURANCE COMPANY OF CANADA

(the "Licensor")

AND

TELUS COMMUNICATIONS COMPANY

(the "Licensee")

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WHEREAS:

- (a) The Licensor is the owner or landlord of the Building (as defined below); and
- (b) The Licensee wishes to install, operate, maintain, repair, service, modify, improve, replace and remove certain communications equipment in the Building and the Licensor has agreed to grant to the Licensee a license in respect of the foregoing on the terms and conditions set out in this Agreement.

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

### ARTICLE 1 - DEFINITIONS AND INTERPRETATION

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

"**Applicable Laws**" has the meaning ascribed thereto in section 5.3 hereof.

"**Building**" means the building owned by the Licensor, bearing civic address 204 Saint-Sacrement Street, in the City of Montreal, in the Province of Quebec, and located on the Lands.

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

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

"**Commencement Date**" means the date on which the Term commences, which shall be **March 1, 2013**.

"**Communications Equipment**" means the communications equipment of the Licensee and its affiliates, including, without limitation, cabinets, racks, electronic equipment and other similar equipment installed or to be installed by the Licensee during the Term as approved by the Licensor in accordance with the provisions of Article 7 hereof.

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"**Connecting Equipment**" means the cables, conduits, inner ducts and connecting hardware of the Licensee that is connected to the Communications Equipment installed or to be installed by the Licensee during the Term as approved by the Licensor in accordance with the provisions of Article 7 hereof.

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

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

"**Equipment Room**" means the non-segregated floor space in the Building as identified in Schedule A attached hereto.

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

"**License Fee**" means the annual fee specified in section 4.1 of this Agreement.

"**Licensee Equipment**" means, collectively, the Communications Equipment and the Connecting Equipment.

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

"**Recoverable Costs**" has the meaning ascribed thereto in Schedule C attached to this Agreement.

"**Renewal Term**" means the period beginning immediately following the end of the Term for which this Agreement may be renewed as described in section 3.2 of this Agreement.

"**Representative**" means in reference to any person, such person's affiliates (as that term is defined under the *Canada Business Corporations Act*) and its and their directors, officers, employees, agents, advisors, subcontractors, and any representative of the foregoing.

"**Term**" means the Initial Term along with any renewal period in respect of the renewal of this Agreement.

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

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

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

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Schedule A - Equipment Room Plan  
Schedule B - Legal Description of Lands  
Schedule C – Recoverable Costs

## ARTICLE 2 - LICENSE

- 2.1 **License** Subject to the terms and conditions of this Agreement, the Licensor grants to the Licensee a personal non-exclusive license to:
- (a) install, operate, maintain, repair, service, modify, improve, replace and remove the Communications Equipment in the Equipment Room, at the Licensee's sole expense and risk;
  - (b) install, operate, maintain, repair, service, modify, improve, replace and remove the Connecting Equipment in the Building, at the Licensee's sole expense and risk, together with the right to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's customers in the Building, as required by the Licensee from time to time to provide communications services to the Licensee's customers in the Building; and
  - (c) use the Entrance Link and existing Building wiring, only to the extent that the Licensor has the possession of, and authority to allow the use of, the Entrance Link and the existing Building wiring, as required by the Licensee for the purpose of connecting the Licensee Equipment to the Licensee's customers' equipment in the Building.
- 2.2 **Nature of Interest** The right granted to the Licensee under this Agreement is a contractual license only, and shall not constitute a partnership, joint venture or lease between the parties. Nothing in this Agreement provides any estate, right or title in and to any land or buildings, including the Building.
- 2.3 **Non-Exclusivity** The Licensee acknowledges and agrees that the license granted hereunder is not exclusive to the Licensee and that the Licensor has the right to grant similar rights and privileges in respect of the Building or Lands to other parties.

## ARTICLE 3 - TERM

- 3.1 **Term** Notwithstanding the date of its execution, this Agreement shall come into effect on the Commencement Date, and, subject to the provisions of this Agreement, shall remain in effect for the Term.
- 3.2 **Option to Renew** If the Licensee pays the License Fee and observes or performs all its obligations under this Agreement, duly, regularly and promptly throughout the Initial Term, the Licensee shall have one option to renew this Agreement for **One (1) further period of Five (5) years on the same terms as are contained in this Agreement**, except for: (i) the License Fee, (ii) further options to renew, and (iii) any other terms and conditions that the parties agree to modify. To exercise this option, the Licensee shall deliver to the Licensor written notice to that effect no more than six (6) months and no less than four (4) months prior to the expiry of the Initial Term, failing which this option to renew shall become null and void and of no further effect. The License Fee for the Renewal Term will be based upon fair market prices for use of similar space at the time of renewal, except that the License Fee will not be less than the License Fee that the Licensee was obligated to pay during the last year of the Initial Term. The parties may commence discussions to set the License Fee for the Renewal Term no earlier than four (4) months prior to the expiry of the Initial Term. If the Licensor and Licensee are unable to agree on the License Fee for the Renewal Term at least thirty (30) days prior to the expiry of the Initial Term, the present option shall become null and void and of no further effect.

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- 3.3 **Access or Use Beyond Expiration** If the Licensee continues to access or use the Equipment Room or keep or maintain Licensee Equipment in the Building following the expiration or termination of this Agreement and a new agreement has not been executed by the parties, then such access or use by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time, and the Licensor may at its option elect to (i) treat the Licensee as a trespasser, subject to lock-out, or (ii) treat such access or use as a month-to-month license on the same terms and conditions as set out in this Agreement; provided, however, that (a) any License Fee in respect of any such month-to-month license shall be equal to 200% of the last License Fee that was in effect prior to the expiration or termination of the Agreement and shall be fully due and payable on the first day that such month-to-month license commences and (b) the month-to-month license will be subject to termination by either party with one month's written notice.

## ARTICLE 4 - LICENCE FEE AND RECOVERABLE COSTS

- 4.1 **License Fee** The Licensee shall pay to the Licensor an annual License Fee in an amount of **Nine Hundred Dollars (\$900.00) (excluding any applicable taxes)** per annum for each year of the Initial Term, without any set-off or deduction whatsoever. The License Fee shall be paid in advance of the Commencement Date and thereafter annually on each anniversary date of the Commencement Date during the Initial Term or any renewal thereof.
- 4.2 **Adjustments** If the Licensee, with the written approval of the Licensor, installs any Communications Equipment in any part of the Building other than the Equipment Room, then the License Fee shall be adjusted based on the square footage used for such Communications Equipment and the adjusted fees shall be pro-rated on a 365-day calendar year basis.
- 4.3 **Taxes** The Licensee shall pay all applicable sales taxes in respect of the License Fee. All such taxes shall be paid at the same time as the License Fee. The following are the Licensor's registration numbers:
- GST/HST: 119162758  
QST: 1009473536
- 4.4 **Recoverable Costs** The Licensee agrees to pay the Licensor for any Recoverable Costs of the Licensor, plus any applicable taxes, within thirty (30) days of receipt of an itemized invoice, without any set-off or deduction whatsoever.
- 4.5 **Non-Disclosure** The Licensor and the Licensee each agree to refrain from disclosing the terms of this Agreement, including any financial terms, except that either party may disclose the terms of this Agreement if required by law or regulation.

## ARTICLE 5 - USE


- 5.1 **Use** The Licensee shall use the Equipment Room and access other parts of the Building where the Licensee Equipment is located only for the purpose of providing communications services to the Licensee's customers in the Building at its sole cost, expense and risk, and at all times such use shall be restricted to the activities permitted by its licenses and Applicable Laws. The Licensee acknowledges and agrees that:
- (a) this Agreement does not allow the installation or operation by or on behalf of the Licensee of any type of rooftop or wireless communication equipment; and
- (b) the Licensee shall not use any part of the Equipment Room as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network to serve persons outside of the Building.

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- 5.2 **Nuisance** The Licensee and any of its Representatives shall not (i) annoy, disturb or cause nuisance to, or otherwise interfere with the use and enjoyment of the Building or Lands by, the Licensor, the occupiers, tenants, invitees or other licensees of the Building, (ii) interfere with the maintenance or operation of the Lands or the Building (including HVAC and elevator systems), or (iii) contravene any Applicable Laws, including in particular with respect to the use of the Licensee Equipment or any part of the Equipment Room.
- 5.3 **Compliance with Laws** The Licensee shall comply at all times with all laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities applicable to the Licensee and its operations, including, without limitation, the rulings and decisions of the CRTC ("**Applicable Laws**"), in particular when (i) installing, maintaining operating, repairing, servicing, modifying, replacing and removing the Licensee Equipment pursuant to this Agreement, and (ii) exercising its rights or performing its obligations hereunder. Further, the Licensee represents and warrants that it has obtained, or the Licensee agrees that it will obtain, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, servicing, modification, replacement and removal of the Licensee Equipment prior to engaging in or performing any such activities. The Licensee shall immediately cease operating any Licensee Equipment if the operation thereof is not permitted at law or by any relevant public authority, including the CRTC, or is not within the parameters of the Licensee's licenses, permits, or authorizations. The Licensee shall indemnify and save harmless the Licensor from any and all claims, losses, damage or costs arising out of such prohibited or unlicensed operations.
- 5.4 **Emergencies** Notwithstanding any provisions to the contrary, if an emergency occurs that the Licensor determines, acting reasonably, is attributable to the Licensee Equipment or the Licensee's operations pursuant to this Agreement (an "**Emergency**"), the Licensee shall be notified to act diligently and expeditiously to remedy the Emergency to the satisfaction of the Licensor within an adequate response time given the nature of the Emergency, failing which the Licensor may take all measures deemed necessary with respect to the Emergency, including shutting down or preventing the use of the Licensee Equipment and the Licensee shall have no recourse whatsoever against the Licensor as a result of such action.

## ARTICLE 6 - ACCESS AND UTILITIES

- 6.1 **Access** The Licensee and its Representatives authorized by the Licensor shall have access to the Equipment Room and the Licensee Equipment to effect repairs as necessary to maintain services to the Licensee's customers only during normal business hours of the Building or as arranged in advance with the Licensor, except in cases of emergency, in which case the Licensee shall provide the Licensor or its Representatives with reasonable notification. The Licensor acknowledges that the nature of the Licensee's communications services requires such access for servicing purposes and in emergency situations. The Licensee and its authorized Representatives shall have ingress and egress to the Building Risers at such times as specified by the Licensor, acting reasonably, provided that in the event of an emergency, the Licensee shall have the right to enter the Building Risers upon reasonable notification to the Licensor or its Representatives. All entry and access to the Equipment Room, the Licensee Equipment and the Building, including the Building Risers, by the Licensee and its authorized Representatives shall be subject to the Licensor's reasonable security procedures. Without limiting the generality of the foregoing,
- (a) the Licensee must obtain authorization for access at the security desk of the Building. All Representatives of the Licensee will provide picture identification to the Licensor's security personnel satisfactory to the Licensor or security personnel prior to being granted access;
- (b) access to tenant premises requires (i) the presence of the tenant at the premises; or (ii) the tenant's written consent on file with security; and

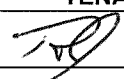
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- (c) Licensee shall pay the Licensor for any out of pocket costs incurred by the Licensor in connection with providing the Licensee with access to secured areas in the Building.
- 6.2 **Utilities** The Licensee may connect the Licensee Equipment to and use the Building's utility systems and services, including telephone, electricity and cabling (the "**Utilities**"), and the Licensee shall be responsible for payment of all consumption of Utilities by the Licensee. The Licensee, at its sole cost and expense, shall have the right to install a telephone in the Equipment Room if required by the Licensee.
- 6.3 **Electrical Power** ~~The Licensee shall have the right to connect the Licensee Equipment to the electric power distribution system within the Building at the sole cost and expense of the Licensee. The Licensee shall pay to the Licensor \$375.00 per annum (excluding any sales taxes) for the use of electricity in the Building. Notwithstanding the foregoing, the Licensor may in its sole discretion require the Licensee to pay, instead of the \$375.00 per annum, for all electricity consumed by the Licensee on a load and usage basis. In such case, the Licensor shall, at the Licensee's sole cost and expense, install an electrical meter connected to the building energy management system to determine the Licensee's electricity consumption. The Licensee acknowledges and agrees that the Licensor has no obligation or responsibility to provide emergency or backup power in respect of the Licensee's operations in the Building.~~

## ARTICLE 7 - INSTALLATION, MAINTENANCE AND REPAIRS

- 7.1 **Approval of Plans** Prior to the commencement of the installation of the Licensee Equipment pursuant to this Agreement, the Licensee shall prepare and submit plans, specifications, and working drawings that are approved by a professional engineer, to the Licensor or its Representatives in respect of such installation, as well as any subsequent changes, for the approval of the Licensor, which approval shall not be unreasonably withheld or delayed. The Licensee shall reimburse the Licensor for the direct costs the Licensor incurs in connection with the Licensor's approval of the Licensee's plans and other similar costs, including without limitation, the fees charged by engineers or other experts retained by the Licensor to assist the Licensor with the review of such plans prior to granting approval, plus an administrative charge of such costs in the amount of **Seven Hundred and Fifty Dollars (\$750.00), plus applicable taxes.**
- 7.2 **Installation** Upon receipt of the Licensor's written approval pursuant to section 7.1 hereof, the Licensee, at its sole cost, expense and risk, shall be entitled to install the Licensee Equipment, which installation (and, as applicable, any maintenance, repair, servicing, modification, improvement, replacement or removal of the Licensee Equipment) shall be performed in a responsible and workmanlike manner and in accordance with all generally recognized commercial practices and industry standards as well as Applicable Laws. Within thirty (30) days after completion of any and all such work, the Licensee shall provide the Licensor with a statutory declaration that all supplies of labour, material and services in respect of the installation have been paid in full. The Licensee shall also provide certified as-built drawings. All drawings and plans and as-built drawings referred to in this Agreement shall also be submitted in CAD format, compatible with the Licensor's software.
- 7.3 **Title** The Licensor acknowledges and agrees that title to, and ownership of, the Licensee Equipment shall remain with the Licensee at all times notwithstanding that the Licensee Equipment may be affixed to a part of the Building.
- 7.4 **Cables** The Licensee shall label each cable placed by the Licensee in the Building Risers and any telecommunications closets through which the Licensee's cable passes with an identification number assigned by the Licensor for the Licensee.
- 7.5 **Maintenance** The Licensee, at its own cost and expense, shall maintain the Equipment Room and the Licensee Equipment in a safe and properly operating condition.

- 7.6 **Damage** If at any time the Licensee or any of its Representatives causes any damage to any part of the Lands, Building (including the Equipment Room), or any other property in or on the Lands or Building, the Licensee will promptly repair, at its sole cost and expense, any and all such damage. If in the Licensor's sole opinion, acting reasonably, the Licensee fails to promptly and diligently carry out such repairs, the Licensor may, in addition to its other rights and remedies it has at law or at equity, perform the Licensee's obligation to repair any such damage and the Licensee will reimburse the Licensor for any and all direct and indirect costs and disbursements required in connection therewith, together with an administrative fee equal to 15% of such costs and disbursements. The Licensor will not be liable to the Licensee for any act or omission in so repairing the damage unless such act or omission constitutes intentional misconduct or gross negligence.
- 7.7 **Liens** The Licensee shall immediately seek the discharge of any lien registered against the Lands or any interest in the Lands by reason of any labour, material or services provided or alleged to have been provided to the Licensee as soon as the Licensee is notified of same, and at the latest have any such lien discharged within five (5) Business Days of receipt of notice. Failure to discharge any such lien in accordance with the foregoing shall entitle the Licensor to terminate this Agreement upon written notice to the Licensee with no liability to the Licensor. Without limitation to or waiver of any rights of the Licensor under this Agreement, including the right to terminate the Agreement, the Licensor may satisfy and discharge any such lien and in such case the Licensee will reimburse the Licensor for the amount paid to satisfy the lien and the costs of so discharging, including reasonable legal fees, plus an administrative fee equal to fifteen percent (15%) of such costs.
- 7.8 **Consolidation** From time to time and more than once, at the Licensor's request, the Licensee shall modify, replace, relocate or consolidate the Communications Equipment and/or the Connecting Equipment, at the Licensee's sole cost and expense, in order to reduce the amount of space occupied by such equipment and related materials in the Building including without limitation within the Building Risers and other spaces outside the Equipment Room.
- 7.9 **Riser Management** The Licensee acknowledges and agrees that the Licensor, acting reasonably, shall have the right to co-ordinate, restrict and approve third parties who wish to access the Building Risers. The Licensee acknowledges that the Licensor may retain a riser management firm or other third party manager to co-ordinate, supervise and approve the work of all telecommunication contractors who shall employ industry standard practices followed by telecommunications services providers in Canada. The Licensor may direct the Licensee to take instructions from such riser management firm or third party manager who shall act on behalf of the Licensor in this regard. In the event the Licensor retains the services of a contractor to pull wire within the Building Risers for the Licensee, then the Licensee shall be responsible for all direct costs for such service plus an administrative charge equal to fifteen percent (15%) of such costs. The Licensee may install, at its sole cost, and in accordance with the provisions of this Agreement, in-building wire for its own use for the provision of telecommunications services in the Building.
- 7.10 **Relocation** If the Equipment Room, other areas containing the Licensee Equipment or any areas adjacent to the foregoing are to be redeveloped, renovated, or redesigned by the Licensor, the Licensor may, upon thirty (30) days' written notice to the Licensee, require the Licensee, at the Licensee's sole cost and expense, to temporarily or permanently relocate the Equipment Room and the Licensee Equipment.
- 7.11 **Interference** If in the Licensor's reasonable opinion the Licensee's (or any of the Licensee's Representatives') activities cause any unreasonable interference or disruption in the operation of the Building or its facilities, or the operations, facilities or equipment of the Licensor, any tenant, occupier, invitee or other licensee of the Building, or the use of the Licensee's Equipment has or would have the effect of disrupting services to persons outside of the Building ("**Interference**"), the Licensee shall, upon written notice from the Licensor, immediately cease and discontinue such activities or cease the use of any Licensee Equipment (except with respect to any testing as approved by the Licensor) to the extent necessary to prevent or cease the Interference, whether or not such activities

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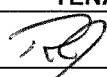
are otherwise permitted under the terms of this Agreement, until the Interference or the cause thereof has been resolved to the satisfaction of the Licensor. The Licensee agrees to commence resolving any Interference within twenty-four (24) hours of receipt of notice from Licensor. The Licensee shall be responsible for all costs associated with any tests deemed necessary by the Licensor, acting reasonably, to resolve any and all Interference. If the Interference is not remedied promptly and to the satisfaction of the Licensor, the Licensor may either:

- (a) require the Licensee to remove the Licensee Equipment or any part thereof causing the Interference;
- (b) relocate the Licensee Equipment to another area in the Building at the Licensee's sole cost and expense; or
- (c) take whatever measures the Licensor may deem necessary, acting reasonably, to resolve or cease the Interference, at the Licensee's sole cost and expense.

## ARTICLE 8 - INSURANCE AND INDEMNIFICATION

8.1 **Insurance** The Licensee, at its own expense, shall take out and maintain in force while this Agreement is in effect, comprehensive general liability insurance in a minimum amount of **Ten Million Dollars (\$10,000,000.00)** per occurrence for bodily injury, including death, or property damage arising out of the Licensee's operations pursuant to this Agreement, which insurance shall contain cross liability and severability of interest clauses. The Licensee shall provide certificates of insurance to the Licensor on or prior to the commencement of the Term of this Agreement. The Licensee shall add the Licensor as an additional insured to such insurance policy. The insurance policy shall contain a waiver of any right of subrogation or recourse by the Licensee's insurer against the Licensor or the Licensor's directors, officers, employees, agents and contractors. The Licensee shall obtain from its insurer an undertaking in favour of the Licensor that the insurance policy shall not be cancelled or allowed to lapse or be materially changed, as against the Licensor, until at least thirty (30) days prior written notice has been given by the insurer to the Licensor to that effect.

8.2 **Indemnification** Except to the extent caused by the gross negligence or willful misconduct of the Licensor, the Licensee agrees to indemnify and hold harmless the Licensor, its directors, officers, employees, agents, contractors and suppliers from and against any claims, losses, damages, actions, proceedings, costs or expenses whatsoever (including reasonable legal fees) resulting from or arising out of (a) the Licensee's performance or non-performance of its obligations under this Agreement, including through any of its Representatives (b) the installation, operation, maintenance, repair or removal of the Licensee Equipment at the Building pursuant to this Agreement, (c) any breach by the Licensee or its Representatives of any Applicable Laws, or (d) any negligent or willful acts or omissions by the Licensee, its Representatives or those for whom it is in law responsible.

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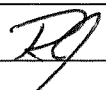


## ARTICLE 9 - TERMINATION

- 9.1 **Termination by Licensee** The Licensee shall have the right to terminate this Agreement upon written notice to the Licensor in the event that the Licensor defaults in the observance or performance of any of the Licensor's obligations under the Agreement, and such default continues for more than thirty (30) days after receipt of written notice from the Licensee regarding such default, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, up to a maximum extension of thirty (30) days, provided that the Licensor promptly commences such cure with reasonable diligence.
- 9.2 **Termination by the Licensor** The Licensor shall have the right to terminate this Agreement upon written notice to the Licensee in the event of the occurrence of any of the following:
- (a) the Licensee defaults in the payment of the License Fee or any other sum due under this Agreement, and such default continues for more than ten (10) days after receipt of written notice from the Licensor regarding such default;
  - (b) the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement (other than obligations to pay monies due) and such default continues for more than thirty (30) days after receipt of written notice from the Licensor regarding such default, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, up to a maximum extension of thirty (30) days, provided that the Licensee promptly commences such cure with reasonable diligence; or
  - (c) the Licensee makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensee is conclusive evidence of insolvency.
- 9.3 **Surrender** Upon the expiration or earlier termination of this Agreement, the Licensee shall remove all Licensee Equipment from the Building and shall be responsible for repairing any damage caused by such removal. If the Licensee fails to remove all Licensee Equipment from the Building, or repair any damage caused by such removal, the Licensor may do so at the Licensee's cost.

## ARTICLE 10 - DAMAGE OR DESTRUCTION OF BUILDING

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

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## ARTICLE 11 - FORCE MAJEURE

11.1 **Force Majeure** Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure is caused, or materially contributed to, by force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purposes of this Agreement, force majeure shall mean any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, or any other legitimate cause beyond the reasonable control of such party which could not have been prevented (or the effects of which could not have been mitigated) by taking reasonable precautions or exercising due diligence; however, lack of funds or financial inability on the part of such party shall not constitute force majeure.

## ARTICLE 12 - NOTICES

12.1 **Notices** Any notice, request, consent or other communication provided, required or permitted under this Agreement (in this section, a "**Notice**") shall be sufficiently given if in writing and personally served, or sent by facsimile or registered mail, and addressed or sent as specified below:

(a) If to the Licensor:

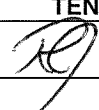
**The Standard Life Assurance Company of Canada**  
2045 Stanley Street, Suite 1200  
Montreal, Quebec H3A 2V4  
Fax: 514-925-7325]  
Attention: Asset Manager

(b) If to the Licensee:

**Telus Communications Company**  
25 York Street 22<sup>nd</sup> Floor  
Toronto, Ontario M5J 2V5  
Fax: 647-837-9501  
Attention: Manager Building access

**Receipt** Where a Notice is delivered personally or by facsimile, it shall be deemed to have been received the same Business Day, or if the day on which the Notice was sent is not a Business Day, the Notice shall be deemed to have been received on the next Business Day. Where a Notice is sent by registered mail, it shall be deemed to have been received three (3) Business Days after the date of mailing. In no event should any Notice be sent by mail during any period of interrupted or threatened interruption of postal service.


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

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## ARTICLE 13 - MISCELLANEOUS


- 13.1 **CRTC Decision** In the event the CRTC issues a ruling or decision which directly applies to the access rights granted herein while this Agreement is in effect, then subject to the Licensor's right of appeal to the courts with respect to such CRTC ruling or decision, this Agreement shall be amended by the parties in such a manner so as to give effect to such ruling or decision, and all appropriate adjustments in respect of any amounts paid under this Agreement shall immediately be made between the parties to ensure that this Agreement is brought into conformity with such ruling or decision, including, without limitation, the termination of this Agreement if necessary.
- 13.2 **Estoppel Certificates** The Licensee will provide to the Licensor from time to time, within ten (10) Business Days of the Licensor's written request in each case, at no cost to the Licensor, a statement duly executed by the Licensee confirming, among other things, that this Agreement is in good standing.
- 13.3 **Entire Agreement** This Agreement represents the full understanding of the parties with respect to the subject matter of this Agreement and cancels, replaces and supersedes as of its effective date all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.
- 13.4 **Waiver** No failure by either to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.
- 13.5 **Assignment, Successors and Assigns** This Agreement shall not be assigned, subcontracted or transferred in any way by the Licensee, in whole or in part, without the prior written consent of the Licensor, which shall not be unreasonably withheld or delayed. This Agreement shall be binding upon, and shall enure to, the benefit of the parties and their respective successors and permitted assigns.
- 13.6 **Survival** The terms of this Agreement, which by their nature are intended to extend beyond the term of this Agreement, shall survive any termination or expiration of this Agreement.
- 13.7 **Time of Essence** In this Agreement, time is of the essence.
- 13.8 **Counterparts** This Agreement may be executed in any number of counterparts each of which shall be deemed an original and together shall constitute one agreement, binding on both Parties even though both Parties do not sign the same counterpart.

[signature page follows]

TENANT


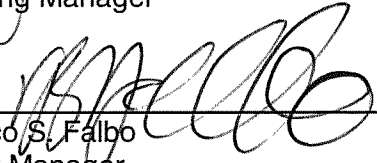
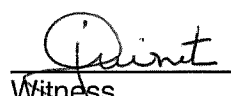
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

**TELUS COMMUNICATIONS COMPANY**

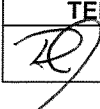
Per:   
~~Robert Beatty~~ *Richard Johnson* Witness  
AVP, Building Access *Manager, Building Access*  
Authorized Signatory

**THE STANDARD LIFE ASSURANCE COMPANY OF CANADA**

Per:    
Jake Vaughan *Witness*  
Leasing Manager

Per:    
Franco S. Falbo *Witness*  
Asset Manager  
Authorized Signatory

[Signature Page - Telecommunications License Agreement]

TENANT


**SCHEDULE A  
EQUIPMENT ROOM PLAN**

TENANT
<i>RG</i>

Laval, le 23 novembre 2012

2448362-T1-D01  
GROUPE DESGAGNÉS INC.

204 RUE DU ST-SACREMENT  
VILLE DE MONTRÉAL  
ARR. VILLE-MARIE

DEMANDE  
GESTIONNAIRE D'IMMEUBLE



**Le 23 novembre 2012**

**Monsieur Jean Lalancette**

**Téléphone : (514) 841-5517**

**Courriel : jean.lalancette@snclavalinom.com**

**Objet : GROUPE DESGAGNÉS INC. / 204 DU ST-SACREMENT,  
MONTRÉAL**

**Projet : 2448362-T1-D01**

---

Monsieur,

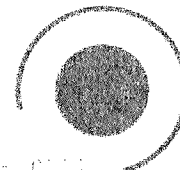
Notre firme, *CommExpert*, a été mandatée par *Telus Québec* afin d'exécuter la conception d'un réseau de fibres optiques pour le projet ci-haut mentionné.

Par la présente, nous vous transmettons les plans de l'extérieur et de l'intérieur de l'édifice du 204 rue du St-Sacrement à Montréal afin d'obtenir votre consentement.

Voici une brève description des travaux que nous avons à faire afin d'installer nos câbles de fibres optiques Telus de 12 et 48 fibres.

À l'extérieur du bâtiment, le câble Telus 48 FO/SM DIEL FT4 sera installé dans le conduit CSEM (Commission des Services Électriques de Montréal) existant (Voir plan 2/7 repère 1 à 2).

A l'intérieur du bâtiment, au niveau du rez-de-chaussée, le câble Telus 48 FO/SM DIEL FT4 sera attaché aux câbles existants à l'intérieur du cabinet par Telus (Voir plan 3/7 repère 1 à 2) et sera attaché aux câbles existants à l'intérieur

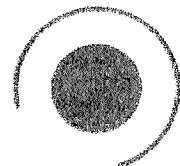


de la colonne (vide technique) par Telus (Voir plan 3/7 repère 2). Le câble Telus 48 FO/SM DIEL FT4 sera installé dans le plafond fermé par Telus (Voir plan 3/7 repère 2 à 3) et sera installé dans le plafond suspendu par Telus (Voir plan 3/7 repère 3 à 5). Le câble Telus 48 FO/SM DIEL FT4 sera attaché aux câbles existants à l'intérieur du vide technique du Riser principal par Telus (Voir plan 3/7 repère 5 à 6) et sera attaché aux câbles existants dans le vide technique du Riser principal du rez-de-chaussée jusqu'à l'armoire téléphonique du 5<sup>e</sup> étage par Telus (Voir plan 3/7 repère 6).

Au niveau du 5<sup>e</sup> étage, le câble Telus 48 FO/SM DIEL FT4 sera attaché aux câbles existants au mur par Telus (Voir plan 4/7 repère 1 à 2) jusqu'au boîtier de voûte mural à construire situé dans l'armoire téléphonique (Voir plan 4/7 repère 2 et plan 5/7). À partir de ce boîtier, le câble Telus 12 FO/SM DIEL FT4 sera attaché aux câbles existants au mur par Telus (Voir plan 4/7 repère 2 à 3).

Au niveau du 6<sup>e</sup> étage, le câble Telus 12 FO/SM DIEL FT4 sera attaché aux câbles existants au mur par Telus (Voir plan 6/7 repère 1) et sera installé dans le plafond fermé par Telus (Voir plan 6/7 repère 1 à 2). Le câble Telus 12 FO/SM DIEL FT4 sera installé au mur de gypse par Telus (Voir plan 6/7 repère 2) jusqu'au boîtier de terminaison à construire situé dans la Salle Télécom (Voir plan 6/7 repère 2 et plan 7/7). Un panneau de contreplaqué sera installé par le Groupe Desgagnés Inc. (Voir plan 7/7) et un mini bâti 4RU sera installé par Telus (Voir plan 7/7). Veillez prendre note que nous n'avons aucun besoin électrique.

Les travaux seront exécutés par Telecon, l'entrepreneur général de Telus Québec, qui aura besoin d'accès aux locaux. Après avoir eu votre autorisation (signature du présent document et plans associés ou lettre approuvant les





travaux ou un courriel), un responsable de Telecon vous contactera pour prendre les arrangements nécessaires afin d'avoir accès au bâtiment. Espérant recevoir une réponse favorable dans les plus brefs délais, afin que nous puissions donner le service à notre client le plus rapidement possible ; n'hésitez surtout pas à communiquer avec M. André Huard au 450-781-0510 poste 136 pour tout renseignement complémentaire. Nous vous remercions à l'avance de votre collaboration et vous prions d'accepter, Monsieur, l'expression de nos sentiments les plus distingués.

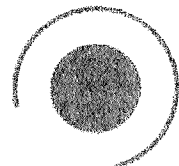


André Huard

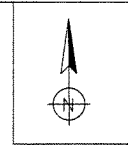
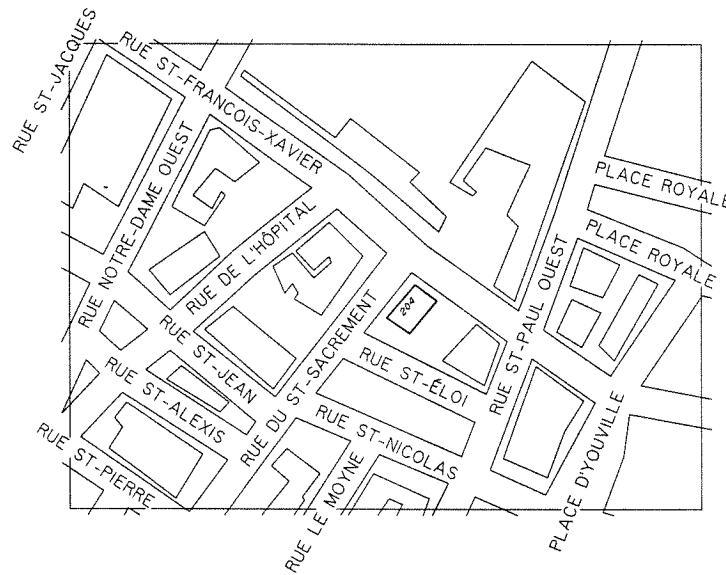
Concepteur - Télécommunications  
Bureau : 450-781-0510 poste 136  
Cellulaire : 514-777-5440

*/mct*

p. j. Plans 1/7 à 7/7 inclusivement désignant l'emplacement des travaux et désignant les travaux à être effectués par le client (Groupe Desgagnés Inc.).



**PLAN DE LOCALISATION**  
**PROJET: 2448362**  
**GROUPE DESGAGNÉS INC.**  
**204 RUE DU ST-SACREMENT**  
**VILLE DE MONTRÉAL**  
**ARRONDISSEMENT VILLE-MARIE**



EXISTANT	ADDITION	
—	—	CABLE TELUS (AERIEN)
- - -	- - -	CABLE TELUS (CONDUIT)
· · · · ·	· · · · ·	CABLE TELUS (ENFOUIS)
—	—	FIL SERVICE
· · · · ·	· · · · ·	TORON
⊙	⊙	LATERALE AU POTEAU
⊙	⊙	POTEAU AUTRE
⊙	⊙	POTEAU 'CIE' SEUL
⊙	⊙	POTEAU 'CIE' CONJOINT
⊙	⊙	POTEAU HYDRO SEUL
⊙	⊙	POTEAU HYDRO CONJOINT
⊙	⊙	ANCRE & HAUBAN CIE
⊙	⊙	ELECTRICITE SEUL
⊙	⊙	ANCRE & HAUBAN CIE
⊙	⊙	ELECTRICITE SEUL
⊙	⊙	POUR TOUT AUTRE SYMBOLE ANCRE & HAUBAN SE REFERER A L'USAGE EN COMMUN
⊙	⊙	BOUCLE
⊙	⊙	BOITIER FUSION
⊙	⊙	BOITIER DE MULTIPLEXAGE 'CNDM'
⊙	⊙	BOITIER CONNEXION LOOP
⊙	⊙	GROSSEUR HAUBAN
⊙	⊙	H: XXm
⊙	⊙	ADRESSE ELECTRIQUE
⊙	⊙	BOITE TIRAGE
⊙	⊙	PIEDESTAL
⊙	⊙	PUITS ACCES
⊙	⊙	REPERE
⊙	⊙	DETAIL
⊙	⊙	REVISION AVEC DATE

**NOTE AUX TRAVAUX**  
 MINI-BÂTI 4RU TELUS (CM 1232245)  
 À ÊTRE COMMANDÉ.

**NOTE AUX TRAVAUX**  
 CONTACT CLIENT:  
 VEUILLEZ AVISER M. JEAN KAKE  
 AU TÉL: (514) 843-8800  
 1 SEMAINE AVANT LE DÉBUT DES TRAVAUX.

CONTACT GESTIONNAIRE DE L'IMMEUBLE:  
 VEUILLEZ AVISER M. JEAN LALANCETTE  
 AU TÉL: (514) 841-5517  
 1 SEMAINE AVANT LE DÉBUT DES TRAVAUX.

APPROBATION DE :

NOM \_\_\_\_\_

TITRE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE / / \_\_\_\_\_

DESCRIPTION DU CÂBLE INTÉRIEUR	
TRONÇON :	T1-D01
NOMBRE DE FIBRE :	48 FO/SM DIEI
TYPE DE CÂBLE :	FT4
LONGUEUR RÉSEAU :	74 m
LONGUEUR DÉBOURSEE :	m
LONGUEUR RÉELLE :	m

DESCRIPTION DU CÂBLE INTÉRIEUR	
TRONÇON :	T1-D01
NOMBRE DE FIBRE :	12 FO/SM DIEI
TYPE DE CÂBLE :	FT4
LONGUEUR RÉSEAU :	38 m
LONGUEUR DÉBOURSEE :	m
LONGUEUR RÉELLE :	m

**TELUS**  
 Québec

**COMMEXPERT**  
 ingénierie en télécommunication

4455, ave. Laval (cotez l'avenue 280)  
 Laval (Qc) H7P 4W5  
 T 450 781-0510  
 F 450 781-0512  
 www.commexpert.ca

**NOTES GÉNÉRALES**

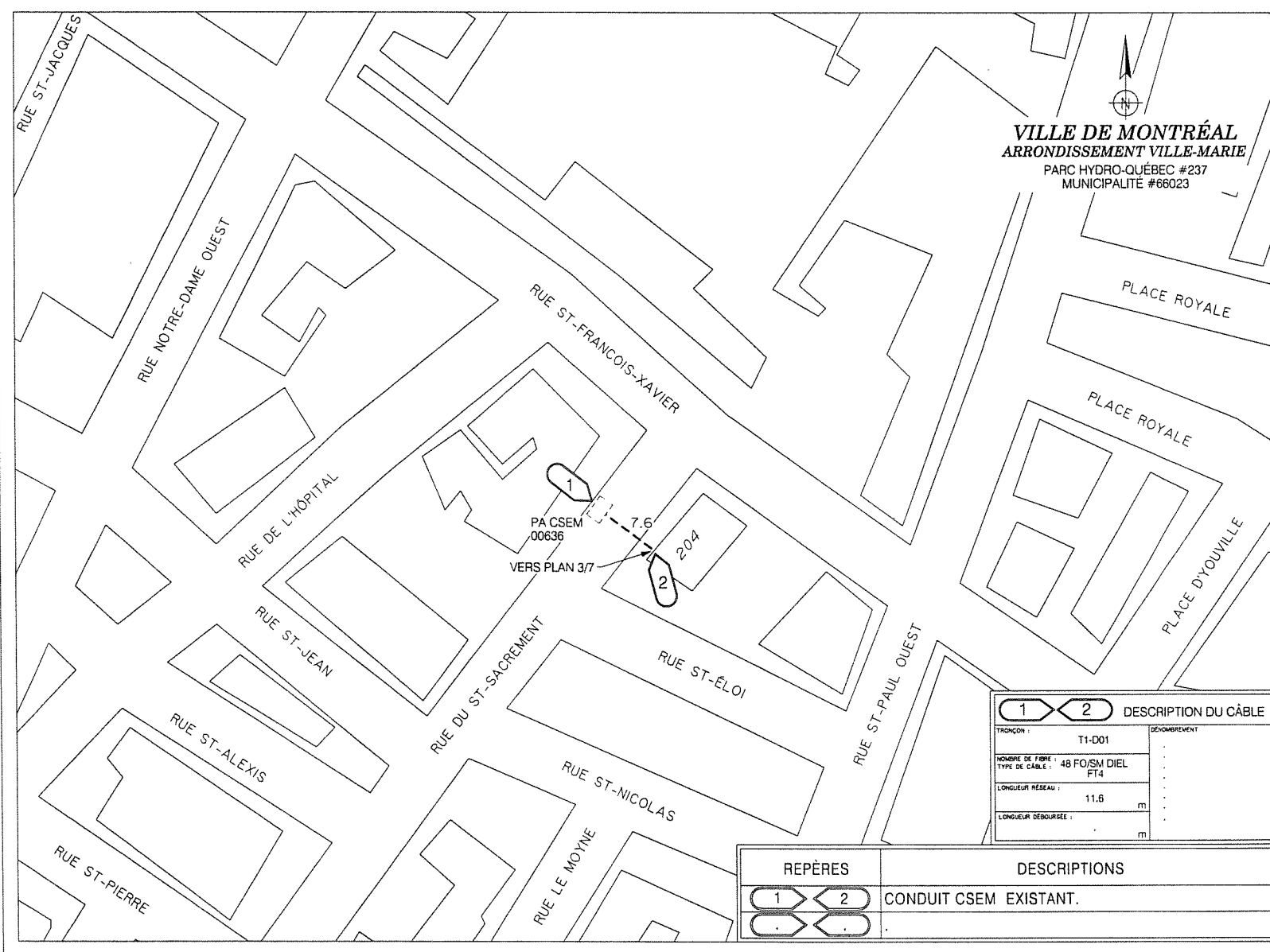
NO.	DESCRIPTION
1	TOUS LES MESURES SONT EN MÈTRES SAUF INDICATIONS CONTRAIRES

**NOTES**

NO.	DATE	DESCRIPTION

NO. DE DESSIN: **2448362-T1-D01**

FORMAT: 11" x 17"    ÉCHELLE:    FEUILLET: 1/7



VILLE DE MONTRÉAL  
ARRONDISSEMENT VILLE-MARIE  
PARC HYDRO-QUÉBEC #237  
MUNICIPALITÉ #66023

EXISTANT	ADDITION	
---	---	CABLE TELUS (AERIEN)
---	---	CABLE TELUS (CONDUIT)
---	---	CABLE TELUS (ENFOUIS)
---	---	FIL SERVICE
-----	-----	TORON
⊗	⊗	LATERALE AU POTEAU
⊙	⊙	POTEAU AUTRE
⊙	⊙	POTEAU "CIE" SEUL
⊙	⊙	POTEAU "CIE" CONJOINT
⊙	⊙	POTEAU HYDRO SEUL
⊙	⊙	POTEAU HYDRO CONJOINT
⊙	⊙	ANCRE & HAUBAN CIE
⊙	⊙	TELEPHONE SEUL
⊙	⊙	ANCRE & HAUBAN CIE
⊙	⊙	ELECTRICITE SEUL
⊙	⊙	POUR TOUT AUTRE SYMBOLE ANCRE &
⊙	⊙	HAUBAN SEUL REPERER AU DOCUMENT ENTENTE
⊙	⊙	D'USAGE EN COMMUN
⊙	⊙	BOUCLE
⊙	⊙	BOITIER FUSION
⊙	⊙	BOITIER DE MULTIPLEXAGE
⊙	⊙	"CDM"
⊙	⊙	BOITIER CONNEXION LOOP
⊙	⊙	GROSSEUR HAUBAN
H: XXm		ADRESSE ELECTRIQUE
⊙	⊙	BOITE TIRAGE
⊙	⊙	PIEDESTAL
⊙	⊙	PUITS ACCES
⊙	⊙	REPERE
⊙	⊙	DETAIL
⊙	⊙	REVISION AVEC DATE

**TELUS**  
Québec

100, rue Wellington  
Parc industriel, 3ème étage  
B-3000, Montréal, QC H3T 1G6  
TÉL. 439-8800  
TÉL. 439-72 80

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ingénierie en télécommunication

4455, av. Laval bureau 280  
Laval (Qc) H7P 4A9  
T 450 781-0510  
F 450 781-0514  
[www.commexpert.ca](http://www.commexpert.ca)

PROJETÉ PAR :	ANDRÉ HUARD
DESSINÉ PAR :	CECILIA GUELLO
APPROUVÉ PAR :	YVON RIENDEAU
DATE :	2012-11-20

TITRE :  
**DEMANDE DE DROIT  
DE PASSAGE**  
  
GROUPE DESGAGNÉS INC.  
204 RUE DU ST-SACREMENT  
MONTREAL

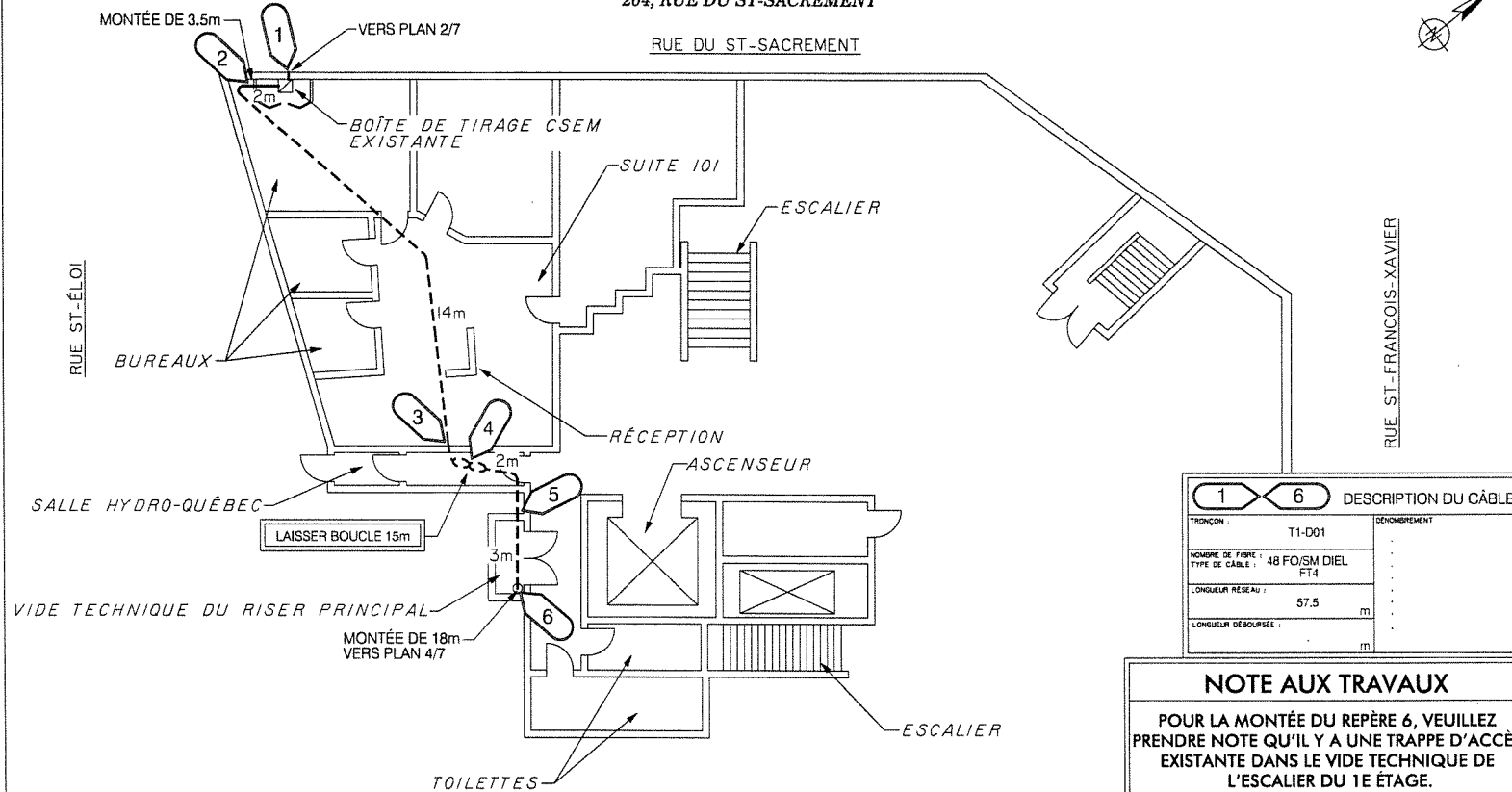
NO DE DESSIN : 2448362-T1-D01

FORMAT : 11" x 17"    ECHELLE :    FEUILLET : 2/7

1	2	DESCRIPTION DU CÂBLE
TRONÇON :		T1-D01
NOMBRE DE FIBRE :		48 FO/SM DIEL
TYPE DE CÂBLE :		FT4
LONGUEUR RÉSEAU :		11.8 m
LONGUEUR DÉBOURSEE :		m

REPÈRES	DESCRIPTIONS
1	CONDUIT CSEM EXISTANT.
2	

**VUE EN PLAN DU REZ-DE-CHAUSSÉE**  
204, RUE DU ST-SACREMENT



1	6	DESCRIPTION DU CÂBLE
TRONÇON :		T1-D01
NOMBRE DE FIBRE :		48 FO/SM DIEL FT4
TYPE DE CÂBLE :		FT4
LONGUEUR RÉSEAU :		57.5 m
LONGUEUR DÉBOURÉE :		m

**NOTE AUX TRAVAUX**

POUR LA MONTÉE DU REPÈRE 6, VEUILLEZ  
PRENDRE NOTE QU'IL Y A UNE TRAPPE D'ACCÈS  
EXISTANTE DANS LE VIDE TECHNIQUE DE  
L'ESCALIER DU 1<sup>E</sup> ÉTAGE.

REPÈRES	DESCRIPTIONS
1 ↔ 2	CÂBLE TELUS 48 FO/SM DIEL FT4 À ÊTRE ATTACHÉ AUX CÂBLES EXISTANTS À L'INTÉRIEUR DU CABINET PAR TELUS.
2 ↔ .	CÂBLE TELUS 48 FO/SM DIEL FT4 À ÊTRE ATTACHÉ AUX CÂBLES EXISTANTS À L'INTÉRIEUR DE LA COLONNE (VIDE TECHNIQUE) PAR TELUS.
2 ↔ 3	CÂBLE TELUS 48 FO/SM DIEL FT4 À ÊTRE INSTALLÉ DANS LE PLAFOND FERMÉ PAR TELUS.
3 ↔ 5	CÂBLE TELUS 48 FO/SM DIEL FT4 À ÊTRE INSTALLÉ DANS LE PLAFOND SUSPENDU PAR TELUS.
5 ↔ 6	CÂBLE TELUS 48 FO/SM DIEL FT4 À ÊTRE ATTACHÉ AUX CÂBLES EXISTANTS À L'INTÉRIEUR DU VIDE TECHNIQUE DU RISER PRINCIPAL PAR TELUS.
6 ↔ .	CÂBLE TELUS 48 FO/SM DIEL FT4 À ÊTRE ATTACHÉ AUX CÂBLES EXISTANTS DANS LE VIDE TECHNIQUE DU RISER PRINCIPAL DU REZ-DE-CHAUSÉE
. ↔ .	JUSQU'À L'ARMOIRE TÉLÉPHONIQUE DU 5 <sup>E</sup> ÉTAGE PAR TELUS.

EXISTANT	ADDITION	CÂBLE TELUS (AERIEN)
---	---	CÂBLE TELUS (CONDUIT)
---	---	CÂBLE TELUS (ENFOUIS)
---	---	FIL SERVICE
-----	-----	TORON
⊗	⊗	LATERALE AU POTEAU
⊙	⊙	POTEAU AUTRE
⊘	⊘	POTEAU "CIE" SEUL
⊗	⊗	POTEAU "CIE" CONJOINT
⊙	⊙	POTEAU HYDRO SEUL
⊘	⊘	POTEAU HYDRO CONJOINT
⊗	⊗	ANCRE & HAUBAN CIE
⊙	⊙	TELÉPHONE SEUL
⊘	⊘	ANCRE & HAUBAN CIE
⊗	⊗	ÉLECTROÏTE SEUL
↑	↑	BOUCLE
↑	↑	BOITIER FUSION
↑	↑	BOITIER DE MULTIPLEXAGE
↑	↑	"CDM"
↑	↑	BOITIER CONNEXION LOOP
↑	↑	GROSSEUR HAUBAN
↑	↑	H: XXm
↑	↑	ADRESSE ELECTRIQUE
↑	↑	BOITE TIRAGE
↑	↑	PIEDESTAL
↑	↑	PUITS ACCES
↑	↑	REPÈRE
↑	↑	DETAIL
↑	↑	REVISION AVEC DATE

**TELUS**  
Québec

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Ingénierie en télécommunication

4455, ave. Laval Ouest bureau 280  
Laval (Qc) H7P 4J96  
T 450 781-0510  
F 450 781-0512  
www.commexpert.ca

PROJETÉ PAR: **ANDRÉ HUARD**

DESIGNÉ PAR: **CECILIA CUELLO**

APPROUVÉ PAR: **YVON RIENDEAU**

DATE: **2012-11-20**

TITRE: **DEMANDE DE DROIT DE PASSAGE**

**GRUPE DESGAGNÉS INC.**  
204 RUE DU ST-SACREMENT  
MONTREAL

NO. DE DESSIN: **2448362-T1-D01**

FORMAT: **11" x 17"**    COULEUR:    FEUILLET: **3/7**

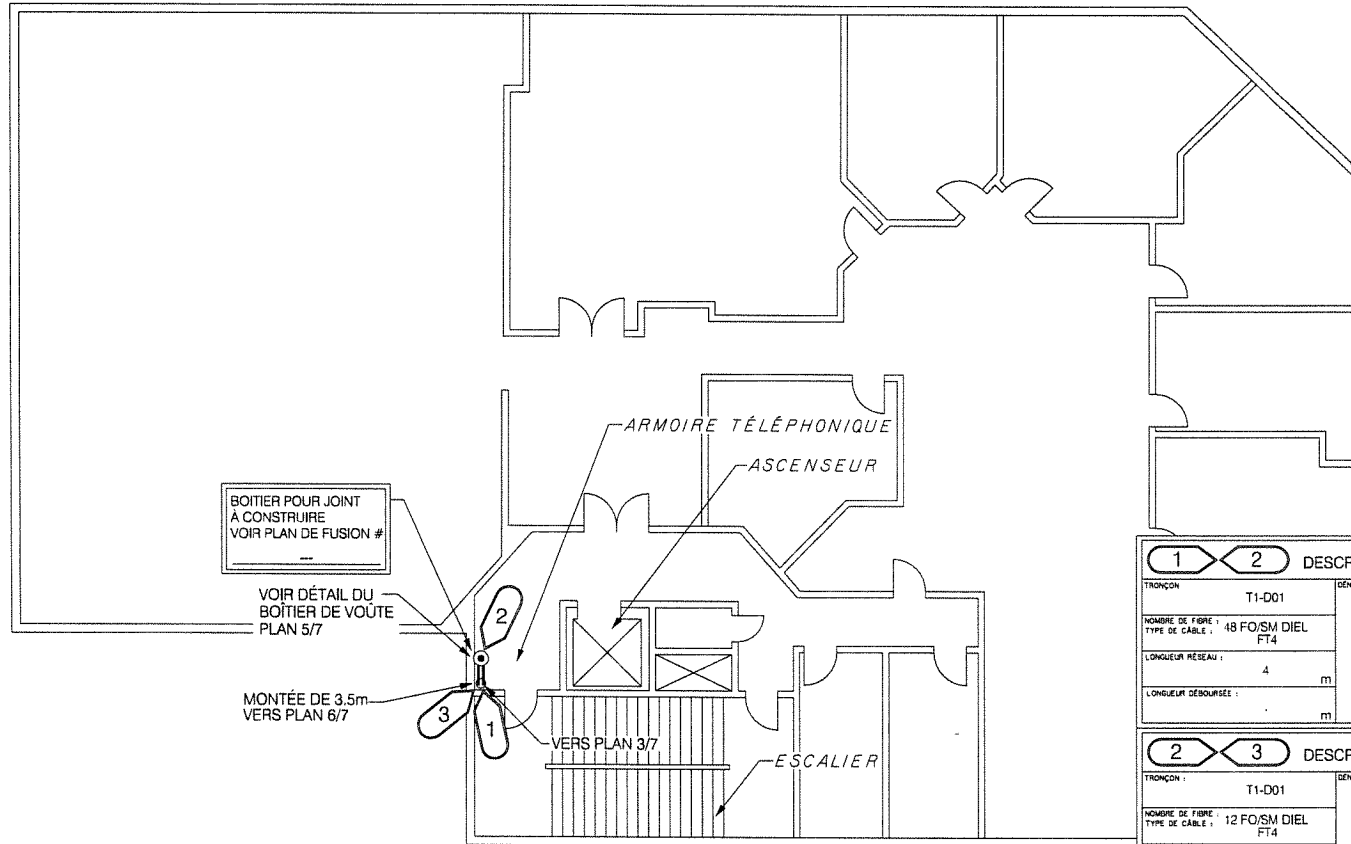
VUE EN PLAN DU 5E ÉTAGE  
204, RUE DU ST-SACREMENT

RUE DU ST-SACREMENT

RUE ST-ÉLOI



RUE ST-FRANCOIS-XAVIER



BOITIER POUR JOINT  
À CONSTRUIRE  
VOIR PLAN DE FUSION #

VOIR DÉTAIL DU  
BOITIER DE VOUTE  
PLAN 5/7

MONTÉE DE 3,5m  
VERS PLAN 6/7

1	2	DESCRIPTION DU CÂBLE
TRONÇON :	T1-D01	GÉNÉRALISEMENT :
NOMBRE DE FIBRE :	48 FO/SM DIEL FT4	.
TYPE DE CÂBLE :	FT4	.
LONGUEUR RÉSEAU :	4 m	.
LONGUEUR DÉBOURSEE :	.	m

2	3	DESCRIPTION DU CÂBLE
TRONÇON :	T1-D01	GÉNÉRALISEMENT :
NOMBRE DE FIBRE :	12 FO/SM DIEL FT4	.
TYPE DE CÂBLE :	FT4	.
LONGUEUR RÉSEAU :	8.5 m	.
LONGUEUR DÉBOURSEE :	.	m

REPÈRES	DESCRIPTIONS
1 < 2	CÂBLE TELUS 48 FO/SM DIEL FT4 À ÊTRE ATTACHÉ AUX CÂBLES EXISTANTS AU MUR PAR TELUS.
2 < 3	CÂBLE TELUS 12 FO/SM DIEL FT4 À ÊTRE ATTACHÉ AUX CÂBLES EXISTANTS AU MUR PAR TELUS.

EXISTANT	ADDITION	
---	---	CÂBLE TELUS (AÉRIEN)
---	---	CÂBLE TELUS (CONDUIT)
---	---	CÂBLE TELUS (ENFOUS)
---	---	FIL SERVICE
-----	-----	TORON
⊗	⊗	LATERALE AU POTEAU
⊙	⊙	POTEAU AUTRE
⊙	⊙	POTEAU 'CIE' SEUL
⊙	⊙	POTEAU 'CIE' CONJOINT
⊙	⊙	POTEAU HYDRO SEUL
⊙	⊙	POTEAU HYDRO CONJOINT
⊕	⊕	ANCRE & HAUBAN CIE
⊕	⊕	TELÉPHONE SEUL
⊕	⊕	ANCRE & HAUBAN CIE
⊕	⊕	ELECTRICITE SEUL
⊕	⊕	POUR TOUT AUTRE SYMBOLE ANCRE & HAUBAN SE REFERER AU DOCUMENT ENTENTE D'USAGE EN COMMUN
⊕	⊕	BOUCLE
⊕	⊕	BOITIER FUSION
⊕	⊕	BOITIER DE MULTIPLEXAGE 'CROM'
⊕	⊕	BOITIER CONNEXION LOOP
⊕	⊕	GROSSEUR HAUBAN
⊕	⊕	H: XXm
⊕	⊕	ADRESSE ELECTRIQUE
⊕	⊕	BOITE TIRAGE
⊕	⊕	PIEDESTAL
⊕	⊕	PUITS ACCES
⊕	⊕	REPÈRE
⊕	⊕	DETAIL
⊕	⊕	REVISION AVEC DATE

**TELUS**  
Québec

100, rue Angoulême  
Montréal, Québec H3C 2V4  
Tél. (514) 383-1000  
Tél. (514) 383-1001

**COMMEXPERT**  
ingénieur en télécommunication

4455, av. Laval, local bureau 203  
Laval (Qc) H7P 4W6  
T 450 781-0510  
F 450 781-0513  
www.commexpert.ca

PROJETÉ PAR :	ANDRÉ HUARD
DESSINÉ PAR :	CECILIA CUELLO
APPROUVÉ PAR :	YVON RIENDEAU
DATE :	2012-11-20

TITRE :

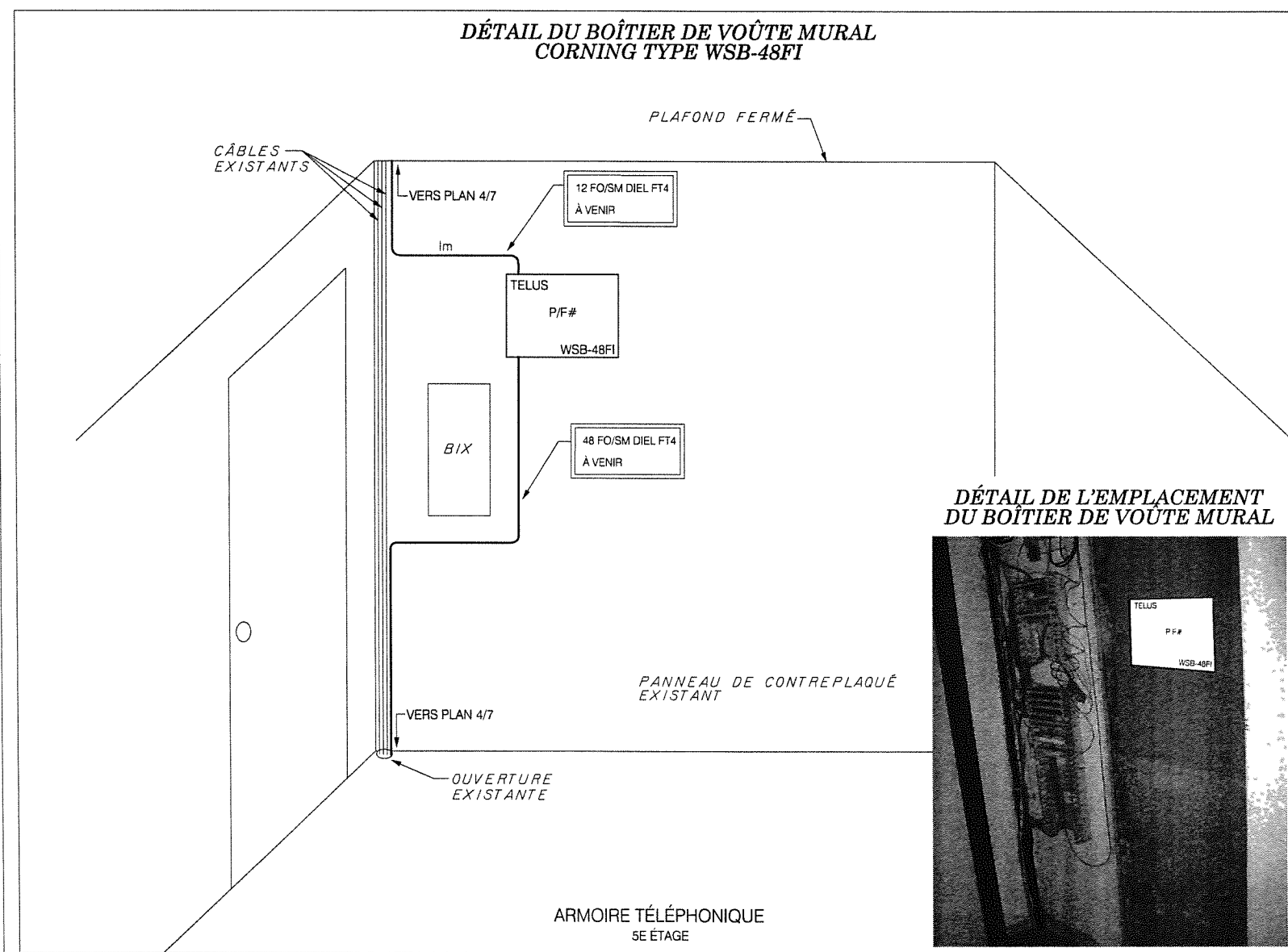
DEMANDE DE DROIT  
DE PASSAGE

GRUPE DESGAGNÉS INC.  
204 RUE DU ST-SACREMENT  
MONTREAL

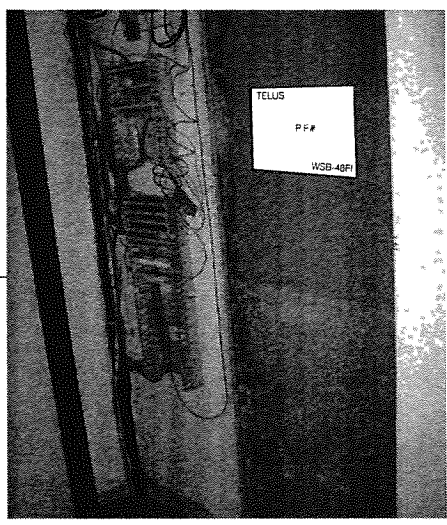
NO. DE DESSIN : 2448362-T1-D01

FORMAT :	11" x 17"	ECHÈLLE :		FOLIOLET :	4/7
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**DÉTAIL DU BOÎTIER DE VOÛTE MURAL  
CORNING TYPE WSB-48FI**



**DÉTAIL DE L'EMPLACEMENT  
DU BOÎTIER DE VOÛTE MURAL**



EXISTANT	ADDITION	
---	---	CABLE TELUS (AERIEN)
---	---	CABLE TELUS (CONDUIT)
---	---	CABLE TELUS (ENFOUIS)
---	---	FIL SERVICE
-----	-----	TORON
⊗	⊗	LATERALE AU POTEAU
⊗	⊗	POTEAU AUTRE
⊗	⊗	POTEAU "CIE" SEUL
⊗	⊗	POTEAU "CIE" CONJOINT
⊗	⊗	POTEAU HYDRO SEUL
⊗	⊗	POTEAU HYDRO CONJOINT
⊗	⊗	ANCRE & HAUBAN CIE TELEPHONE SEUL
⊗	⊗	ANCRE & HAUBAN CIE ELECTRICITE SEUL
⊗	⊗	POUR TOUT AUTRE SYMBOLE ANCRE & HAUBAN SE REFERER AU DOCUMENT ENTENTE D'USAGE EN COMMUN
⊗	⊗	BOUCLE
⊗	⊗	BOITIER FUSION
⊗	⊗	BOITIER DE MULTIPLEXAGE "CNDIP"
⊗	⊗	BOITIER CONNEXION LOOP
⊗	⊗	GROSSEUR HAUBAN
⊗	⊗	ADRESSE ELECTRIQUE
⊗	⊗	BOITE TIRAGE
⊗	⊗	PIEDESTAL
⊗	⊗	PUITS ACCES
⊗	⊗	REPERE
⊗	⊗	DETAIL
⊗	⊗	REVISION AVEC DATE

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EST PERMIS DANS LES  
TELUS ET DANS LES  
TELUS "A" ET "B"

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Laval (Qc) H1P 4J6  
T 450 781-0518  
F 450 781-0518  
[www.commexpert.ca](http://www.commexpert.ca)

PROJETÉ PAR : **ANDRÉ HUARD**  
 DÉSSINÉ PAR : **CECILIA CUELLO**  
 APPROUVÉ PAR : **YVON RIENDEAU**  
 DATE : **2012-11-20**  
 TITRE : **DEMANDE DE DROIT DE PASSAGE**  
**GRUPE DESGAGNÉS INC.**  
 204 RUE DU ST-SACREMENT  
 MONTREAL

NO. DE DESSIN : **2448362-T1-D01**

FORMAT : **11" x 17"**    EDICELLE :    FEUILLET : **5/7**

ARMOIRE TÉLÉPHONIQUE  
5E ÉTAGE

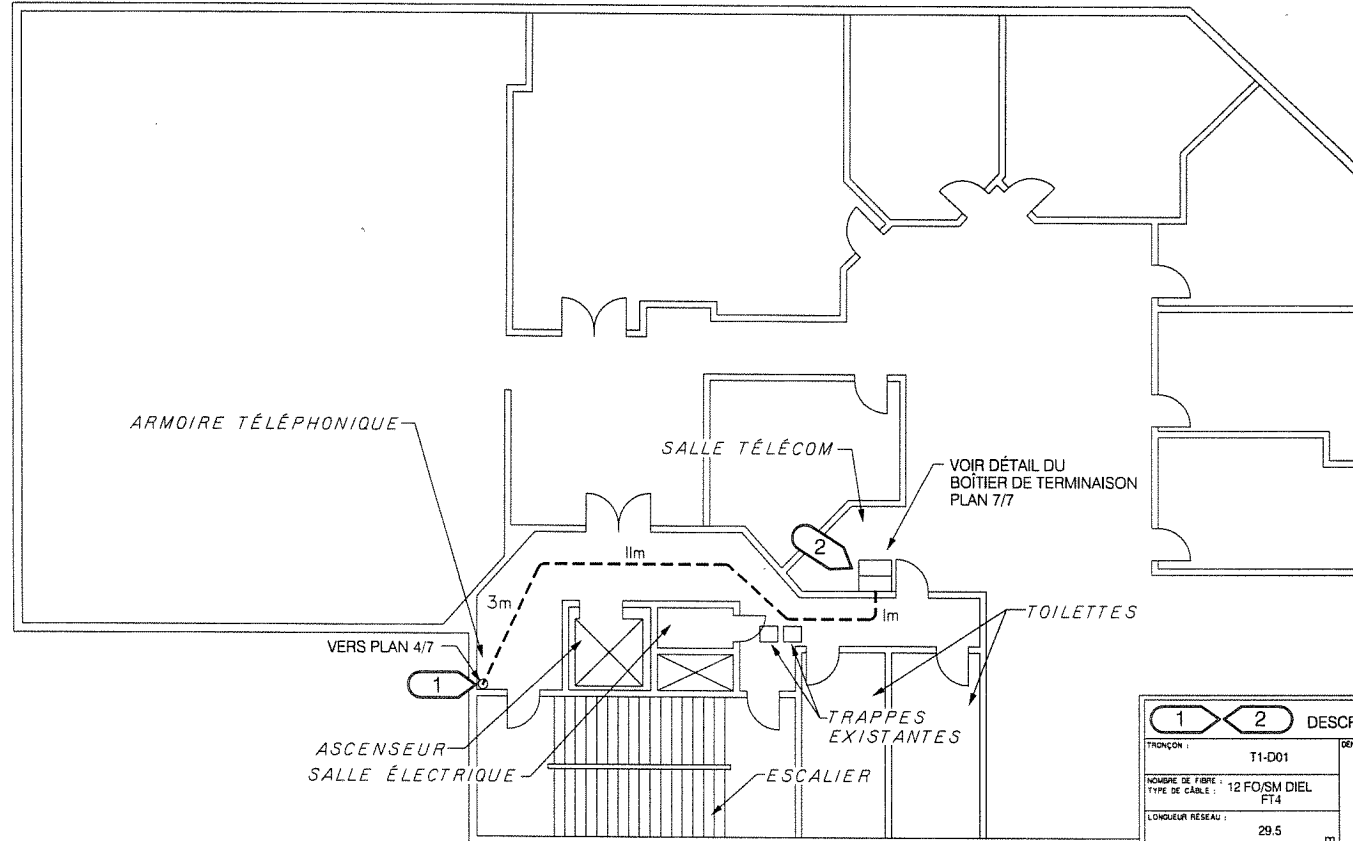
VUE EN PLAN DU 6E ÉTAGE  
204, RUE DU ST-SACREMENT

RUE DU ST-SACREMENT



RUE ST-ÉLOI

RUE ST-FRANÇOIS-XAVIER



EXISTANT	ADDITION	
---	---	CÂBLE TELUS (AÉRIEN)
---	---	CÂBLE TELUS (CONDUIT)
---	---	CÂBLE TELUS (ENFOUS)
---	---	FIL SERVICE
-----	-----	TORON
⊙	⊙	LATERALE AU POTEAU
⊙	⊙	POTEAU AUTRE
⊙	⊙	POTEAU 'CIE' SEUL
⊙	⊙	POTEAU 'CIE' CONJOINT
⊙	⊙	POTEAU HYDRO SEUL
⊙	⊙	POTEAU HYDRO CONJOINT
⊙	⊙	ANCRE À HAUBAN CIE ÉLECTRICITÉ SEUL
⊙	⊙	ANCRE À HAUBAN CIE ÉLECTRICITÉ SEUL
⊙	⊙	POUR TOUT AUTRE SYMBOLE ANCRE À HAUBAN SE RÉFÉRER À LA RÉGLEMENTATION D'USAGE EN COMMUN
⊙	⊙	BOUCLE
⊙	⊙	BOÎTIER FUSION
⊙	⊙	BOÎTIER DE MULTIPLEXAGE 'CNDM'
⊙	⊙	BOÎTIER CONNEXION LOOP
⊙	⊙	GROSSEUR HAUBAN
⊙	⊙	H: XXm
⊙	⊙	ADRESSE ÉLECTRIQUE
⊙	⊙	BOITE TIRAGE
⊙	⊙	PIEDESTAL
⊙	⊙	PUITS ACCES
⊙	⊙	REPERE
⊙	⊙	DETAIL
⊙	⊙	REVISION AVEC DATE

**TELUS**  
Québec

100, rue A-10  
PARC TECHNOLOGIQUE, SUITE 1000  
L'ARCADE, QUÉBEC  
TÉL. 418-381-1100  
TÉL. 418-381-1101

**COMMEXPERT**  
ingénierie en télécommunication

4455, av. Laval Ouest bureau 209  
Laval (Qc) H7P 4W0  
T 450 781-0510  
F 450 781-0518  
[www.commexpert.ca](http://www.commexpert.ca)

PROJETÉ PAR **ANDRÉ HUARD**  
DÉSIGNÉ PAR **CECILIA CUELLO**  
APPROUVÉ PAR **YVON RIENDEAU**  
DATE : **2012-11-20**

TITRE :  
**DEMANDE DE DROIT DE PASSAGE**  
**GRUPE DESAGNÉS INC.**  
**204 RUE DU ST-SACREMENT**  
**MONTREAL**

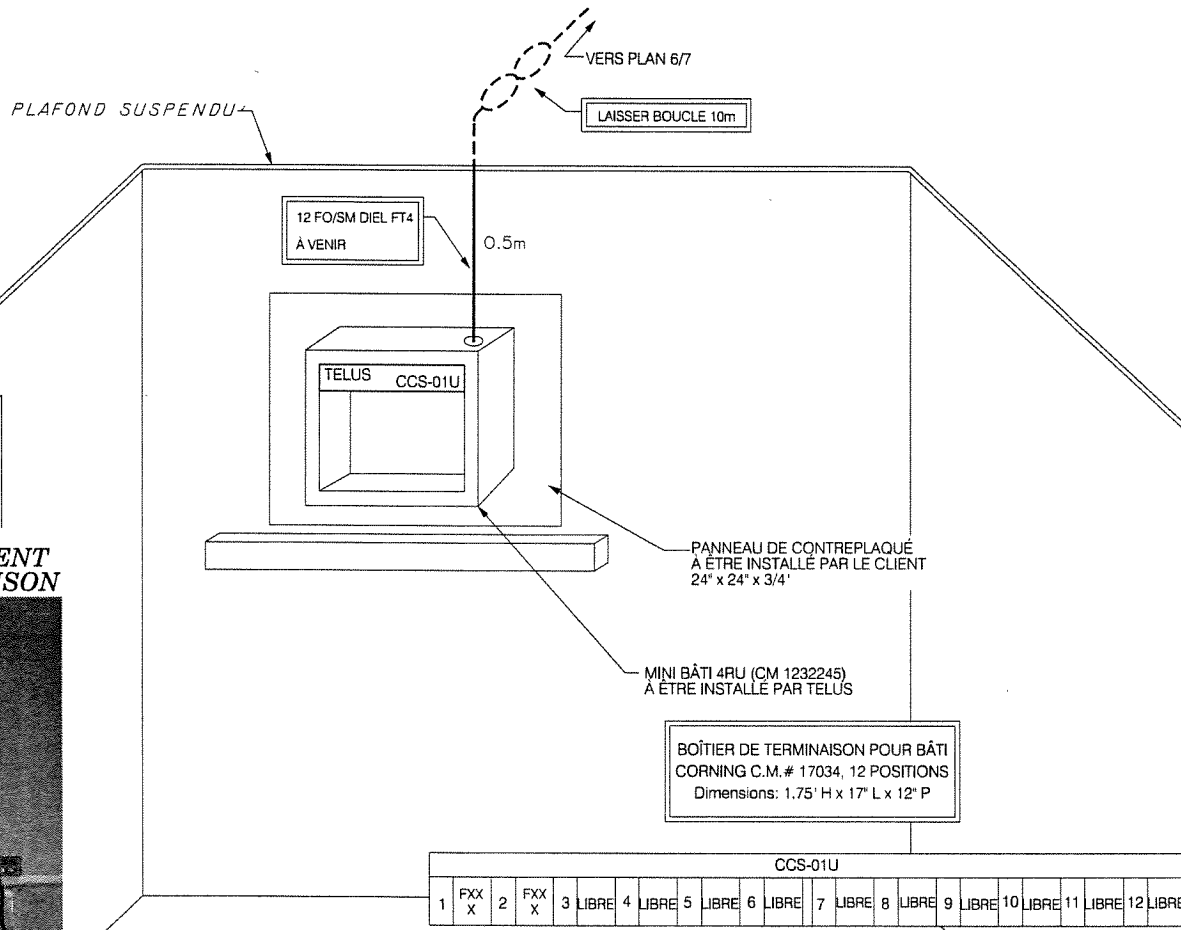
NO. DE DESIN **2448362-T1-D01**

FORMAT **11" x 17"** ÉCHELLE : FEUILLET **6/7**

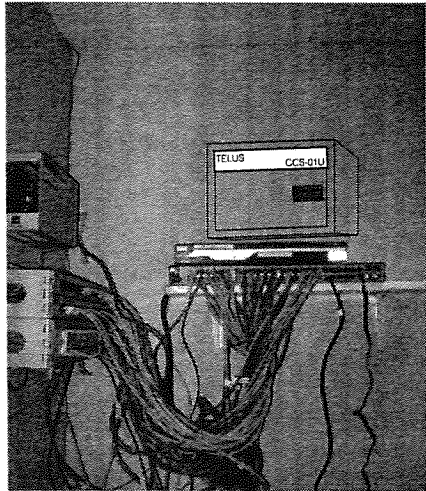
1	2	DESCRIPTION DU CÂBLE
TRONÇON :	T1-D01	DENOMBREMENT
NOMBRE DE FIBRE :	12 FO/SM DIEL FT4	
TYPE DE CÂBLE :	FT4	
LONGUEUR RÉSEAU :	29.5 m	
LONGUEUR DÉBOURSEE :	m	

REPÈRES	DESCRIPTIONS
1	CÂBLE TELUS 12 FO/SM DIEL FT4 À ÊTRE ATTACHÉ AUX CÂBLES EXISTANTS AU MUR PAR TELUS.
1	CÂBLE TELUS 12 FO/SM DIEL FT4 À ÊTRE INSTALLÉ DANS LE PLAFOND FERMÉ PAR TELUS.
2	CÂBLE TELUS 12 FO/SM DIEL FT4 À ÊTRE INSTALLÉ AU MUR DE GYPSE PAR TELUS.

**DÉTAIL DU BOÎTIER DE TERMINAISON  
CORNING TYPE CCS-01U**



**DÉTAIL DE L'EMPLACEMENT  
DU BOÎTIER DE TERMINAISON**



SALLE TÉLÉCOM  
6E ÉTAGE

CCS-01U																							
1	FX X	2	FX X	3	LIBRE	4	LIBRE	5	LIBRE	6	LIBRE	7	LIBRE	8	LIBRE	9	LIBRE	10	LIBRE	11	LIBRE	12	LIBRE

EXISTANT	ADDITION	
---	---	CABLE TELUS (AERIEN)
---	---	CABLE TELUS (CONDUIT)
---	---	CABLE TELUS (ENFOUIS)
---	---	FIL SERVICE
---	-----	TORON
⊙	⊙	LATERALE AU POTEAU
⊙	⊙	POTEAU AUTRE
⊙	⊙	POTEAU "CIE" SEUL
⊙	⊙	POTEAU "CIE" CONJOINT
⊙	⊙	POTEAU HYDRO SEUL
⊙	⊙	POTEAU HYDRO CONJOINT
⊙	⊙	ANCRE & HAUBAN CIE TELEPHONE SEUL
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⊙	⊙	BOITIER CONNEXION LOOP
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⊙	⊙	ADRESSE ELECTRIQUE
⊙	⊙	BOITE TIRAGE
⊙	⊙	PIEDESTAL
⊙	⊙	PUITS ACCES
⊙	⊙	REPERE
⊙	⊙	DETAIL
⊙	⊙	REVISION AVEC DATE

**TELUS**  
Québec

100, rue Prince  
Saint-Jacques, Québec  
T 450 781-6519  
F 450 781-6518  
TÉL. 450 28 1190

**COMMEXPERT**  
ingénierie en télécommunication

4455, rue Laval bureau 280  
Laval (Qc) H7P 4J9  
T 450 781-6519  
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PROJETÉ PAR	ANDRÉ HUARD
DESIGNÉ PAR	CECILIA CUELLO
APPROUVÉ PAR	YVON RIENDEAU
DATE	2012-11-20
TITRE	DEMANDE DE DROIT DE PASSAGE
	GRUPE DESGAGNÉS INC. 204 RUE DU ST-SACREMENT MONTREAL

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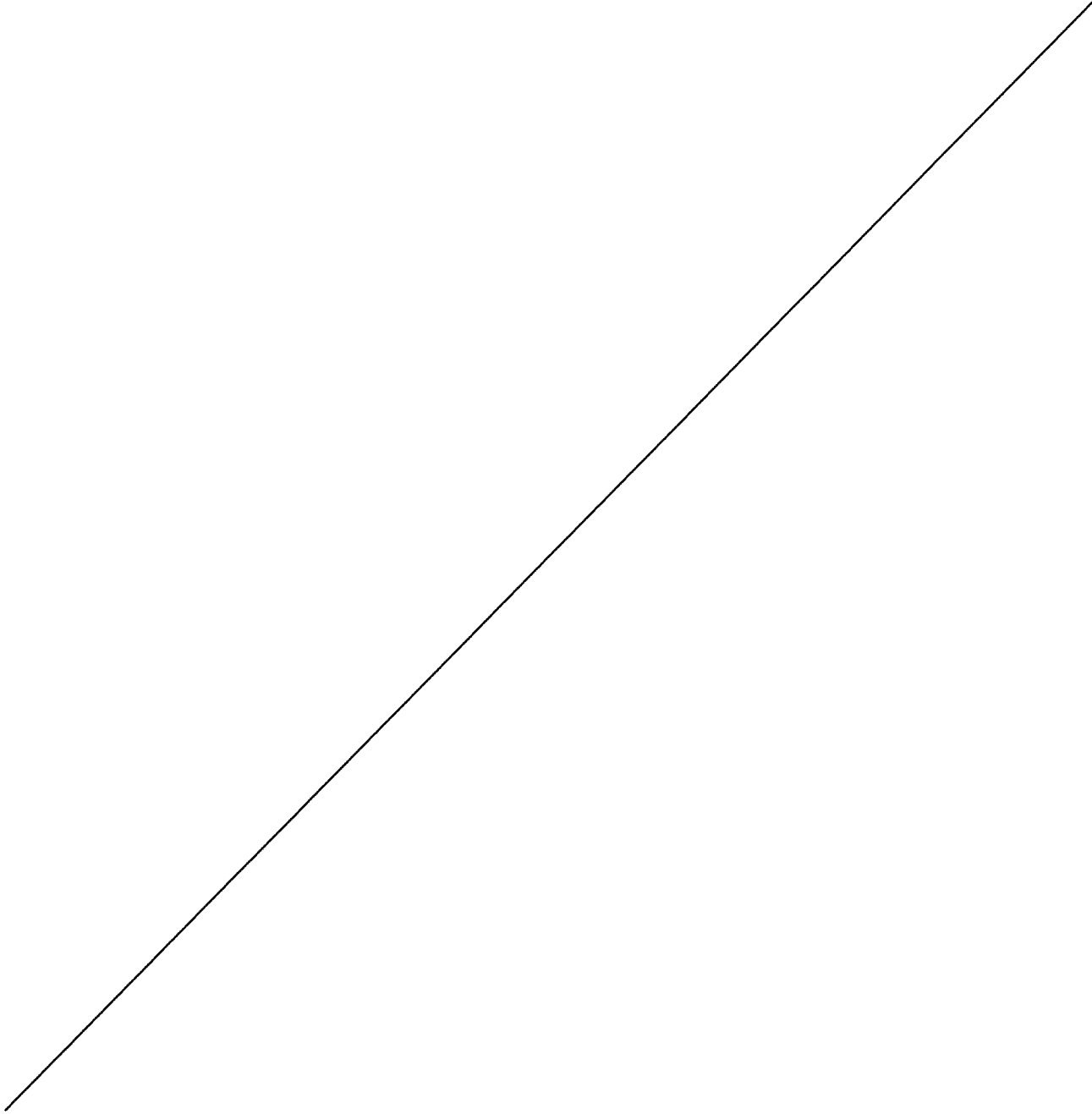


**SCHEDULE B  
LEGAL DESCRIPTION OF LANDS**

That certain emplacement situated at the intersection of the Saint-Sacrement and Saint-François Xavier streets in the City of Montreal, in the Province of Quebec, known and designated as being lot number ONE MILLION ONE HUNDRED EIGHTY THOUSAND NINE NHUNDRED AND THIRTY-FOUR (1 180 934) of the Cadastre of Quebec, Registration Division of Montreal.

With the building thereon erected and, more particularly, the building bearing civic number 204, Saint-Sacrement Street, in the City of Montreal, Province of Quebec (H2Y 1W8) and numbers 422 and 424 Saint-François Xavier Street, in the City of Montreal, Province of Quebec (H2Y 2S9).

With and subject to all rights, servitudes, active and passive, apparent or unapparent relating to the said property.



TENANT


## SCHEDULE C RECOVERABLE COSTS

The term "**Recoverable Costs**" includes:

- (a) architectural, mechanical and electrical consulting fees to provide or review architectural, electrical and heating, ventilating and air-conditioning design for construction of any additional main terminal room or any point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of the Licensee Equipment;
- (b) costs for mechanical engineering and construction services to provide any additional cooling for anticipated loads to accommodate the Licensee's requirements;
- (c) costs for electrical engineering and construction services to provide sufficient power distribution to support the power loads anticipated for the Licensee Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;
- (d) costs respecting the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of the Licensee;
- (e) costs respecting the construction of additional space or reconstruction or modification of existing space to accommodate the Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of the Licensee including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;
- (f) costs for reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by section 7.1 of the Agreement;
- (g) charges regarding security escorts as contemplated by section 6.1 of the Agreement or regarding any safety and security measures required in connection with the license granted in the Agreement;
- (h) charges attributable to consumption of Utilities by the Licensee, including any annual fee for electricity consumption provided for in section 6.3 of the Agreement;
- (i) any and all reasonable costs of facilitating the initial set up of the Licensee's operations within the Building;
- (j) any and all reasonable costs incurred by the Licensor in operating the Building arising from or attributable to the Licensee Equipment, or the operation thereof, or resulting from a request by the Licensee; and
- (k) any and all taxes or assessments in respect of the foregoing costs or in respect of the Building arising from or attributable to the Licensee Equipment.

TENANT
