

TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN:

Desjardins Financial Security Life Assurance Company and SWBC POOL III LP

("Licensor")

- and -

TELUS Communications Inc.

("Licensee")

**TELECOMMUNICATIONS LICENSE AGREEMENT
INFORMATION PAGE**

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT dated the 27th day of January, 2020 between Desjardins Financial Security Life Assurance Company and SWBC POOL III LP as the Licensor and TELUS Communications Inc., as the Licensee.

Building: Mississauga Executive Centre, 4 Robert Speck Parkway, in the City of Mississauga, and the Province of Ontario.

Floor Area of Deemed Area: Thirty (30) square feet. The exact measurement of the Deemed Area may be verified by an architect or surveyor employed by the Licensor for that purpose and upon verification, an adjustment of the License Fee and the floor area will be made retroactively to the Commencement Date.

Commencement Date: the 1st day of February, 2020

Term: 5 years

License Space Fee: \$1,500.00 annually in advance due on the Commencement Date and each anniversary thereafter.

Electricity Charges: \$0 annually in advance due on the Commencement Date and each anniversary thereafter.

Renewal Term: Two (2) period(s) of Five (5) years.

Notices: Licensor
Colliers Macaulay Nicolls Inc.
ITF Mississauga Executive Centre
4 Robert Speck Parkway, Suite 260
Mississauga, ON L4Z 1S1
Attn: Legal

Licensee
TELUS Communications Inc.
25 York Street, Floor 22
Toronto, ON M5J 2V5
Attn: Richard D. Johnson

TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 27th day of January, 2020

B E T W E E N:

Desjardins Financial Security Life Assurance Company and SWBC POOL II LP

(hereinafter the "Licensor")

- and -

TELUS Communications Inc.

(hereinafter the "Licensee").

1. DEFINITIONS

In this Agreement the capitalized terms appearing herein shall mean the following:

"**Affiliate**": a company that is affiliated with another within the meaning of the Canada Business Corporations Act.

"**Agreement**": this agreement, its Exhibits and Schedules and Information Page.

"**Broadcasting**": any transmission of programs, whether or not encrypted, by radio waves or other means of telecommunication for reception by the public by means of any device.

"**Building**": the building situated on the Lands; municipally described on the Information Page.

"**Business Day**": a day that is not Saturday, Sunday, or a statutory holiday.

"**Cable**": fibre optic, coaxial, copper cables and wires.

"**Commencement Date**": the date stated as the Commencement Date on the Information Page.

"**Communications Equipment**": cabinets, racks, electronic equipment and other equipment that (i) have been installed by the Licensee or a corporate predecessor of the Licensee, before the date of this Agreement, or (ii) are installed, or are to be installed by the Licensee, in the Deemed Area as described in Schedule "A", and (iii) such other equipment as may be installed by the Licensee during the Term and Renewal Term, as approved by the Licensor in accordance with Section 7.

"**Communications Spaces**": telecommunications pathways and cable pathways designated by the Licensor, acting reasonably, for use by the Licensee to provide Services to tenants and occupants of the Building and such other pathways used by the Licensee during the Term and Renewal Term as approved by the Licensor in accordance with Section 7.

"Connecting Equipment": the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that (i) have been installed by the Licensee or a corporate predecessor of the Licensee before the date of this Agreement, or (ii) are described in Schedule "C" and are installed, or to be installed by the Licensee, through the Entrance Link, and the Communication Spaces, and (iii) such other connecting equipment as may be installed by the Licensee in the Building during the Term and Renewal Term, as approved by the Licensor in accordance with Section 7, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

"Consumer Price Index": (All Items for Regional Cities, base year 1992=100) for the city in which the Building is located, or if there is no Consumer Price Index for that city, for the city in Canada nearest the Building for which there is a Consumer Price Index published by Statistics Canada (or by a successor or other governmental agency, including a provincial agency). If the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by the Licensor, acting reasonably, will be used. If a substitution is required, the Licensor will make the necessary conversions. If the base year is changed by Statistics Canada or the applicable governmental agency, the necessary conversions will be made.

"Cross Connection": the connection of one wire or cable under the management and control, or ownership of one party to a wire or cable under the management and control or ownership of another, by anchoring each wire or cable to a connecting block and placing a third wire between the two, or by any other means, and any other connection of the telecommunications system or any of its components that is under the management, control or ownership of one party to that of another, or any of its components.

"CRTC": the Canadian Radio-television and Telecommunications Commission.

"Deemed Area": the area described in Schedule "A".

"Entrance Cable": the Cable installed or to be installed by the Licensee that connects the Licensee's telecommunications network from the property line of the Lands to the Communications Equipment and to the Main Distribution Frame and includes the tie Cables between the Communications Equipment and the Main Distribution Frame.

"Entrance Link": the coresleeve, or other penetration designated by the Licensor, acting reasonably, through the Building's foundation walls or elsewhere containing the Entrance Cable.

"Equipment Room": the area containing the Main Distribution Frame for the Building.

"Event of Default": defined in Section 18.

"Existing Equipment": that part of the Licensee's Equipment installed before the date of this Agreement.

"Fee": any amount payable by the Licensee under this Agreement.

"Hazardous Substance": any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Building is situated or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited

to polychlorinated biphenals, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

"In-Building Wire": as defined by the CRTC constitutes copper wires, Cable and other facilities which originate in the Equipment Room and run to the telephone closet on each floor and thereafter to but not within the premises of the tenant's or occupants in the Building.

"Information Page": the sheet attached to this Agreement as "Page IP".

"Inside Wire": wires and other facilities which are usually in, or in proximity of, premises of the tenants or occupants of the Building, and which are under those persons' or entities' responsibility and control.

"Lands": the lands occupied by the Building.

"LEC": a local exchange carrier regulated by the CRTC.

"Licensee's Equipment": the Communications Equipment and the Connecting Equipment.

"License Fee": the annual sums stated as the License Fee on the Information Page.

"Main Distribution Frame": the main distribution frame or other physical location for the Cross Connection of a TSP's Entrance Cable to the In-Building Wire located in the Building.

"Multi-Dwelling Unit Building": as defined by the CRTC in Decision 2003-45 constituting a building with at least two units and at least one unit occupied by a tenant

"Owner(s)": the owner or owners from time to time of the freehold or leasehold title of the Lands, the Building or either of them.

"Plans and Specifications": the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Section 7(a).

"Prime": the rate quoted from time to time as its "Prime Rate" for commercial loans by the Toronto Dominion Bank.

"Recoverable Costs": the costs and expenses particularized on Schedule "D" for building services requested of the Licensor by the Licensee or causal to the Licensee's construction and installation activities relating to the provision of the Services in the Building. However, Recoverable Costs shall not include costs that would be incurred by the Licensor in any event, costs that have already been incurred by the date of execution of this Agreement, the costs associated with the negotiation, management, administration, monitoring and enforcement of this Agreement or of other agreements with TSPs, or (except for charges for services identified in Schedule "D" and provided by the Riser Manager) fees in relation to a Riser Manager.

"Released Licensee Persons": the Licensee and the officers, directors, employees, agents and contractors of the Licensee.

"Released Licensor Persons": the Licensor and Owner(s) and property manager of the Building and any lender that holds security on the Building, and the respective officers, directors, employees, agents and contractors, of all and any of them.

"Renewal Term": the renewal term(s) noted on the Information Page.

"Riser Manager": a person or entity retained by the Licensor to provide management and supervision services for all or part of the raceways, risers, ducts, conduits, sleeves, communications pathways (including the Communications Spaces), roof areas and other telecommunications related facilities in or serving the Building.

"Services": the telecommunications or other communications services to be provided by the Licensee to tenants or occupants in the Building.

"Term": the period of time stated as the Term on the Information Page.

"TSP": a telecommunications or other communications service provider.

2. GRANT

- (a) the Licensor grants to the Licensee for the Term, a non-exclusive license:
 - (i) to install, operate, maintain, repair, improve, replace, and remove, at the Licensee's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
 - (ii) to use the Entrance Link, Main Distribution Frame, and Communications Spaces;
 - (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and
 - (iv) connect the Licensee's Equipment to the In-Building Wire and Inside Wire.
- (b) The Licensee shall be provided access to the Lands and Buildings in order to exercise its non-exclusive license, twenty four hours per day, three hundred and sixty five days per year subject to:
 - (i) the Licensor's reasonable security requirements;
 - (ii) the notice requirement as provided in Section 9(b); and
 - (iii) an event of Force Majeure as provided in Section 31.
- (c) The Licensee shall use the Equipment Room and Deemed Area for the sole purpose of providing Services to tenants and occupants in the Building. The Licensee is expressly forbidden to serve other properties from the Building.
- (d) The Licensor may at any time, require the Licensee, to relocate within the Building any or all of the Licensee's Equipment, and the Deemed Area. Upon receipt of not

less than one hundred and twenty (120) days advance written notice from the Licensor, (a "Relocation Notice") the Licensee shall relocate the Licensee's Equipment and the Deemed Area. If the Relocation Notice requires the relocation to occur within the first two (2) years after the Commencement Date, the Licensor will be solely responsible for the direct, reasonable, out of pocket expenses of the relocation (the "Relocation Costs"), and if the Relocation Notice does not require the relocation to occur until after that two (2) year period, the Relocation Costs will be shared equally by the Licensor and the Licensee unless the relocation is primarily to accommodate another supplier of Services. In that case, the Licensee will not be required to pay any part of the relocation costs. The Licensor shall permit the Licensee to effect any relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location. If a Relocation Notice is delivered, the Licensee, will, within fifteen (15) days after its receipt deliver written notice to the Licensor setting out particulars of its estimate of the Relocation Costs and, the Licensor will be entitled to rely upon that estimate in proceeding with the relocation. The Licensor may at any time within fifteen (15) days after receipt of the Licensee's estimate of the Relocation Costs rescind its Relocation Notice by giving written notice to the Licensee to that effect.

- (e) The Licensor makes no warranty or representation that the Equipment Room, Deemed Area, the Communications Spaces or any part of the Building is or are suitable for the Licensee's use.
- (f) The Licensor may grant, renew or extend similar licenses to other suppliers of telecommunications services. The License granted by this Agreement is revocable only in accordance with the express terms of this Agreement.
- (g) The Licensee agrees to assist the Licensor in improving the space and operating efficiencies within the Building by undertaking the following, at the Licensee's cost, at the request of the Licensor and within timeframes approved by the Licensor, acting reasonably:
 - (i) identifying Existing Equipment;
 - (ii) upon reasonable request from the Licensor, to achieve improved space and operating efficiencies in connection with specific cases, examining, identifying and labelling specific items of Existing Equipment;
 - (iii) relocating, reconfiguring and improving space and operating efficiencies related to Existing Equipment in accordance with the reasonable requests of the Licensor, but subject to Section 2(d); and
 - (iv) upon request from the Licensor and with reasonable time to respond in the circumstances, providing to the Licensor its existing available information on its Existing Equipment, e.g. concerning types of wiring, wiring casings, materials used in the Existing Equipment, sizes, capacities and other information, where that other information may be required having regard to

building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers.

- (h) The relationship between the Licensor and the Licensee is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

3. FEES

- (a) The Licensee agrees to pay the License Fee to the Licensor annually in advance without any set-off, deduction or abatement whatsoever.
- (b) The Licensee shall also pay to the Licensor any Recoverable Costs incurred by it within sixty (60) days after receipt of each itemized invoice, without deduction or set off.
- (c) Interest will accrue at that rate of interest that is three percent (3%) greater than Prime on any arrears of Fees payable by the Licensee, and will be payable when payment of the interest is demanded.
- (d) Value added taxes and similar taxes such as "HST" or "GST" are payable by the Licensee on all Fees.

4. TERM - OPTION TO RENEW

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page.
- (b) Provided that the Licensee is not in default of any of its obligations under this Agreement, this Agreement will automatically be renewed for the Renewal Term(s) unless the Licensee gives the Licensor at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of the Licensee's intention not to renew. Each Renewal Term will be governed by the same terms and conditions set out herein except for: (i) any further right to renew, and (ii) Section 2(g), and (iii) the License Fee, which will increase at the start of each Renewal Term by a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date or the start of the previous Renewal Term (if any) as the case may be, to the start of the applicable Renewal Term.

5. USE

The Licensee shall use the Building, Communications Spaces, Deemed Area and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in the Building. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Agreement does not provide for the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment.

6. ELECTRIC UTILITIES

The Licensee may estimate, acting reasonably the amount of electricity consumed by the Licensee and advise the Licensor of such amount, and the Licensor and Licensee will mutually agree to the amount to be billed to the Licensee based on this estimate. Alternatively, the Licensee may install a meter at its cost and in that case it will pay for its electricity consumption directly to the Licensor or utility supplier, as is applicable, at Licensee's option. The Licensor shall notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's Equipment use but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages providing reasonable notice of such planned utility outages was provided. The Licensor has no obligation to provide emergency or "backup" power to the Licensee. Any provision of emergency or "backup" power shall be the sole responsibility of the Licensee.

7. CONSTRUCTION

- (a) Subject to what is stated below, prior to performance of any work, or the making of any installation, and prior to changes, alterations or upgrades to any existing work or installation in the Building, the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for the work or installation detailing the type, size and location of the Licensee's Equipment that is proposed to be installed, altered or removed, the Communication Spaces to be used by the Licensee and the Deemed Area, all specifically describing the proposed construction and work. All working drawings, plans and specifications must be prepared in accordance with applicable engineering standards, and will be considered as part of the Plans and Specifications when they have been approved by the Licensor, in writing. No work shall commence until the Licensor has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. The Licensor's approval of Plans and Specifications is not deemed a representation that the Licensee's Equipment will not cause interference with other systems in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Licensee. Despite what is stated above, only an initial "Bay Layout" will be required in respect of equipment intended to be installed in the racks installed inside the Deemed Area and, technical specifications in respect of that equipment will not be required to be provided other than specifications relating to heat generated by the equipment and electrical consumption.
- (b) The Licensee warrants that, except for the Existing Equipment, the installation of the Licensee's Connecting Equipment, Entrance Cable and Cable shall be in strict compliance with the approved Plans and Specifications.
- (c) The Licensee agrees that installation and construction shall be performed:
 - (i) in a neat, responsible, and good and workman-like manner;
 - (ii) strictly consistent with such reasonable requirements as shall be imposed by the Licensor and communicated in advance to the Licensee in writing;
 - (iii) in accordance with all applicable laws, rules and regulations; and

- (iv) using only contractors approved in writing by the Licensor (it being acknowledged that, without limitation, a lack of or incompatible union affiliation of a contractor is a reasonable basis for failing to approve a contractor).
- (d) The Licensee shall label each Cable installed by the Licensee on or after the date of this Agreement in the Communications Spaces, in each telephone closet through which the Cables pass, and, in addition, at any intervals and at additional locations that the Licensor might reasonably require. The labelling will be in a format approved by the Licensor acting reasonably.
- (e) The Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Licensor prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over the Licensee's operations.
- (f) The Licensee shall not, during construction or otherwise block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways.
- (g) The Licensee may amend or supplement the Plans and Specifications approved by the Licensor, from time to time, with the written consent of the Licensor, for the purpose of serving tenants and occupants of the Building. All terms and conditions of this Section 7 shall apply.
- (h) Prior to the installation of any additional Licensee's Equipment under this Agreement, the Licensee will also provide to the Licensor whatever information the Licensor reasonably requires concerning types of wiring casings, materials used in the Licensee's Equipment, sizes, capacities and other information which may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers. From time to time at reasonable intervals, the Licensor may require the Licensee to update the information referred to above in connection with the Licensee's Equipment and the Licensee will complete the update by confirmation in writing no later than ten (10) Business Days after written request.

8. COVENANTS

- (a) The Licensee covenants as follows:
 - (i) The Licensee shall, at its sole cost and expense, maintain and repair the Deemed Area and the Licensee's Equipment in proper operating condition and maintain them in satisfactory condition as to safety.
 - (ii) The Licensee shall, at its sole cost and expense, repair any damage to the Building, Communications Spaces and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any other

occupant of the Building where such damage is caused by the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If the Licensee fails to repair or refinish the damage, upon 30 day's prior written notice the Licensor may repair or refinish such damage and the Licensee shall reimburse the Licensor all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs.

- (iii) The Licensee shall not interfere with the use and enjoyment of the Building by the Licensor or by lessees, or licensees of the Licensor or tenants or occupants of the Building or other buildings. If such interference occurs, the Licensor shall give the Licensee written notice thereof and the Licensee shall correct same as soon as possible but not more than forty-eight (48) hours after receipt of notice. If the Licensee fails to correct the conditions after proper notification, the Licensor may take any action the Licensor deems appropriate to correct the conditions, all at the cost of the Licensee, plus an administration fee equal to fifteen percent (15%) of those costs.
- (iv) The Licensee's Equipment shall not disrupt, adversely affect, or interfere with other providers of communications services in the Building, the Building's operating, elevator, safety, security, or other systems, or with any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties. The Licensee shall correct such interference as soon as possible but not more than forty-eight (48) hours after receiving written notice of such interference.
- (v) The Licensee will comply with all Building rules, as periodically adopted by the Licensor acting reasonably and provided to the Licensee in writing in advance, and will cause its agents, employees, contractors, invitees and visitors to do so.
- (vi) The Licensee will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Deemed Area, the Equipment Room, the Licensee's Equipment and In-Building Wire, including the Licensee's provision of Services.
- (vii) The Licensee will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the In-Building Wire. Despite the foregoing, the Licensor acknowledges and agrees that the Licensee is permitted to allow other local exchange carriers to connect to and use copper In-Building Wire under its responsibility and control and conversely, to connect to and use copper In-Building Wire under the control and responsibility of other local exchange carriers, at no cost.
- (viii) Subject to Schedule "B", except as required or mandated by the CRTC:

- a. the Licensee will not permit any other TSP to co-locate equipment in its Deemed Area (except where TSP has an agreement to service customers in building), or
 - b. permit any third party supplier to Cross Connect to any of the Licensee's Equipment or to use any part of the Licensee's Equipment for the purpose of providing telecommunication or similar services to customers in the Building.
- (ix) The Licensee will not use any part of the Licensee's Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network where disruption of the operation or use of the Licensee's Equipment or any part of it would have the effect of disrupting service to persons outside of the Building. Despite the foregoing or anything else contained in this Agreement to the contrary, and unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any Riser Manager or any other third party for any In-Building Wire.
- (x) The Licensee will strictly comply with all occupational health and safety legislation, Workers' Compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable.
- (xi) If the Licensor elects to retain a Riser Manager, the Licensee will, to the extent directed by the Licensor (i) recognize the Riser Manager as the duly authorized representative of the Licensor, and (ii) abide by all reasonable policies, directions and decisions of the Riser Manager pertaining to matters such as the use of Communication Spaces and other areas within the Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns. Despite the foregoing or anything else contained herein to the contrary, and unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any Riser Manager or any other third party for any In-Building Wire.
- (b) The Licensor covenants:
 - (i) To operate, repair and maintain the Building and Building systems and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards;
 - (ii) That any consent or approval of the Licensor pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for;
 - (iii) Subject to the Licensee reimbursing the Licensor for the Licensor's reasonable costs in doing so, and subject to payment to the Licensor of an administration fee of fifteen percent (15%) of those costs, to cooperate with

the Licensee to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Licensee's construction, installation and operations provided for in this Agreement, in or in respect of the Building; and

- (iv) If the operation of the Licensee's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Building, the Licensor shall, to the extent that it is commercially reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Licensee in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

9. ACCESS

- (a) The Licensee's authorized representatives may have access to the Equipment Room at all times during normal business hours, and at other times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving and repairing the Licensee's Equipment. The Licensor will give the Licensee's authorized employees or properly authorized contractors, subcontractors, and agents of the Licensee ingress and egress to the Lands, Building and Communications Spaces including non-exclusive use of an elevator during normal business hours, and at other times as agreed by the parties in advance. However, only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of the Licensee, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building, Communications Spaces, Equipment Room, or other areas in the Building and only upon the conditions set forth in this Agreement. The Licensee shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communication Spaces, Equipment Room, or other areas in the Building.
- (b) Except in the event of an emergency and as described below, the Licensee will give at least twenty-four (24) hours notice to the Licensor of its intent to enter Communications Spaces. At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. For routine service activations and repair visits to the Building during normal business hours for which purposes the Licensee requires access without advance notice in order to meet its CRTC-mandated service provisioning and service repair intervals this notice may be given at the time of the entry, to the security person, or other person designated for that purpose by the Licensor. Any person who accesses the Building Communication Spaces, or any other part of the Building which the Licensor designates outside of normal business hours, may be required by the Licensor to be accompanied by a representative of the Licensor designated for that purpose and the cost of providing this form of accompaniment or supervision will be paid by the Licensee to the Licensor based on hourly wage and employment cost plus an administration fee of fifteen percent (15%). This escort fee shall not apply if it is

recovered from tenants through the operating costs of the Building charged to them under their leases. In the event of any emergency, the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Communications Spaces and, within five (5) Business Days following the entry, shall provide to the Licensor a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.

- (c) Nothing in this Agreement shall prohibit or otherwise restrict the Licensor and its representatives from having access to and to enter upon and into the Equipment Room or any Deemed Area for the purpose of inspections, conducting maintenance, repairs and alterations which the Licensor wishes to make in connection with the Building, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room, Deemed Area, or the Building or for such other purposes as the Licensor considers necessary. The Licensor will, however, except in case of an emergency, give the Licensee at least twenty-four (24) hours advance notice before entry into the Deemed Area and will be accompanied by a representative of the Licensee if the Licensee makes a representative available for that purpose within forty-eight (48) hours of the Licensee's receipt of the Licensor's notice.

10. INSURANCE

(a) The Licensee shall maintain in force, at its expense, during the Term of this Agreement and any Renewal Term, a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Licensor, acting reasonably, insuring the Licensee and, as additional insureds, the Licensor, the Owner(s), any property manager or any lender that holds security on the Building that the Licensor may reasonably designate by written notice, only in respect of matters related to the operations of the Licensee in the Building, with a combined single limit of at least Ten Million Dollars (\$10,000,000.00) per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Building and tangible property of the Licensor in the Building or bodily injury or death of the Licensor's employees, or bodily injury or death or physical damage to tangible property suffered by any of the customers of the Licensee and their employees in the Building. The Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies, will contain owners' and contractors' protective coverage, standard non-owned automobile coverage, contingent employer's liability insurance, a cross liability and severability of interests clause, and be written on an occurrence basis.

(b) The Licensee will also maintain (i) an automobile liability insurance policy, and (ii) all risk property insurance on the Licensee's Equipment with a sufficient insured limit to cover its replacement cost and with a waiver of subrogation against the Licensor from the property insurers or, alternatively, the Licensee may self insure for the full replacement cost of the Licensee's Equipment.

(c) The Licensee's Commercial General Liability insurance shall be primary insurance insofar as the Licensor, and the Licensee are concerned, with any other insurance maintained by the Licensor being excess and non-contributing with the insurance of the Licensee required hereunder with respect to the extent of the negligence of Licensee and those over whom it is responsible in law.

(d) The Licensee shall provide proof of such insurance to the Licensor prior to commencement of any construction and notify the Licensor, in writing, that a policy is cancelled at least thirty (30) days prior to such cancellation. Annually, on the anniversary of the Commencement Date, or upon renewal of the respective policies as the case may be, the Licensee shall provide proof of such insurance in the form of insurance certificates signed by the Licensee's insurance brokers or its insurers' authorized representatives and in form, content, and detail consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) to the Licensor, acting reasonably.

(e) The Licensor will maintain all risk property insurance on the Building.

(f) The Licensee will obtain, if applicable, boiler and machinery insurance on a repair and replacement basis on all equipment owned or leased by the Licensee or owned by others, but in the care, custody or control of Licensee and located within the Equipment Room.

11. RELEASE BY LICENSEE

In no event will the Licensor be liable to the Licensee and the Licensee releases the Licensor for:

- (a) any damage to the Licensee's Equipment, Equipment Room, and Deemed Area or loss of, or use of such property;
- (b) the quality, adequacy, compatibility or sufficiency of any Building Communication Spaces provided to the Licensee hereunder, it being acknowledged by the Licensee that all Building Communication Spaces are provided "as is" and "where is", the use of which is at the sole risk of the Licensee;
- (c) the activities of any third party, under the terms of another telecommunications access license or similar agreement, whether or not the party has been escorted while within the Building;
- (d) any claims resulting from lightning or other electrical current passing through the Building or facilities that cause any damage to the Licensee's Equipment or result in the interruption of any service by the Licensee;
- (e) the inadequacy of any utility service, or the loss of or the failure to provide any utility service save and except for the failure of the Licensor to provide reasonable prior written notice in accordance with Section 6. The Licensee acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in office buildings and the Licensee further acknowledges that any sensitive Equipment in and on the Building will be protected by the Licensee from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems;
or

- (f) any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of or use of property referred to in subparagraph 11(a), or damage to property in respect of which the Licensee maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party insurer or the Licensee self insures, it being acknowledged that the Licensor, in requiring the Licensee to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licensor.

This release extends to any acts or omissions of the Licensor but not to any negligent, grossly negligent or wrongful wilful acts or omissions of the Licensor except that for damage, loss, cost or expense referred to in paragraph (f) above, Licensor will only be responsible for any grossly negligent or wrongful wilful acts or omissions of Licensor.

12. RELEASE BY LICENSOR

The Licensor releases the Licensee in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Licensor's property in respect of which the Licensor maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party insurer or the Licensor self-insures, it being acknowledged that the Licensee, in requiring the Licensor to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licensee. This release extends to any acts or omissions of the Licensee but not to any grossly negligent or wilful acts or omissions of the Licensee.

13. LIENS

The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under the Licensee. The Licensee shall also indemnify, hold harmless and defend the Licensor and Owner(s) against any such liens, including the reasonable fees of the Licensor's solicitors. The provisions of this Section shall survive termination of this Agreement. All such liens shall be removed within five (5) Business Days of notice to the Licensee to do so. The Licensor may, at the cost of the Licensee, pay money into court to obtain removal of a lien if the Licensee fails to do so, as required, and the Licensee will pay the cost to the Licensor including the amount paid into Court, plus an administration fee equal to fifteen percent (15%) of such amounts as are paid by the Licensor.

14. CONSEQUENTIAL DAMAGES - EXPANDED MEANINGS - AGENCY AND TRUST

- (a) Neither the Licensor nor the Licensee will be liable to the other (regardless of any other provision of this Agreement), in respect of any indirect, special, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.
- (b) Wherever a release is provided for under this Agreement in favour of the Licensor, it will be deemed to include the Released Licensor Persons. The Licensor acts as agent or trustee for the benefit of the Released Licensor Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.
- (c) Wherever a release is provided for under this Agreement in favour of the Licensee, it will be deemed to include the Released Licensee Persons. The Licensee acts as agent or trustee for the benefit of the Released Licensee Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.

15. ASSUMPTION OF RESPONSIBILITY AND CONTROL

The Licensor reserves its right, consistent with the applicable decisions and rulings of the CRTC, to request the Licensee to transfer responsibility and control of its In-Building Wire. Such transfer shall be at the sole discretion of the Licensee and on terms and conditions acceptable to the Licensee. If the Licensor assumes responsibility and control of In-Building Wire installed by the Licensee, it will be entitled to recover the reasonable costs of its maintenance and management to the extent permitted by the CRTC.

16. ASSIGNMENT, SUBLICENSING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE LICENSEE

- (a) The Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensor which consent may not be unreasonably withheld. Despite what is stated above, the Licensee may assign its rights under this Agreement, on a bona fide basis, to an Affiliate without the prior written consent of the Licensor, to a purchaser of substantially all of the assets of the Licensee if: (i) the assignee executes an agreement with the Licensor to be bound by the terms of this Agreement and agrees to pay the reasonable costs of the Licensor incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of the Licensee, an assignment in respect of which the Licensor's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Licensor those reasonable particulars which the Licensor requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Licensor reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement mentioned above and to satisfy itself that the requirements stipulated above are satisfied.

- (b) No assignment whether to an Affiliate or otherwise, shall release the Licensee from any liability or obligation under this Agreement, unless the Licensor provides a release in writing.
- (c) Subject to Schedule B, except as required or mandated by the CRTC and as provided for in this Agreement, the Licensee will not sublicense, co-locate, share the use of, or otherwise provide the benefit of this Agreement to any third party telecommunication provider or other communication service provider and will not mortgage or encumber its rights under this Agreement in favour of any lender without the Licensor's consent.
- (d) Despite what is stated above, the Licensee will be permitted to assign its rights under this Agreement to a bona fide lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking. However, this permission does not imply or allow the inference that the Licensor waives, or is willing to forbear from the exercise of its remedies under this Agreement, should an Event of Default occur, nor that any lender will have any greater rights than the Licensee in respect of this Agreement, including but not limited to the restrictions set out in this Section 16.

17. HAZARDOUS MATERIALS

The Licensee shall not install, bring upon, or use any Hazardous Substance into or on the Building except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Licensee's business in the Building, and provided that any such use is in compliance with all applicable laws. The Licensee shall indemnify and hold the Released Persons and any party the Licensor is responsible for at law, harmless from any claim, loss, cost, damage, or expense resulting from any breach regarding the installation or use of any Hazardous Substance brought into or on the Lands or Building by the Licensee, including any and all costs incurred in remedying such breach.

18. EVENTS OF DEFAULT - TERMINATION REMEDIES

- (a) Each of the following events shall be deemed to be an Event of Default by the Licensee under this Agreement:
 - (i) the Licensee defaulting in the payment of any License Fee, amount, or portion thereof, or other sum of money due to the Licensor and such default continues for more than Five (5) Business Days, after written notification of such default by the Licensor to the Licensee;
 - (ii) there is interference with the telecommunications or computer equipment of the Licensor, any tenant, or any other occupant of the Building or any other telecommunications or computer devices provided in the Building by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Licensee's Equipment, which interference is not cured within forty-eight (48) hours of the Licensee's receipt of written notice by the Licensor of such interference;

- (iii) the revocation of the Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Licensee's providing of such services;
 - (iv) the Licensee's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver or liquidator of the Licensee or of any of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of the Licensee;
 - (v) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Licensee under any loan or debt obligation;
 - (vi) the ceasing of the Licensee to carry on business in the ordinary course; and
 - (vii) if the Licensee shall default in the observance or performance of any of the Licensee's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Licensor to the Licensee.
- (b) Upon or after the occurrence of an Event of Default the Licensor may elect to terminate this Agreement without limiting its other remedies.
 - (c) If the Licensor shall default in the observance or performance of any of the Licensor's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Licensee to the Licensor, the Licensee may terminate this Agreement without limiting its other remedies.

19. RESTORATION OBLIGATIONS

- (a) At the expiration or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, without liens, remove the Entrance Cable, and all other items of the Licensee's Equipment except any part of it that by agreement between the Licensee and the Licensor has been acquired by the Licensor, and all of the Licensee's personal property from the Building. This obligation to remove the Entrance Cable and all other items of the Licensee's Equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to other TSP's. If any property that is required to be removed is not so removed within thirty (30) Business Days after the termination, the property may, at the Licensor's sole option, (i) be removed and stored by the Licensor at the Licensee's expense (and the Licensee will pay an administration fee equal to fifteen percent (15%) of the expense), or (ii) become the property of the Licensor without compensation to the Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of the Licensee's Equipment and other equipment

or property removal, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, upon thirty (30) days prior written notice to Licensee, the Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to fifteen percent (15%) of the cost. The Licensee will provide to the Licensor upon completion of the removal of the Licensee's Equipment an engineer's report confirming completion of the removal in accordance with this Agreement.

- (b) If due to CRTC mandated obligations upon the Licensee to provide services to other TSPs, the Licensee is not required by Section 19(a) to remove the Entrance Cable or other items of the Licensee's Equipment ("Exempted Items") then despite the expiration or termination of the Term of this License, all of the obligations of the Licensee under this Agreement will continue in full force and effect except that the obligation to pay the License Fee will be suspended so long as the Licensee does not provide Services. That situation will continue (subject to the sentence following this one) until the Licensee's CRTC mandated obligations end and the Licensee removes the Exempted Items and restores damage as provided in Section 19(a). So long as, and to the extent a third party assumes responsibility and control of the Exempted Items, and the third party is bound by a telecommunications access agreement with the Licensor, or a successor of the Licensor, the Licensee will be exempted from the obligation to remove the Exempted Items.

20. LICENSOR'S ALTERATIONS

Despite anything else in this Agreement, the Licensor may, at any time, make any changes in, additions to or relocations of any part of the Building; may grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building, may close all or any part of the Building to such extent as the Licensor considers necessary to prevent the accrual of any rights in them to any persons; and the Licensor may also make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by the Licensee) which serve any part of the Building. No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

21. NOTICES

Any demand, notice or other communication to be made by given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date of delivery, provided that delivery is made before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated on the Information Page. Notices given by electronic means will not be considered to have been given in writing.

22. LICENSEE'S EQUIPMENT TO REMAIN PERSONAL PROPERTY

Except as otherwise provided in this Agreement, the Licensee's Equipment, Entrance Cable and In-Building Wire shall remain personal property of the Licensee although it may be affixed or attached to the Building, and shall, during the Term of this Agreement, or any Renewal Term, and upon the expiration of this Agreement belong to and be removable by the Licensee.

23. LICENSE ONLY

This Agreement creates a non-exclusive license only and the Licensee acknowledges that the Licensee does not and shall not claim any interest or estate of any kind or extent whatsoever in the Building, Communications Spaces, or Equipment Room by virtue of this Agreement or the Licensee's use of the Building, Communications Spaces or Equipment Room. The relationship between the Licensor and the Licensee shall not be deemed to be a "landlord-tenant" relationship and the Licensee shall not be entitled to avail itself of any rights afforded to tenants at law.

24. LIMITATION OF LIABILITY

The obligations of the Licensor under this Agreement shall no longer be binding upon the Licensor if the Licensor or Owner(s) sells, assigns or otherwise transfers its interest in the Building as owner or lessor (or upon any subsequent licensor or owner after the sale, assignment or transfer by such subsequent licensor). If there is such a sale, assignment or transfer, the Licensor's obligations shall be binding upon the grantee, assignee or other transferee of the interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed those obligations. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. For greater clarity, nothing in this Section releases the Licensor from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

25. SPECIFIC TERMINATION RIGHTS

In addition to the other termination rights provided to it in this Agreement, either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the other party:

- (a) where the Building has been destroyed, or damaged to such an extent that it is not feasible to repair it within a period of one hundred and eighty (180) days after the damage;
- (b) where the Deemed Area or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;
- (c) where the Building is expropriated by a lawful authority;
- (d) where the Licensor wishes to redevelop, or otherwise alter the Building in such a manner as to, in the Licensor's opinion, make the relocation of any part of the Deemed Area or the Licensee's Equipment not feasible;
- (e) the Licensee no longer provides Licensee's Services in the Building;

- (f) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the provisioning of Licensee Services or any other matters required by the Licensee to provide Licensee Services; or
- (g) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC.

26. 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 that this Agreement is in good standing confirming, the Fees payable and the Fees actually paid to any date specified by the Licensor for the statement confirming the Commencement Date, the Term, any Renewal Term to which it claims to be entitled, and any other information that the Licensor reasonably requests pertaining to this Agreement or Building.

27. SEVERAL OBLIGATIONS - NON-RECOURSE

The liability of each of the Owner(s) where there are more than one, is several and not joint, or joint and several and is limited to the interest of the Owner(s) from time to time in the Building.

28. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties.

29. LICENSEE'S REPRESENTATION

The Licensee represents to the Licensor and acknowledges that the Licensor relies upon this representation and would not have entered into this Agreement but for that representation, that, the construction, design and operation of the Licensee's Equipment includes back-up, redundant and "fail safe" features so that the risk of damage, malfunction or disruption of the Licensee's Equipment disrupting service to customers or other third parties utilizing that network and equipment (except for telecommunication services between (i) the customers of the Licensee or the customers of telecommunication service providers that lease local loops from the Licensee to serve customers within the Building and (ii) persons communicating with those customers) is minimized.

30. FORCE MAJEURE

Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall include, but is not limited to: any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotion or disruptions, riots, epidemics, acts of government or any competent

authority having jurisdiction, or any other legitimate cause or event beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be a force majeure.

31. IMPLIED WAIVERS

A waiver by the Licensor or the Licensee of any breach of the terms, covenants and conditions of this Agreement shall not be deemed to be a waiver of the term, covenant or condition or of any subsequent breach of it or any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to have been waived unless the waiver is in writing and signed by the Licensor or the Licensee, as the case may be.

32. SEVERABILITY

If any provision of this Agreement or any part of a provision is found to be illegal or unenforceable then it will be severed from the rest of this Agreement and the rest of this Agreement will be enforceable, accordingly.

33. GOVERNING LAW

This Agreement will be governed by the laws of the province in which the Building is situated.

34. AUTHORITIES OF ACTION

Licensor may act in any matter provided for herein by its property manager and any other person who shall from time to time be designated in writing by Licensor to Licensee. Licensee acknowledges that if this Agreement has been executed for and on behalf of, in name of and with the authority of Licensor by the property manager then the covenants and agreements of Licensor are obligations of Licensor and its successors and assigns only and are not obligations personal to or enforceable against the property manager in its own right.

IN WITNESS WHEREOF, the Licensor and the Licensee have executed this Agreement in multiple original counterparts as of the day and year first above written.


COLLIERS MACAULAY NICOLLS INC.
ITF MISSISSAUGA EXECUTIVE CENTRE
(On behalf of the Licensor)

Per: 
Name: **John Duda**
Title: **President | Canada**
Real Estate Management Services

Per: _____
Name:
Title:

I/We have authority to bind the corporation

TELUS COMMUNICATIONS INC.
(Licensee)

Per: 
Name: *Richard Tomson*
Title: *Manager, Building Access*

Per: _____
Name:
Title:

I/We have authority to bind the corporation

SCHEDULE "A"

DEEMED AREA

(30 Sq/Ft)



Site Name: 4 ROBERT SPECK PKWY, MISSISSAUGA, ONTARIO

Drawing List

Site Specific Drawings	Sheet Number
DRAWING A - KLY MAP	A
DRAWING B - GENERAL NOTES AND LEGEND	B
DRAWING C - TYPICAL UNDERGROUND DETAILS	C
DRAWING D - SPLICE SCHEMATIC	D
BURIED DRAWING	1
SITE DRAWING	2
INTERNAL DRAWING	3

TELUS
TECHNICAL CONTACTS

ANTHONY SESTO
NETWORK DEVELOPMENT PLANNING
MANAGER

TELUS COMMUNICATIONS INC
25 YORK STREET
22ND FLOOR
TORONTO ON M5N 2Y5

TEL: (416) 883-6616
CELL: (416) 629-8996

HYDRO PERMIT # _____
CITY UTIL # _____
CITY PERMIT # _____
CONTRACTOR: SOUTHEL COMMUNICATIONS INC.
CONTRACTOR PROJECT #: 391100001
FIELD AS-COMSTRUCT DATE: _____
RECORD AS-COMSTRUCT DATE: _____
UTILITY REFERENCE #: _____

TELUS
SC

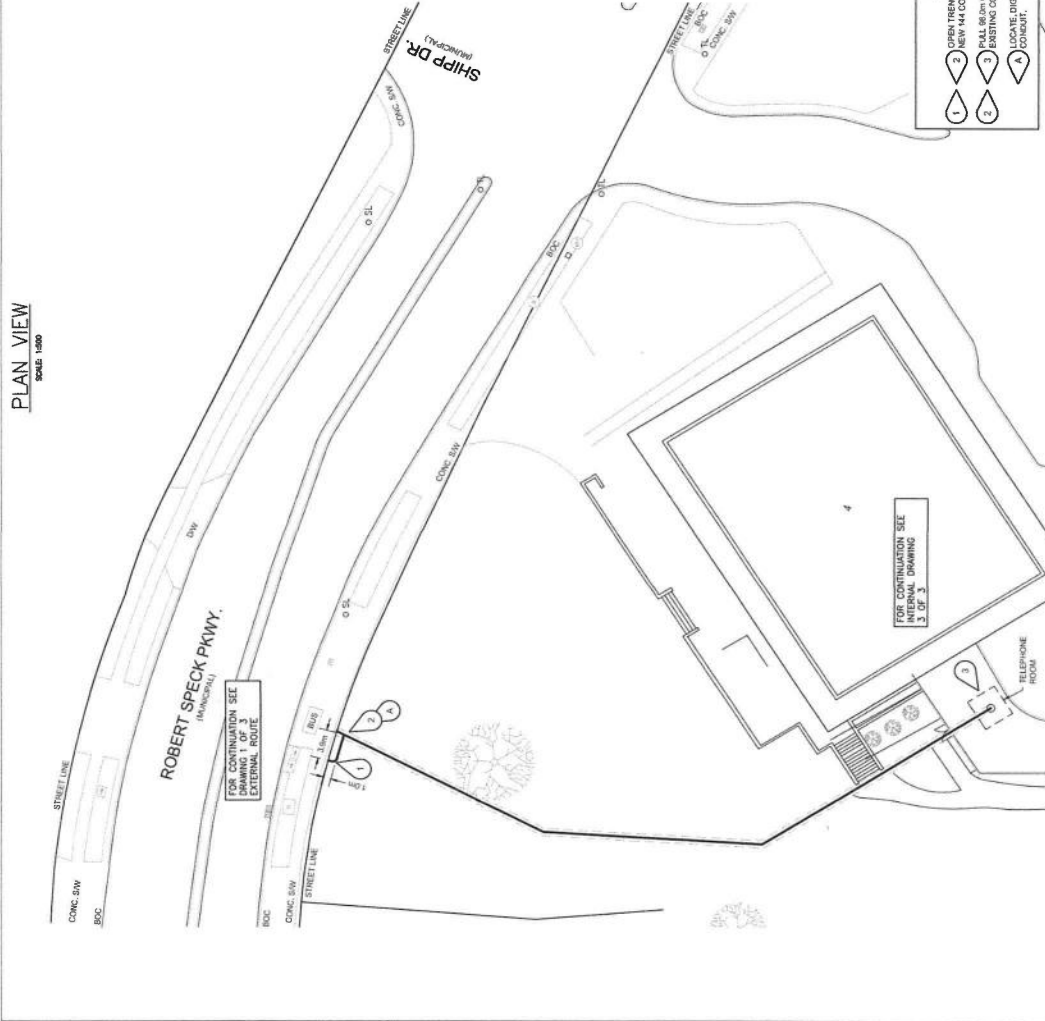
ALERTS
ELECTRICAL
MECHANICAL
PLUMBING
TELEPHONE
CABLE

TELUS PROJECT # _____
PROJECT NAME: _____
PROJECT ADDRESS: _____
PROJECT CITY: _____
PROJECT STATE: _____
PROJECT ZIP: _____

DATE: 03/20/19
DRAWN BY: _____
CHECKED BY: _____
SCALE: _____
SHEET # 1

DECEMBER 2019

PLAN VIEW
SCALE 1:500



ECOCOM INC.
CUSTOMER CARE TEAM
609 WASHINGTON ST #8
DORCHESTER MA 01918
TEL: 781-326-4700
FAX: 781-326-4600

- NOTE:**
1. INTERNAL CONDUITS AT 1.0m DEEP UNDER PARAWALKS (UNLESS OTHERWISE STATED ON THE DRAWINGS)
 2. ALL TRENCH/HORIZONTAL WITHIN 1.0m OF ANY EXISTING UTILITY
 3. MAINTAIN MINIMUM HORIZONTAL CLEARANCE OF 0.6m
 4. WORK TRENCH PLACE BEHIND HYDRANTS SHOULD MAINTAIN A MIN. HORIZONTAL CLEARANCE OF 1.0m FROM EDGE OF TRENCH OR BORE TO EDGE OF TRENCH WORK TRENCH PLACE BETWEEN HYDRANT AND HYDRANT
 5. TREE PROTECTION TO BE IN PLACE WHERE REQUIRED
 6. CONDUIT SHALL BE PLACED AT 0.6m (MIN.) CLEARANCE BELOW THE CITY HYDRANT LEAD. CLEARANCE AS NOTED IN APPENDIX 'D' FOR THE IMPACTED UTILITY.
 7. REFER TO GENERAL NOTES FOR REQUIREMENT WHEN CROSSING UTILITIES AND SUBURBAN RESTORATION.

CONSTRUCTION NOTES

1. NEW 48 CONDUIT WITH NEW JERSEY PIPE CONDUIT WITH NEW 48 CONDUIT WITH NEW JERSEY PIPE CONDUIT
2. NEW 48 CONDUIT WITH NEW JERSEY PIPE CONDUIT
3. EXISTING OPTIC CABLE THROUGH EXISTING COMMUNICATION CONDUIT
4. LOCATE 600 GP. EXPOSE. AND PLY INTO EXISTING COMMUNICATION CONDUIT.



DESCRIPTION	QUANTITY
1.0m DEEP UNDER PARAWALKS (UNLESS OTHERWISE STATED ON THE DRAWINGS)	4.0m
ALL TRENCH/HORIZONTAL WITHIN 1.0m OF ANY EXISTING UTILITY	8.0m
MAINTAIN MINIMUM HORIZONTAL CLEARANCE OF 0.6m	8.0m
WORK TRENCH PLACE BEHIND HYDRANTS SHOULD MAINTAIN A MIN. HORIZONTAL CLEARANCE OF 1.0m FROM EDGE OF TRENCH OR BORE TO EDGE OF TRENCH WORK TRENCH PLACE BETWEEN HYDRANT AND HYDRANT	8.0m
TREE PROTECTION TO BE IN PLACE WHERE REQUIRED	8.0m
CONDUIT SHALL BE PLACED AT 0.6m (MIN.) CLEARANCE BELOW THE CITY HYDRANT LEAD. CLEARANCE AS NOTED IN APPENDIX 'D' FOR THE IMPACTED UTILITY.	8.0m
REFER TO GENERAL NOTES FOR REQUIREMENT WHEN CROSSING UTILITIES AND SUBURBAN RESTORATION.	8.0m

TECHNICAL CONTACTS

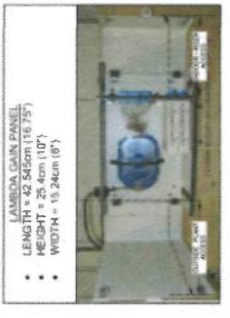
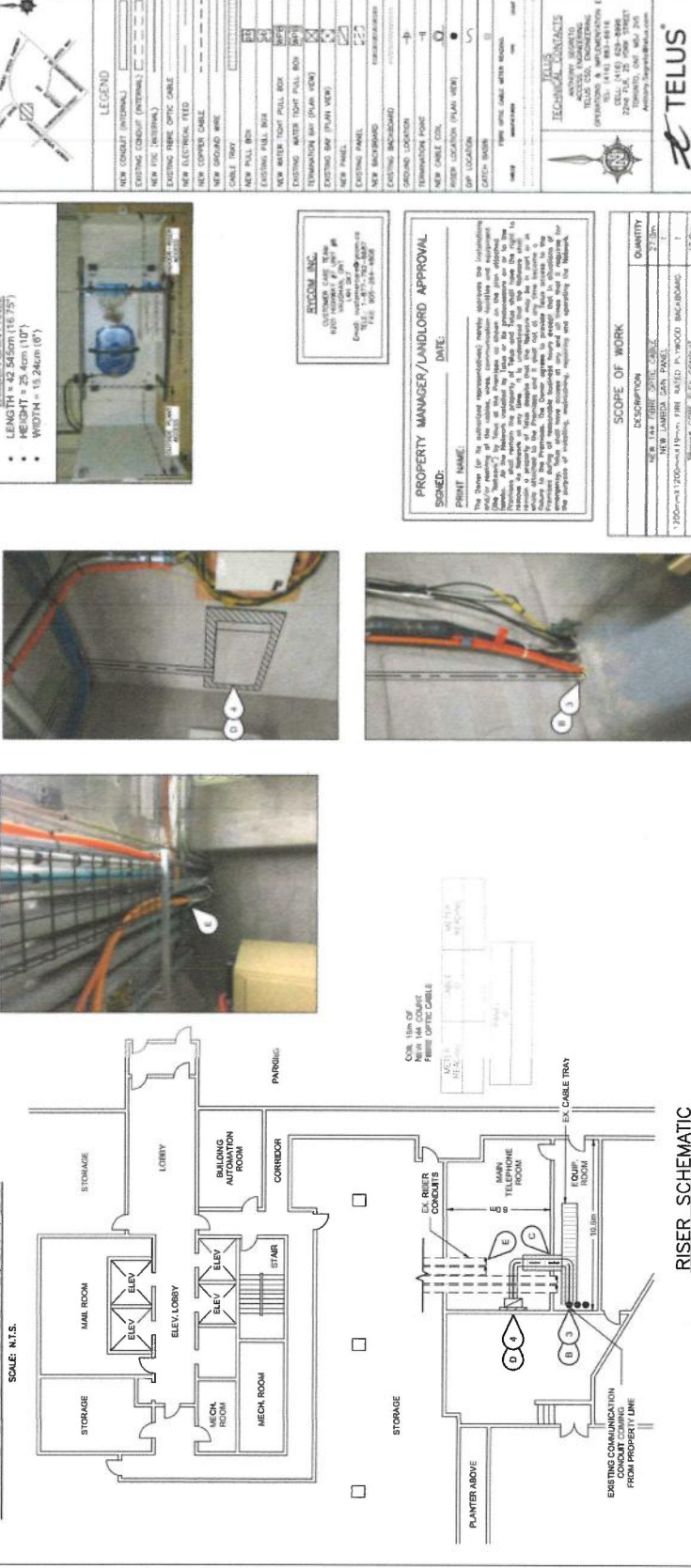
TELUS COMMUNICATIONS
1111 DUNDAS ST. W. TORONTO, ONT. M6H 1S8
TEL: (416) 853-5818
22nd Fl., 25 YORK STREET
TORONTO, ONT. M2H 2P5
Toronto@telus.net

PERMITS/CONSTRUCTION ROUTE
ROBERT SPECK PKWY

DATE: 03/23/19
SHEET NO: 1
SITE PLAN
SCALE: 1:500

PARTIAL LOWER LEVEL FLOOR PLAN

SCALE: N.T.S.



SIEMENS

CUSTOMER CARE CENTER
 10000 W. 16th Ave., Suite 100
 Golden, CO 80401
 Phone: 303.440.1200
 Fax: 303.440.1201

PROPERTY MANAGER/LANDLORD APPROVAL

DATE: _____

FRUIT NAME: _____

The Owner, for its authorized representatives, hereby approves the Installation (the "Installation") by the Contractor (the "Contractor") to install and terminate the Fiber Optic Cable (the "Fiber Optic Cable") in the Building (the "Building") as shown on the attached drawings. The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The Contractor shall be responsible for the safety of the Installation and shall indemnify and hold the Owner harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the Installation. This approval is given on the condition that the Contractor shall be responsible for the safety of the Installation and shall indemnify and hold the Owner harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the Installation.

SCOPE OF WORK

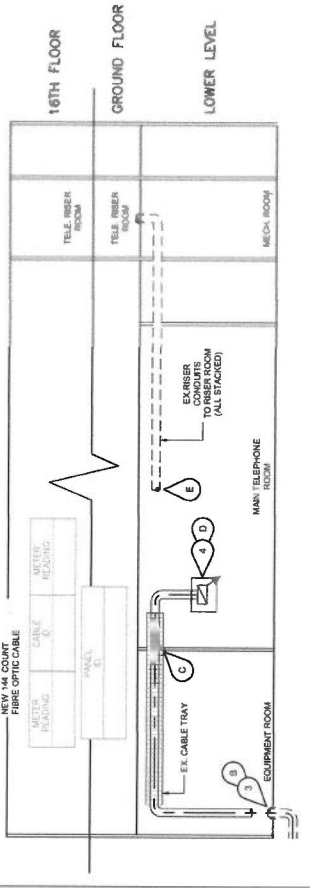
DESCRIPTION	QUANTITY
NEW LAMBDA GAIN PANEL	2 (2)
NEW 1/2" x 1/2" x 1/2" FIBER RATED P. 10000 BACKBOARD	1
INSTALL CORE FIBER CONDUIT	13.2m

CONSTRUCTION NOTES

- INSTALL 1/2" x 1/2" x 1/2" CORE FIBER CONDUIT WITH NEW 1/2" x 1/2" x 1/2" FIBER RATED P. 10000 BACKBOARD.
- EXISTING CONDUIT BENEATH POOR WATER SEAL UPON COMPLETION.
- EXISTING WALL OPENING LOCATION.
- INSTALL NEW LAMBDA GAIN PANEL ON NEW 10000 BACKBOARD WITH FIBER RATED P. 10000 BACKBOARD.
- EX. RESEAL LOCATION.

GENERAL NOTE

ALL WORK TO BE COMPLETED IN ACCORDANCE WITH TIA/EIA 606 LOCAL CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE INSTALLATION AND SHALL INDEMNIFY AND HOLD THE OWNER HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE INSTALLATION.



TECHNICAL CONTACTS

TELUS

OPERATIONS & MAINTENANCE
 2200 P.L. 25 2000 STREET
 WASHINGTON, DC 20004

PRIME/CONSTRUCTION/INSIDE ROJE

ROBERT SPECK PKWY

REC 03/2019

INTERNAL

DATE: 08/11/2019

SCALE: AS SHOWN

3 OF 3

SCHEDULE "B"

CO-LOCATION

In this Schedule "B" the following definitions apply:

"Co-location": a sharing of space resulting from a relocation permitted by this Schedule "B" of Related Party Equipment or Communications Equipment.

"Combined Area": the total floor area occupied by the Deemed Area or the Related Party Space after a Co-location.

"Corporate Change": a corporate reorganization, amalgamation, merger, acquisition, divestiture or other corporate asset change, structural or organizational change involving the Licensee or a Related TLA Party where the change becomes effective after the date of this Agreement and the Related TLA Party is an Affiliate of, becomes an Affiliate of, or is merged or amalgamated with the Licensee.

"Minimum Area": the minimum area upon which the annual License Fee is based under this Agreement, or upon which the TLA Fee is based if, in either case, the actual floor area of the Deemed Area or the Related Party Space is less than the minimum area.

"POP Room Equipment": cabinets, racks electronic equipment, panels and other equipment intended to provide telecommunications services to tenants and occupants of the Building.

"Related Party Equipment": POP Room Equipment owned by a Related TLA Party and installed in Related Party Space.

"Related Party Space": space leased or licensed to a Related TLA Party to house Related Party Equipment.

"Related TLA Party": a corporation, other than the Licensee, that is bound by a TLA and is involved in a Corporate Change.

"TLA" an agreement with the Licensor, or the Owner(s) under which a licensee or tenant is permitted to operate or install POP Room Equipment in a Related Party Space.

"TLA Fee": the annual minimum or basic license fee payable under a TLA.

If, as the result of a Corporate Change, the Licensee determines that the Communications Equipment, or that Related Party Equipment is redundant, then the Licensee, on at least thirty (30) days notice to the Licensor may:

- (a) at its cost relocate the Communications Equipment to the Related Party Space, or permit the Related TLA Party to relocate its Related Party Equipment to the Deemed Area;

- (b) terminate this Agreement; or
- (c) if the Licensee has become the licensee or tenant under the TLA, terminate the TLA between the Licensor and the Related TLA Party.

If a Co-location occurs, all costs reasonably incurred by the Licensor to alter the Building space, facilities or equipment to accommodate the Co-location will be recoverable by the Licensor as Recoverable Costs. The Deemed Area or the Related Party Space will only be increased in size or reconfigured if appropriate space is available in the Building. On the occurrence of a Co-location, the Licensee will no longer have any right to occupy the Deemed Area, unless the Related TLA Party gives up its right to occupy the Related Party Space.

On the first day of the month following the month in which a Co-location occurs, the License Fee may, at the Licensor's option, be adjusted as follows:

- (i) if the both the License Fee and the TLA Fee are based on Minimum Areas, and the Combined Area is sixty (60) square feet or less, the License Fee will be increased so that it is based on sixty (60) square feet but so long as the TLA Fee, based on the Minimum Area under the Related TLA Party continues to be paid it will be credited against that License Fee;
- (ii) if Related Party Equipment is relocated to the Deemed Area and the Combined Area is greater than sixty (60) square feet, then the Combined Area may be reduced by thirty (30) square feet for the calculation of the License Fee, so as long as the Related TLA Party pays a TLA Fee based on at least thirty (30) square feet; or
- (iii) if the Communications Equipment is relocated to the Related Party Space and the Combined Area is greater than sixty (60) square feet, then the License Fee will be calculated on only thirty (30) square feet as long as the TLA Fee is calculated and paid based on the Combined Area less thirty (30) square feet.

If this Agreement is terminated or the TLA with the Related TLA Party is terminated, then the License Fee or the TLA Fee, as the case may be, will be adjusted if necessary so that it is calculated on at least sixty (60) square feet.

SCHEDULE "C"
CONNECTING EQUIPMENT

"Intentionally Blank"

SCHEDULE "D"

RECOVERABLE COSTS

The Recoverable Costs are the costs of:

- (a) architectural, mechanical and electrical consulting fees to provide or review architectural, electrical and heating, ventilating and air-conditioning design for construction of additional main terminal room or point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of the Licensee's Equipment;
- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Licensee's requirements;
- (c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for the Licensee's Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;
- (d) 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) construction for 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) any other reasonable costs of facilitating the initial set up of the Licensee's operations within the Building; and
- (g) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 7(a).

INDEX

<u>Section</u>	<u>Page No.</u>
Information Page	2
1. Definitions.....	3
2. Grant	6
3. Fees	8
4. Term - Option to Renew	8
5. Use	8
6. Electric Utilities	9
7. Construction.....	9
8. Covenants.....	10
9. Access	13
10. Insurance	14
11. Release by Licensee	15
12. Release by Licensor	16
13. Liens.....	16
14. Consequential Damages - Expanded Meanings - Agency and Trust.....	17
15. Assumption of Responsibility and Control.....	17
16. Assignment, Sublicensing, Encumbering, Sharing of Space and Equipment by the Licensee	17
17. Hazardous Materials	18
18. Events of Default - Termination Remedies	18
19. Restoration Obligations	19
20. Licensor's Alterations	20
21. Notices	20
22. Licensee's Equipment to Remain Personal Property.....	21
23. License Only	21
24. Limitation of Liability.....	21
25. Specific Termination Rights	21
26. Estoppel Certificates	22
27. Licensor's Authority.....	Error! Bookmark not defined.
28. Several Obligations - Non-Recourse	22
29. Entire Agreement.....	22
30. Licensee's Representation	22
31. Force Majeure	22
32. Implied Waivers.....	23
33. Severability	23
34. Governing Law	23
35. Authorities of Action.....	24

SCHEDULE "A" DEEMED AREA
SCHEDULE "B" CO-LOCATION
SCHEDULE "C" CONNECTING EQUIPMENT
SCHEDULE "D" RECOVERABLE COSTS

Site Review. CMT-00183

Colliers – 4 Robert Speck Pkwy – TELUS Fibre POP

Customer:
 TELUS Communications Inc.
 PO Box 1830
 Edmonton, AB
 T5J 2P2
 ATT: Joanne Gauthier
 E-mail: Joanne.Gauthier@telus.com

Site Information:
 Colliers
 4 Robert Speck Pkwy
 Mississauga, ON
 L4Z 1S1

PARTICIPANTS OF SITE REVIEW & ACCESS TICKET:

RYCOM Customer Care Issued Access Ticket Number:

CRQ000000120459

RYCOM and participants listed below attended the site review dated on Wednesday, January 15, 2020:

Full Name & Company Name	E-mail Address	Contact Number
Cherag Tarapore, (RYCOM)	Cherag.tarapore@rycom.com	416-721-1329
Karie Williams, (Sentrexco)		
Prashant Patel, (TELUS)		
Many Costa, (Colliers)		

INTENTION OF WORK:

RYCOM has interpreted this site review to reflect the following intended scope of work:

The Service Provider known as TELUS Communications has proposed to install a new fibre Point of Presence (POP) at 4 Robert Speck Parkway. This new service will provide an alternative option to the tenants within the property for voice and data services.

For TELUS Communications to provide these services, they have proposed to perform the following scope of work:

- Open trench and install new 2” HDPE conduit from their existing man well on the Robert Speck Pkwy to the existing building entrance conduits (see pg 5).
- Install a new 144 strand SM outdoor rated fibre cable from the existing man well through new conduit, through existing entrance conduit to the main telephone room.
- Install new fire-rated plywood back board in the main telephone room.
- Install a new fibre panel on the new plywood backboard and terminate new 144 strand SM outdoor rated fibre.

Typically, Service Providers use single or multiple contractors to have work completed within buildings. Throughout this site review report, comments directed towards the Service Providers should be brought forth to their contractors. It will be the Service Providers Responsibility to ensure all work is done in accordance to meet codes, standards, and the Authorities Having Jurisdiction (AHJ).

Site Review. CMT-00183**Colliers – 4 Robert Speck Pkwy – TELUS Fibre POP****RYCOM COMMENTS & RECOMMENDATIONS:**

RYCOM would like to make the following comments & recommendations regarding this site review:

- 1) **RYCOM COMMENT** – RYCOM recommends that the Service Provider and their contractors review the properties Construction Manual prior to installation.
- 2) **LANDLORD REQUIREMENT** – The Service Provider may be required to enter into a new Telecommunications License Agreement (TLA) or revise their current TLA with the landlord prior to installing these services into the building. The Service Provider will need to consult with the landlord prior to proceeding with the installation.
- 3) **RYCOM COMMENT** – All noisy work (e.g. coring or drilling) must be coordinated with building operations in order to minimize the potential for disruption.
- 4) **RYCOM COMMENT** – Should existing infrastructure or services be damaged or disrupted within the property as a result of executing the proposed scope of work, the Service Provider will be held solely responsible for the costs associated with the rectification / replacement of the damaged infrastructure.
- 5) **RYCOM COMMENT** - All the Service Provider's infrastructure shall be labeled. At a minimum, the labeling shall contain the Service Providers name and be placed within 15' intervals. Labeling shall be placed on either side of walls where conduit/cable penetrates through. Increasing labeling accuracy is of high importance to the property. RYCOM recommends the label contain the name and service number for the service provider and both the originating and destination locations of the cabling/conduit.
- 6) **RYCOM COMMENT** – All cabling must contain a minimum FT6 fire rating with any penetrations made through fire separation walls fire stopped. It's the Service Providers responsibility to ensure that firestopping is replaced regardless if any firestopping existed prior to the installation of the Service Provider's infrastructure.
- 7) **RYCOM COMMENT** – Any new plywood backboards that are installed must be fire rated.
- 8) **RYCOM COMMENT** – The Service Provider is to safely cordon off all work areas to ensure that the public will not be at risk from the proposed outdoor work related to this project.
- 9) **RYCOM COMMENT** – It will be the responsibility of the Service Provider to ensure that the landscaping, asphalt and sidewalk is returned to its original state right after the work has been completed. The landlord will have final say on the acceptance of any outdoor work completed as a result of this project.
- 10) **RYCOM COMMENT** – The Service Provider/Contractor will be required to provide a construction schedule to the landlord and RYCOM at least one week in advance of the proposed project start date in order to ensure that operations have adequate notification to prepare for the installation and advise their tenants.
- 11) **RYCOM COMMENT** - Technicians shall try to the best of their abilities to keep the cabling running to one side of the vertical riser space and try to use the same vertically stacked core hole all the way up the riser system.
- 12) **RYCOM COMMENT** – Cabling must be supported independent of existing cabling/conduit/threaded rod. Securing conduits or cabling to tenant cabling; tray or conduit will not be permitted as this could void the

Site Review. CMT-00183

Colliers – 4 Robert Speck Pkwy – TELUS Fibre POP

warranty on tenant’s network cabling. Tie wrapping to existing pencil rod, sprinkler pipes, conduit and suspended ceiling hangers is not an acceptable means of securing the cable.

- 13) **RYCOM COMMENT** - The service provider will be responsible to pay for all landlord administration/building operations costs related to the project where applicable.
- 14) **RYCOM COMMENT** – The Service Provider will be required to provide an “as-built” drawing upon completion. This drawing must show all wall penetrations, conduit and junction box size and pathways, cable quantities, cable strand counts, and types of cable installed on site along with all new equipment locations.
- 15) **LANDLORD REQUIREMENT** – The Landlord’s Operations team will have the final review and approval of the proposed scope of work. Work shall not proceed until the Landlord has given their approval.

DOCUMENT TRACKING:

The following indicates additional documents that pertain to this site review:

File Name	Produced By:	RYCOM Reviewed Date	Means of Transmittal
19TL09061-INT (4 Robert Speck Pkwy.)	TELUS	January 10, 2020	Attached In PDF

Site Review. CMT-00183
Colliers – 4 Robert Speck Pkwy – TELUS Fibre POP

ACCEPTANCE:

	RYCOM has completed a Site Review and is taking acceptance of the work and / or design based on our findings. It's the Participants responsibility to review the requirements and comments as listed within this report and include them within their scope or work. (ACCEPTED)
✓	RYCOM has reviewed the site and has made recommendations / comments in the comments section that must be reviewed. The contractor is to provide in writing to RYCOM that they will follow our recommendations prior to the work being carried out. (RYCOM ACCEPTED WITH RECOMMENDATIONS)
	RYCOM recommends that additional site reviews are conducted throughout multiple phases within this project to ensure the work is carried out to meet current Building and Landlord codes and standards. RYCOM has set rates for this activity that can be provided. (ADDITIONAL SITE REVIEWS RECOMMENDED)
	RYCOM has completed the site review and does not take acceptance of the scope of work to take place; it doesn't comply with the managed building riser policies, procedures and/or cabling standards that have been set forth. Please see comments sections indicating the issues RYCOM has found. (ACCEPTANCE NOT GRANTED)

RYCOM CABLING STANDARDS:

Building Risers: Copper and or Fibre Cabling

- Cables installed in building's riser system must contain an FT6 fire rating
- Cables must be properly supported and 'strain relieved'.
- Cables must be labeled on either end and in every riser room.
- Cables must be properly dressed.
- Contractors must replenish the firestopping in the riser sleeves that are used to route the cable, regardless of the previous condition of the firestopping.

Building Floor Space: Copper and or Fibre

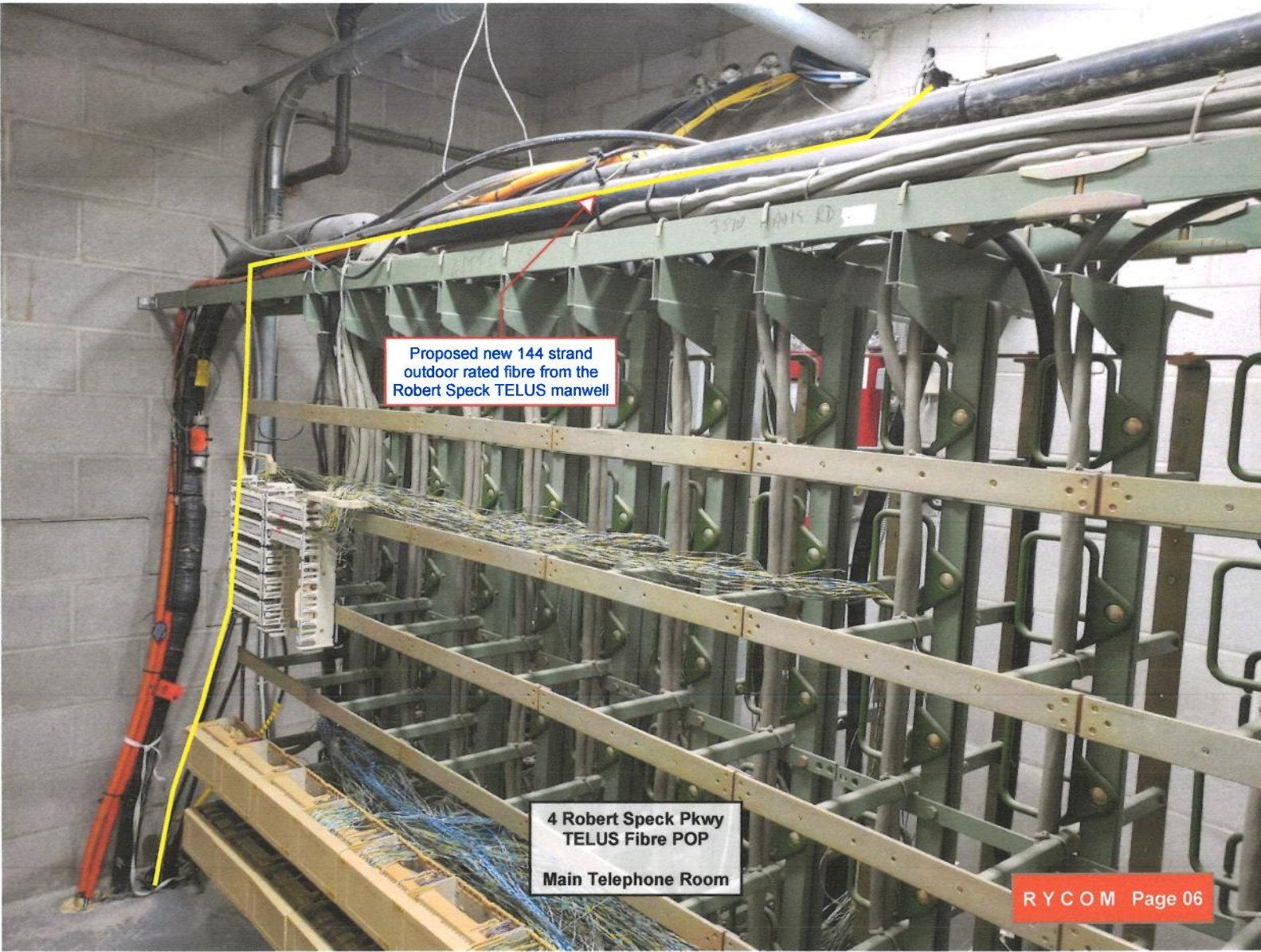
- Cables installed in the building's horizontal ceiling space must be plenum rated FT6, regardless if the space is plenum or not.
- Cables must be routed in conduit, cable trays and/or J-hooks. Running cables over the ceiling tiles and light fixtures is not acceptable.
- Cables must be properly dressed and provide a neat appearance. Neatness of an installation shall be determined by RYCOM.
- FT4 rated cables can be used provided they are in EMT or Ridged conduit.
- FT6 rated innerduct shall only have FT6 rated cabling installed. FT4 cabling shall not be permitted to be installed in a FT6 rated innerduct.

4 Robert Speck Pkwy
TELUS Fibre POP

Robert Speck Pkwy

Approximate location of where
TELUS will "Y" into existing
building entrance conduit

Open trench and install new
2" HDPE conduit with new
144 strand SM outdoor fibre



Proposed new 144 strand outdoor rated fibre from the Robert Speck TELUS manwell

4 Robert Speck Pkwy
TELUS Fibre POP
Main Telephone Room



Proposed new 144 strand outdoor rated fibre from the Robert Speck TELUS manwell

New fire-rated plywood backboard

Proposed new fibre panel

4 Robert Speck Pkwy
TELUS Fibre POP
Main Telephone Room



**TELUS
TECH-NICA CONTACTS**
 ANTHONY SEGRETO
 NETWORK DEVELOPMENT PLANNING
 MANAGER
 TELUS COMMUNICATIONS INC
 25 YORK STREET
 22ND FLOOR
 TORONTO ON M5J 2V5
 TEL: (416) 883-6616
 CELL: (416) 629-8996

HYDRO PERMIT #: _____
 CITY URLE #: _____
 CITY PERMIT #: _____
 CONTRACTOR: SENTREX COMMUNICATIONS INC.
 CONTRACTOR PROJECT #: 19109061
 FIELD AS-CONSTRUCT DATE: _____
 RECORD AS-CONSTRUCT DATE: _____
 UTILITY REFERENCE #: _____

Site Name 4 ROBERT SPECK PKWY, MISSISSAUGA, ONTARIO

Drawing List

Site Specific Drawings	Sheet Number
DRAWING A - KEY MAP	A
DRAWING B - GENERAL NOTES AND LEGEND	B
DRAWING C - TYPICAL UNDERGROUND DETAILS	C
DRAWING D - SPLICE SCHEMATIC	D
BURIED DRAWING	1
SITE DRAWING	2
INTERNAL DRAWING	3

TELUS
sci
 25 Milliken Drive
 Mississauga, Ontario, L4X 1L7
 Tel: (416) 742-2400
 Fax: (416) 742-2400
 www.telus.com

PERMITS APPLIED FOR:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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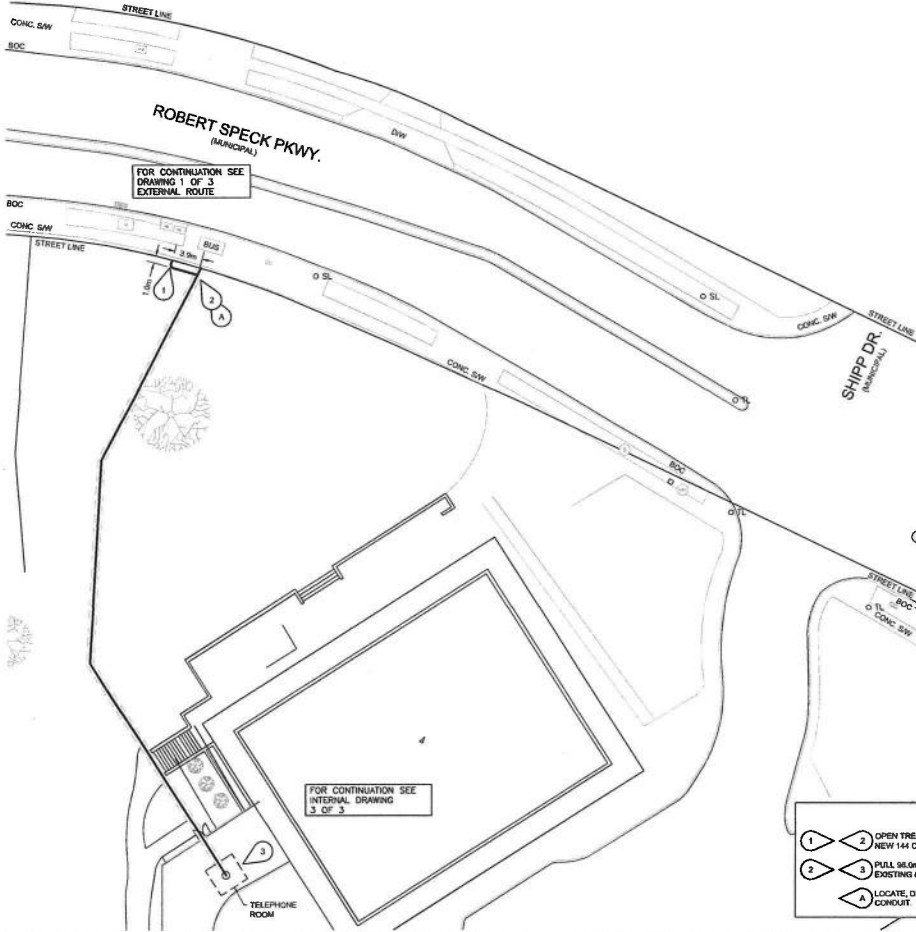
1 11/20/19 DRAWING ESTABLISHED A2
 No. 1016 RECORD 301

PERMIT/CONSTRUCTION/INTERNAL ROUTE

4 ROBERT SPECK PKWY SHEET # 1
 DEC. 03/2019
 19109061

DECEMBER 2019

PLAN VIEW
SCALE: 1:800



RYCOM INC.
CUSTOMER CARE TEAM
6201 HIGHWAY #7 UNIT #8
MIDLAND, ONT
L4R 0E7
Email: customer@rycom.com
TEL: 1-877-792-5587
FAX: 905-324-8008

- NOTE:**
1. INSTALL CONDUITS AT 1.0m DEEP UNDER ROADWAYS AND 1.0m DEEP UNDER BOULEVARDS AND DRIVEWAYS (UNLESS OTHERWISE STATED ON THE DRAWINGS)
 2. OPEN TRENCH/TRENCHES WITHIN 1.0m OF ANY EXISTING UTILITY
 3. MAINTAIN MINIMUM HORIZONTAL CLEARANCE OF 0.6m FROM ALL UTILITY STRUCTURES
 4. WORK TAKING PLACE BEHIND HYDRANTS SHOULD MAINTAIN A MIN. HORIZONTAL CLEARANCE OF 1.5m FROM EDGE OF TRENCH OR BORE TO EDGE OF HYDRANT. WORK TAKING PLACE BETWEEN HYDRANT AND CONNECTION WATER MAIN (HYDRANT LEAD) SHOULD MAINTAIN A MIN. HORIZONTAL CLEARANCE OF 1.0m FROM EDGE OF PROPOSED WORK TO EDGE OF HYDRANT. WHEN THE UNDISTURBED GROUND CLEARANCE IS LESS THAN THE MIN., HYDRANTS ARE TO BE TIED TO THE MAIN BY CITY FORCES AT THE APPLICANT'S EXPENSE PRIOR TO EXCAVATION.
 5. TREE PROTECTION TO BE IN PLACE WHERE REQUIRED WHEN PLACING CONDUIT IN FRONT OF HYDRANT. THE CONDUIT SHALL BE PLACED AT 0.4m(16") CLEARANCE BELOW THE CITY HYDRANT LEAD.
 6. MAINTAIN VERTICAL CLEARANCE (CLEARANCE AS NOTED IN APPENDIX "O" PER THE IMPACTED UTILITY)
 7. REFER TO GENERAL NOTES FOR REQUIREMENT WHEN CROSSING UTILITIES AND SIDEWALK RESTORATION.

NOTE:
THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND ABOVE GROUND UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN AS EXACT. THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

- CONSTRUCTION NOTES**
1. OPEN TRENCH 4.5m AND INSTALL NEW 50mm HOPE CONDUIT WITH NEW 144 COUNT FIBRE OPTIC CABLE AND TRACER WIRE.
 2. PULL 96.0m OF NEW 144 COUNT FIBRE OPTIC CABLE THROUGH EXISTING COMMUNICATION CONDUIT.
 3. LOCATE, DIG UP, EXPOSE, AND "Y" INTO EXISTING COMMUNICATION CONDUIT.

KEY MAP (P.13)

ITEM NO.	DESCRIPTION	QUANTITY
1	CONCRETE SIDEWALK RESTORATION	1.0m
2	CONCRETE SIDEWALK RESTORATION	1.0m
3	CONCRETE SIDEWALK RESTORATION	1.0m
4	CONCRETE SIDEWALK RESTORATION	1.0m
5	CONCRETE SIDEWALK RESTORATION	1.0m
6	CONCRETE SIDEWALK RESTORATION	1.0m
7	CONCRETE SIDEWALK RESTORATION	1.0m
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10	CONCRETE SIDEWALK RESTORATION	1.0m
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14	CONCRETE SIDEWALK RESTORATION	1.0m
15	CONCRETE SIDEWALK RESTORATION	1.0m
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47	CONCRETE SIDEWALK RESTORATION	1.0m
48	CONCRETE SIDEWALK RESTORATION	1.0m
49	CONCRETE SIDEWALK RESTORATION	1.0m
50	CONCRETE SIDEWALK RESTORATION	1.0m

TELUS TECHNICAL CONTACTS
ANTHONY SEBASTO
ACCESS ENGINEERING
TELUS CSO, ENGINEERING
OPERATIONS & INFRASTRUCTURE
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TORONTO, ONT. M5J 2Y5
Anthony.Sebasto@telus.com

TELUS

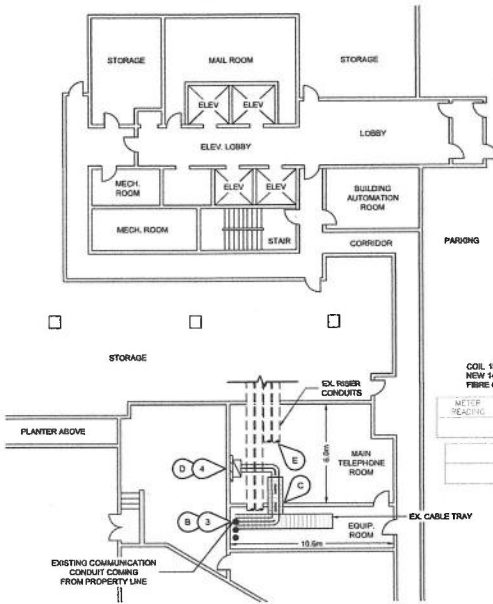
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PERMITS APPLIED FOR:
CITY OF MISSISSAUGA

PERMIT/CONSTRUCTION/INTERNAL ROUTE
4 ROBERT SPECK PKWY
DATE: DEC. 03/2019
DRAWN BY: 1171000051
SITE PLAN
PAGE 2 OF 3

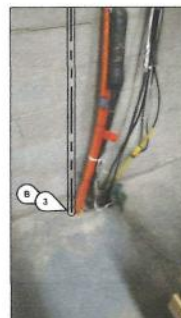
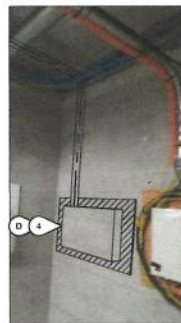
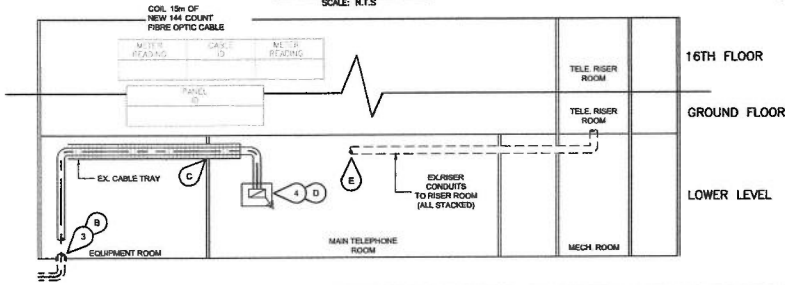
PARTIAL LOWER LEVEL FLOOR PLAN

SCALE: N.T.S.



RISER SCHEMATIC

SCALE: N.T.S.



LAMBDA GAIN PANEL
 • LENGTH = 42.545cm (16.75")
 • HEIGHT = 25.4cm (10")
 • WIDTH = 15.24cm (6")

RYCOM INC.
 CUSTOMER CARE TEAM
 6201 HIGHWAY #7 UNIT #8
 WILLOWDALE, ONT
 L4H 0K7
 Email: customercare@rycom.com
 TEL: 1-877-782-8887
 FAX: 905-324-4000

PROPERTY MANAGER/LANDLORD APPROVAL
 SIGN: _____ DATE: _____
 PRINT NAME: _____
 The Owner for its authorized representative hereby approves the installation and/or reworking of the cables, wires, communication facilities and equipment (the "Network") by Telus or its contractors on or to the Premises... (text continues)

SCOPE OF WORK	
DESCRIPTION	QUANTITY
NEW 144 FIBRE OPTIC CABLE	27.0m
NEW LAMBDA GAIN PANEL	1
1200mmx1200mmx120mm FIRE RATED PLYWOOD BACKBOARD	1
38mm CORE FLEX CONDUIT	12.0m

CONSTRUCTION NOTES

- 3 INSTALL 12.0m OF NEW 38mm CORE FLEX CONDUIT WITH NEW 144 COUNT FIBRE OPTIC CABLE IN EXISTING CABLE TRAY.
- 4 EXISTING CONDUIT ENTRY POINT. WATER SEAL UPON COMPLETION.
- B EXISTING WALL OPENING LOCATION.
- C EXISTING WALL OPENING LOCATION.
- D INSTALL NEW LAMBDA GAIN PANEL ON NEW 1200mmx1200mmx120mm FIRE RATED PLYWOOD BACKBOARD.
- E EX. RISER LOCATION

GENERAL NOTE
 -ALL DIMENSIONS TO BE SITE VERIFIED.
 -ALL WORK TO BE PERFORMED IN ACCORDANCE WITH TELUS SPECIFICATIONS, LOCAL CODES AND DRAWING.
 -TELU'S FIBRE OPTIC TECHNICIANS MUST BE PRESENT TO SUPERVISE THE PULLING AND TERTIARYING OF THE FIBRE OPTIC CABLE.
 -ALL DUCT BENDS MUST BE SWEEPING 90°.
 -MINIMUM BENDING RADIUS OF FIBRE OPTIC CABLE IS 15X THE DIAMETER OF THE CABLE.
 -SPOOL WRAP AND TAG ALL EXPOSED CABLE.
 -REPLACE ALL FIRE STOPPS AND SEAL AS REQUIRED.
 -FOAM SEAL ALL DUCTS AT BUILDING AND/OR MANHOLE ENTRY POINTS



LEGEND

NEW CONDUIT (INTERNAL)	---
EXISTING CONDUIT (INTERNAL)	---
NEW FOC (INTERNAL)	---
EXISTING FIBRE OPTIC CABLE	---
NEW ELECTRICAL FEED	---
NEW COPPER WIRE	---
NEW GROUND WIRE	---
CABLE TRAY	---
NEW PULL BOX	□
EXISTING PULL BOX	□
NEW WATER TIGHT PULL BOX	□
EXISTING WATER TIGHT PULL BOX	□
TERMINATION SHY (PLAN VIEW)	○
EXISTING SHY (PLAN VIEW)	○
NEW PANEL	□
EXISTING PANEL	□
NEW BACKBOARD	---
EXISTING BACKBOARD	---
GROUND LOCATION	→
TERMINATION POINT	→
NEW CABLE COIL	○
RISER LOCATION (PLAN VIEW)	○
CP LOCATION	○
CATCH BASIN	○

TELUS TECHNICAL CONTACTS
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 TELUS CO., ENGINEERING
 OPERATIONS & IMPLEMENTATION E
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 2004 FUL, 22 YORK STREET
 TORONTO, ONT, M5J 2Y5
 Anthony.Segreto@telus.com



PERMITS APPLIED FOR:		CITY OF MISSISSAUGA	
PL. 20	PL. 20	PL. 20	PL. 20
PL. 20	PL. 20	PL. 20	PL. 20

1 11/26/18 DRAWING ESTABLISHED
 4 ROBERT SPECK PKWY
 DEC. 03/2019
 INTERNAL
 187000001
 3 OF 3