

## SITE ACCESS LICENSE AGREEMENT

THE LICENSE dated March 14, 2014 governed by and construed under the laws of the Province of Ontario

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

**AND**

**METCALFE REALTY COMPANY LIMITED (the "Licensor")**

**FOR**

**14 COURTHOUSE AVENUE (the "Building")**

**WHEREAS:**

- A. *Metcalfe Realty Company Limited* is the registered owner of the property known as *14 Courthouse Avenue, Brockville, Ontario (the "Building")*, legally described in **Schedule "A"** including the Building and all improvements located thereon and the surrounding Lands owned by the Licensor, including all easements and right of ways in favor of the Licensor; and
- B. *The Licensor grants to the Licensee the non-exclusive right to install and maintain certain fiber optic cable and such fixtures and attachments as necessary (collectively the "Equipment") to the Building* (collectively the areas of the Building affected by or containing such Equipment shall be referred to as the "**Licensed Area**") to provide high speed broadband telecommunications services and facilities, subject to the terms, conditions, and provisos conditional in this License Agreement.

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

### **1. TERM AND FEES**

*The Term ("Term") of the License shall be five (5) years and shall commence on the 1<sup>st</sup> day of April, 2014, (the "Commencement Date") and shall terminate the 31<sup>st</sup> day of March, 2019.*

*The Licensee shall pay to the Licensor an annual License Fee of one thousand, two hundred dollars (\$1,200.00) plus HST payable in advance in one lump sum payment on the Commencement Date, and thereafter on each anniversary of the Commencement Date of the herein License.*

In addition to the annual License Fee, the Licensee shall pay the Licensor any costs reasonably incurred by the Licensor for providing additional services in connection with the installation, maintenance, removal and operation of the Licensee's Equipment and Trade Fixtures (plus the cost of the Licensor's administrative fee of 15%). Such charges may include, without limitation, the fees charged by engineers, or other experts retained by the Licensor (including the Licensor's employees) for review and approval of plans, safety and security measures, escorted access, supervision, receiving, storing and handling of materials and articles, moving of materials and articles, removal of items or substances deposited or discharged on, in or about the Licensed Area or elsewhere in the Building as reasonably determined by the Licensor from time to time.

### **2. LICENSE**

The Licensor grants to the Licensee, its employees, contractors, agents or representatives;

- (a) the right to install and maintain certain fibre optic cable and such fixtures and attachments as necessary and to install a wall mount service distribution box in the Building (collectively the "**Equipment**") in accordance with the Plans and specifications found in **Schedule "B" and "B1"** attached hereto.
- (b) at the Licensee's sole expense, access to the Building and Licensed Area, and to those areas that contain the conduit and cabling connecting the Equipment for the installation, replacement, servicing, testing, connecting, disconnecting, operating, maintaining and repairing of the Equipment, cables or points of interconnection or any other fiber optic related activities that may be required from time to time subject to security procedures as required by the Licensor, and as amended by the Licensor from time to time. The Licensor will provide if necessary, at the Licensee's expense, access keys, swipe cards,

combinations, security escort, and such other security requirements of the Licensor that are necessary to accommodate such access, and in the case of an emergency the Licensee shall, at the Licensee's sole expense and subject to the Licensor's security procedures, have access to the Licensed Area including the Equipment, 24 hours a day, 365 days a year; and

- (c) the right to provide, on a non-exclusive basis and that for which it has been licensed, the communications services to tenants and occupants of the Building at their request and option, provided that the Licensor has approved in writing the cabling routes and areas of connection within the Building to such tenants and occupant's premises. Where possible such connections shall be through the Building's riser systems, common areas and communications room (s).

The foregoing rights shall be for the use and enjoyment of the Licensee, its' assignees, licensees and their respective employees, servants, contractors, subcontractors and agents pursuant to the License and any renewals thereof.

### **3. APPROVAL BY LICENSOR OF LICENSEE'S PLANS**

Prior to the initial installation of the said fibre optic cable or any related equipment, apparatus, fixtures or attachments and prior to any subsequent installation or modification, the Licensee shall submit to the Licensor for its written approval, detailed plans complete with installation notes and routing schematics.

Any of the Licensee's work that may affect the structure of the base operating systems of the Building may, at the Licensor's election with prior consultation and written approval from the Licensee, be completed by the Licensor and the Licensee shall reimburse the Licensor for any reasonable costs (plus the cost of the Licensor's administration fee of 15%) of completing the work. The Licensee shall also reimburse the Licensor for the fees charged by engineers or other experts retained by the Licensor (including the Licensor's employees), for review and approval of plans and specifications for any contemplated installation or work (plus the cost of the Licensor's administration fee of 15%).

The Licensee shall provide to the Licensor on an ongoing basis, a detailed inventory of all the cabling and equipment which the Licensee has installed in the Building.

### **4. TRADE FIXTURES**

Without limiting the generally or the foregoing, the fibre optic cable conduit and related Equipment provided by the Licensee within the Licensed Area will be deemed Trade Fixtures (the "Trade Fixtures"). Trade Fixtures will be for the exclusive use of the Licensee and will remain the property of the Licensee. All installation and maintenance of the said Trade Fixtures shall be carried out by the Licensee at its own expense and upon the termination of the License the Licensee shall be entitled to and shall remove same at its expense and, at the request of the Licensor and at the Licensee's expense, return any part of the Building affected by the installation of the said Trade Fixtures to its original condition as it existed before the commencement of this License, save and except for reasonable wear and tear.

The Licensee shall remove all unnecessary cabling and conduit upon termination of agreements with its customer(s) in the Building. If the Licensee fails to perform its obligations with respect to restoration or removal of cabling, then on not less than ten business days notice to the Licensee, the Licensor shall perform such obligation without liability to the Licensee for any loss or damage to the Licensee thereby incurred, and the Licensee shall pay the Licensor the cost thereof, plus 15% of such cost for overhead and supervision, within ten (10) business days of receipt of the Licensor's invoice therefor.

Should the said Trade Fixtures not be removed from the Building, then the Licensee shall transfer title to any such Trade Fixtures not removed from the Building to the Building Owner and take reasonable steps including, without limitation, execution of documentation necessary to evidence the transfer of ownership of the applicable Trade Fixtures to the Building Owner.

## **5. UTILITIES**

The Licensee shall be responsible for the payment of the power consumption for its Equipment if said power consumption exceeds \$100.00 per year. In such event and if required by the Licensor acting reasonably, the Licensee shall, at its expense install a hydro check meter for its exclusive use. Regular readings of the hydro check meter shall be made by the Licensor, and the Licensee shall be billed and shall pay for its hydro consumption at actual cost plus an administration fee of 15%.

## **6. MAINTENANCE AND REPAIRS**

Licensor shall repair the systems necessary for the proper operation of the Building provided that:

- (a) if all or part of such systems, facilities and equipment are destroyed, damaged or impaired, Licensor shall have a reasonable time in which to complete the necessary repair or replacement, and during that time shall be required only to maintain such services as are reasonably possible in the circumstances;
- (b) Licensor may temporarily discontinue such services or any of them at such times as may be necessary due to causes (except lack of funds) beyond the reasonable control of Licensor;
- (c) Licensor shall use reasonable diligence in carrying out its obligations under this Section, but shall not be liable under any circumstances for any consequential damage to any person or property for any failure to do so; and
- (d) no reduction or discontinuance of such services under this paragraph shall be construed as an eviction of Licensee or (except as specifically provided in this License) release Licensee from any obligations of Licensee under this License.

## **7. INTERFERENCE**

Should the fiber optic cable installation under the herein License cause an interference with the base Building operation of the Licensor or its Tenants then the Licensor will immediately inform the Licensee of such and the Licensee will promptly act to rectify the situation.

The Licensor agrees to use reasonable efforts to notify the Licensee if at any time it becomes aware of any occurrence or event which results in or could be expected to result in, interference with the operation of the Licensee's Trade Fixtures.

## **8. GOVERNMENT RELATIONS**

The Licensee shall comply, at its own expense, with all governmental laws, regulations and requirements pertaining to the installation contemplated in the herein License, the condition of the Equipment installed by or on behalf of the Licensee therein and the making by the Licensee of any repairs, changes or improvements therein;

- (i) to conduct and maintain its business and operations so as to comply in all respects with common law and with all present and future applicable federal, provincial, municipal, government or quasi-government laws, by-laws, rules, regulations, licenses, orders, guidelines, directives, permits, decisions or requirements concerning occupational or public health and safety or the environment and any order, injunction, declaration, notice or demand issued hereunder, (Environmental Laws);
- (ii) not to permit or suffer any substance which is hazardous or is prohibited, restricted, regulated or controlled under any Environmental Law to be present unless it has received the prior written consent of the Licensor.

The Licensee shall comply with and conform to all laws, by-laws, building codes, fire codes, legislative and regulatory requirements of any and all governmental authorities relating to the matters contemplated by the License including, but not limited to, the applicable rulings and decisions of the C.R.T.C. and regulations of Industry Canada.

**9. INSURANCE**

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

Comprehensive General Liability Insurance covering all of the Licensee’s business liabilities and shall include the Licensor as an additional insured. The Limit of Liability shall not be less than Five Million Dollars (\$5,000,000.00) inclusive in any one occurrence or series of occurrences arising out of one cause.

The policy shall contain at least the following coverage:

- (a) Bodily Injury and Property Damage including loss of use of property;
- (b) Personal Injury Liability;
- (c) Contingent Employers Liability;
- (d) Owners Protective Liability;
- (e) Products Liability;
- (f) Contractual Liability including liability under this License;
- (g) Tenant’s Legal Liability Insurance, Broad Form;
- (h) Non-Owned Automobile Insurance.

Property consisting of Furniture, Fixtures, Equipment, Stock, Machinery, Licensee’s Improvements, and generally all property of every description including the property of others for which the Licensee is responsible or legally liable shall be insured on an “All Risk” form of policy acceptable to the Licensor. The amount of insurance shall represent at least 80% of the Replacement Cost of the Property. Loss, if any, under this policy shall be payable to the Licensee and Licensor jointly, as their respective interests may appear at the time of loss.

The Licensee shall place with the Licensor, prior to installing any cabling or Equipment, a certificate evidencing such insurance protection outlined above.

The Comprehensive General Liability Insurance policy referred to above shall contain cross liability and severability of interest endorsements.

All the insurance policies shall contain the following clause:

“It is understood and agreed by the Insurer, that the coverage provided by this policy will not be changed or amended in any way which reduces the coverage, nor cancelled or allowed to lapse until 30 days after written notice by registered mail or personal delivery of such change, cancellation or lapse, shall have been given to the Licensor”

**10. DEFAULT**

In the event that the Licensee fails to perform its obligations as set out in this License, the Licensor shall provide written notice to the Licensee of its default. The Licensee shall have ten (10) business days from receipt of said notice to remedy the situation and failing such remedy by the Licensee and failing any further negotiations, the Licensor, at its sole option and without prejudice to any other remedy available to the Licensor herein, may terminate this License by giving written notice of termination, unless such default is incapable of remedy within such ten (10) business day period provided that the Licensee has diligently commenced to cure such default. Upon said termination the Licensee shall, within fifteen (15) business days, remove all its Trade Fixtures and at the request of the Licensor restore any part of the Building that had been affected by the Licensee's Trade Fixtures to its original condition allowing for normal wear and tear. Fees due under this License shall continue to be chargeable to the Licensee until such time as said removals are completed to the Licensor’s complete satisfaction.

**11. INDEMNITY OF LICENSOR**

Save for the willful or negligent act of the Licensor or for whom it is at law responsible, the Licensee shall indemnify and save harmless the Licensor against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of:

- (a) any loss, cost, (including, without limitation, lawyer’s fees and disbursements), expenses and damage suffered by the Licensor arising from any breach by the Licensee of any of its covenants and obligations under this License;

- (b) any damage arising from the conduct of any work or any willful or negligent act or omission of the Licensee, its servants, agents, employees or contractors, or by the failure of any or all of the Equipment;
- (c) all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work or any act or omission of the Licensee or any assignee, sub-Licensee, agent, employee, contractor, invitee or licensee of the Licensee, and in respect of all costs, expenses, and liabilities incurred by the Licensor in connection with or arising out of all such claims, including the expenses of any action or proceeding pertaining thereto;
- (d) any damage to the Licensee's Equipment or System or the interruption of service;
- (e) any loss or damage or injury to any property belonging to the Licensee or for which the Licensee may be responsible or to employees of the Licensee or to any other person while such property is on the Licensed Area or in the Building or in or on the surrounding lands and buildings owned or leased by the Licensor whether or not such property has been entrusted to employees of the Licensor and without limiting the generality of the foregoing the Licensor shall not be liable for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Building or from the water, steam or drainage pipes or plumbing works of the Building or from any other place of quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring or for any damage caused by anything done or omitted to be done by any other Licensee or tenant.

## **12. SUBSTANTIAL DAMAGE TO LICENSE AREA**

If all or part of the License Area is rendered unusable by damage from fire or other casualty which, in the reasonable opinion of an architect acceptable to the Licensor, cannot be substantially repaired under applicable laws or governmental regulations within 180 days from the date of such casualty (employing normal construction methods without overtime and other premiums), then, pending further negotiations, either the Licensor or the Licensee may elect to terminate this License as of the date of such casualty by written notice delivered to the other not more than ten (10) days after the date of such architect's opinion. Failing which the Licensor shall forthwith, at its own expense, repair such damage other than the damage to the Licensee's leasehold improvements, fixtures, Trade Fixtures and Equipment. In the event of such termination any prepaid rent and G.S.T. shall be adjusted on a per diem basis to the date of termination and be repaid in full to the Licensee. If the Licensor is required to repair damage as described therein, then the rent payable by the Licensee hereunder shall be abated for the period that the Licensee is unable to occupy and use the License Area for the operation of its business up until five business days after the Licensor has completed its repairs.

## **13. REPAIR WHERE LICENSEE AT FAULT**

Save for the willful or negligent act of the Licensor, or for those whom at law it is responsible for, if the Building or any part thereof including the Licensed Area, the common areas, the elevators, the boilers, engines, pipes and other apparatus or any of them used for the purpose of heating or air conditioning the Building or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the Building or the roof or outside vessels or other part of the Building become out of repair or become damaged or destroyed during or as a result of any installation by the Licensee or through the negligence, carelessness or misuse of the Licensee, its servants, agents, employees, or through it or them in any way stopping up or injuring the heating apparatus, elevators, water pipes, drainage pipes or other equipment or part of the Building, the expense of the necessary repairs, replacements, or alterations, once completed, shall be borne by the Licensee who shall pay the same to the Licensor plus the cost of the Licensor's administration fee of 15%, within 30 days of receipt of the Licensor's invoice.

**14. RULES AND REGULATIONS**

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

The Licensor may from time to time amend, delete from or add to the Rules and Regulations provided that any such modification:

- (a) shall not be repugnant to any other provision of this License;
- (b) shall be reasonable and have general application to all tenants, licensees and other users operating similar Equipment to that of the Licensee in the Building;
- (c) shall be effective only upon delivery of a copy thereof to the Licensee at its place of business.

The Licensor shall use its reasonable efforts to secure compliance by all tenants and licensees and other users operating similar Equipment to that of the Licensee, with the Rules and Regulations from time to time in effect, but shall not be responsible to the Licensee for failure of any person to comply with such Rules and Regulations.

**15. NOTICE**

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

to the Licensee at the following address:

**Telus Mobile Inc.**  
 To the Attention of Real Estate Department  
 200 Consilium Place  
 Suite 1600  
 Scarborough, ON M1H 3J3

Tel: 1-800-815-5715  
 Facsimile: 1-800-788-6622  
 Emergency 24 hour #: 1-800-391-1381

to the Licensor at the following address:

**Metcalf Realty Company Limited**  
 130 Albert Street, Suite 210  
 Ottawa, Ontario  
 K1P 5G4

Attention: John C. McKenna  
 Vice President

Tel: (613) 563-4442  
 Facsimile: (613) 232-3491

**16. SALE, CONVEYANCE AND ASSIGNMENT**

Nothing in this License shall restrict the right of the Licensor to sell, convey, assign, pledge or otherwise deal with the Building, subject only to the rights of the Licensee under this License. The Licensee may not, without consent of the Licensor, assign its rights and obligations under the License to any affiliate or successor thereof. Furthermore, *a change of control of the Licensee shall not be considered an assignment of this License.*

**17. SUBORDINATION**

This License is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trust now or hereafter placed on the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof.

**18. ATTORNMENT**

Subject to Article 18, if the interest of Licensor is transferred to any person (herein called the "Purchaser") by reason of foreclosure or other proceedings of enforcement of any such mortgage or deed of trust, or by delivery of a deed in lieu of such foreclosure or other proceedings, the Licensee shall immediately and automatically attorn to the Purchaser.

**19. REGISTRATION**

The Licensee may not register this License or a notice of license on title to the Building.

**20. DEMOLITION AND REDEVELOPMENT**

If the Licensor desires at any time to demolish or redevelop the Building and has provided demolition notices to the other tenants and licensees occupying the Building, then the Licensor shall have the right to terminate this License by giving ninety (90) days written notice to the Licensee. The Licensee shall agree to vacate and surrender up the License Area at the expiration of ninety (90) days from the date of the termination notice and any prepaid rent shall be pro-rated and repaid to the Licensee. The Licensor shall provide the Licensee with a right of first refusal to relocate in the Licensor's redeveloped Building, subject to a License Fee, terms and conditions to be negotiated at that time, each party acting reasonably.

**21. INSTALLATION OF COMMON INFRASTRUCTURE**

It is understood and agreed by the Licensee that the Licensor may at some future date undertake to install a Common Infrastructure to satisfy the collective cabling requirements of all service providers and occupants of the Building. Upon such installation, and subject to the provisions hereof, the Licensee shall utilize the Common Infrastructure for delivering its services within the Building (subject to the provisions hereof) and the Licensee shall be subject to connection and usage fees, which shall be posted and applied uniformly to all licensees acting as service providers in the Building, using such Common Infrastructure. It is understood that, subject to compliance with any relevant future decisions or ruling imposed by the CRTC, Industry Canada and/ or other body having jurisdiction after the activation of the said Common Infrastructure, the Licensee shall no longer be permitted to install its own cabling within the Building. The Licensor shall have the obligation at its own expense, to maintain, repair, replace and upgrade the said Common Infrastructure in order to maintain the quality of service standards respecting this Common Infrastructure. The Licensor shall endeavor to act expeditiously to repair and/or correct any problems that the Licensee may report with respect to the Licensee's use of this Common Infrastructure. The Licensee may only be permitted to continue its use of cabling which it may have installed pursuant to the provisions of the License for the duration of the Term, after which such cabling shall become part of the facilities and be subject to common usage fees, the Licensor acting reasonably.

Should the Common Infrastructure be incompatible with existing equipment the Licensee is utilizing within its Equipment Space to serve the occupants of the Building, the Licensor shall at its sole discretion and without compensation to the Licensee, permit the Licensee to install additional cabling within the Building in areas determined by the Licensor.

**22. SUCCESSORS AND ASSIGNS**

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

**23. ATTACHMENTS**

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

- Schedule "A" - Legal Description
- Schedule "B" - Installation Schematics
- Schedule "C" - Licensor's Rules and Regulations Governing Licensee's Work
- Schedule "D" - Licensor's Rules and Regulations

**24. CONFIDENTIALITY**

The Licensor and the Licensee agree that the information contained in this License is confidential and that neither party shall disclose same to any third party, except on a need to know basis and as may be required in its business interests, building operation, legal interests, and any third party to whom disclosure is made pursuant to this paragraph shall be informed of the confidential nature of this information. Notwithstanding anything contained herein, this provision shall not apply in the event the Licensee is required by law to comply with the CRTC disclosure guidelines of the CRTC decision 2003-45.

**25. ACCEPTANCE**

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

**26. COUNTERPARTS**

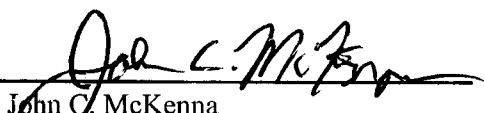
This Site Access License Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. The parties agree that executed counterparts may be transmitted by facsimile machine or by electronic mail and that such counterparts shall be treated as originally executed instruments. Each party undertakes to provide the other with a copy of the original Agreement bearing actual signatures and initials within a reasonable time after all conditions have been waived.


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

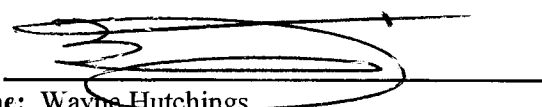
**DATED** at the City of Ottawa this 26TH day of MARCH, 2014

**LICENSOR:**  
**METCALFE REALTY COMPANY LIMITED**

**LICENSEE:**  
**TELUS COMMUNICATIONS COMPANY**

Per:   
Name: John C. McKenna  
Title: Vice-President, Leasing  
I have the authority to bind the corporation

Per:   
Name: Richard Simpson  
Title: Manager, Building Access  
I have the authority to bind the corporation

Per:   
Name: Wayne Hutchings  
Title: Executive Director of Property Management  
I have the authority to bind the corporation

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
I have the authority to bind the corporation



**SCHEDULE "A"**  
**LEGAL DESCRIPTION**

**14 COURTHOUSE WAY**  
**BROCKVILLE, ONTARIO**

**All of lot 37, Block 31, Plan 67, City of Brockville, County of Leeds. Together with right-of-way over the unnumbered lot between lots 37 and lots 18 and 19, block 31, plan 67, City of Brockville, County of Leeds, designated as part 3 on plan 28R-7969 for those entitled thereto.**

A handwritten signature and initials are present. The signature is a cursive scribble, and the initials are 'JH'. Above the initials is a rectangular stamp with the word 'INITIAL' printed inside.

## SCHEDULE "C"

### LICENSOR'S REGULATIONS GOVERNING LICENSEE'S WORK

Without derogating from any other terms of the herein License the following shall apply to any work or alterations performed by the Licensee:

- (a) The Licensee shall obtain all necessary permits, licenses, certificates and inspections from all municipal, government and regulatory authorities having jurisdiction and make available to Licensor copies of same and shall post all permits as required.
- (b) Prior to any initial construction or installation or subsequent construction or installation, the Licensee shall submit detailed plans for written approval by the Licensor or Property Manager.
- (c) The Licensee shall be permitted to, at its own expense and with prior written consent of the Licensor, make non-structural changes, additions and improvements in the Licensed Area to better adapt the same to its business, provided that any such change, addition or improvement shall comply with the following:
- (d) The Licensee shall perform, or cause to be performed, such alterations: at the sole cost and expense of the Licensee; by competent workers; as expeditiously and as diligently as possible in a good and workmanlike manner and using first quality materials and equipment; in accordance with the specifications and requirements of all authorities; subject to such rules, regulations and controls as set out in this License; at the risk of the Licensee.
- (e) However, if in the Licensor's opinion the alterations or any of the work may affect the structure of all or any part of the Building or any of the heating, ventilating, air-conditioning, plumbing, electrical, mechanical or any other base building systems in all or part of the Building or that may affect the common areas or any tenant's premises, the alterations (or the appropriate portion of them) shall, at the Licensor's option, be performed only by the Licensor, but in all cases at the Licensee's sole cost and expense. Upon completion thereof, the Licensee shall pay to the Licensor upon demand, the Licensor's costs relating to any such alterations, including fees and expenses of any architectural, engineering or other consultants or professionals, plus the cost of the Licensor's administration fee. No alterations to the Licensed Area by or on behalf of the Licensee shall be permitted which, in the Licensor's opinion, may weaken or endanger the structure or adversely affect the condition, safety or operation of the Licensed Area or the Building or diminish the value thereof, or impair the use of all or any part of the common areas.
- (f) Any modifications to be performed to the plumbing or life safety system must be submitted to the Licensor in writing prior to the commencement of the work.
- (g) The Licensor must be supplied with copies of the MSDS sheets for all controlled substances used in the work. The Licensor has the right to stop all work until the required information is supplied.
- (h) All construction and de-construction materials are to be moved into or out of the Building after Normal Business Hours. 'Normal Business Hours' are defined as 8:00 a.m. to 6:00 p.m. Monday through Friday, excluding days which are legal or statutory holidays in the jurisdiction in which the Building is located. Access to service elevators and after Normal Business Hours scheduling of work to be arranged through the Licensor.
- (i) All work carried out in the common areas must be done after Normal Business Hours. If ceilings or their components are removed to allow for the work, they must be replaced prior to the beginning of Normal Business Hours of the next day. Such work may be performed by the Licensor at the Licensee's expense. Any area that may be deemed a safety hazard must be properly cordoned off and protected.
- (j) All work that may be noisy, dirty or cause odors must be done after Normal Business Hours. The Licensor reserves the right to stop this work or any work as a result of complaints from other licensees or tenants of the Building.
- (k) Any work requiring doors to the Building be left unlocked after normal lockup time will require a security guard be posted at the entrance.
- (l) The use of elevators to move anything more than tradesmen and their toolboxes must be coordinated through the Licensor. Any damage or cleanup costs incurred will be charged to the Licensee.
- (m) All materials used in the work must be equivalent to or greater in value than Building standards.

A handwritten signature and a rectangular stamp containing the word "INITIAL" and the initials "RG".

**SCHEDULE "D"**

**RULES AND REGULATIONS**

**1. Security**

Licensors may from time to time adopt appropriate systems and, or procedures for the security of the Building, any persons occupying, using or entering the same any equipment, furnishings or contents thereof, and Licensee shall comply with Licensors reasonable requirements relative thereto.

**2. Locks**

Licensors may from time to time install and change locking mechanisms on entrances to the Building, and common areas thereof, and (unless Twenty Four (24) hour security is provided for the Building) shall provide the Licensee reasonable number of keys and replacements therefore to meet the bona fide requirements of Licensee. In these rules, "keys" include any device serving the same purpose. Licensee shall not add to or change existing locking mechanisms on any door in or to the Licensed Area without Licensors prior written consent. If, with the Licensors prior written consent, the Licensee installs lock(s) incompatible with the Building master locking system:

- (a) Licensors, without abatement of rent, shall be relieved of any obligation under the License to provide any service to the affected areas which require access thereto,
- (b) Licensee shall indemnify Licensors against any expense as a result of forced entry thereto which may be required in an emergency, and
- (c) Licensee shall at the end of the Term and at Licensors request remove such lock(s) at Licensee's expense.

**3. Return of Keys**

At the end of the Term, Licensee shall promptly return to Licensors all keys for the Building and Licensed Area (if applicable), which are in the Licensee's possession.

**4. Repair, Maintenance, Alterations and Improvements**

Licensee shall carry out Licensee's repair, maintenance, alterations and improvements in the Licensed Area only during times agreed to in advance by Licensors and in a manner, which will not interfere with the rights of other licensees and tenants in the Building.

**5. Water Fixtures**

Licensee shall not use water fixtures for any purpose for which they are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by Licensee shall be paid for by Licensee.

**6. Personal Use of Licensed Area**

The Licensed Area shall not be used or permitted to be used for residential lodging, sleeping purposes, or for the storage of personal effects or property not required for business purposes.

**7. Heavy Articles**

Licensee shall not place in or move about the Licensed Area without Licensors prior written consent any safe or other heavy article and Licensors may designate the location of any permitted heavy articles in the Licensed Area.

**8. Bicycles, Animals**

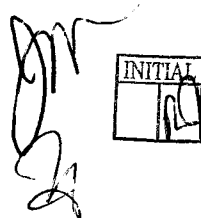
Licensee shall not bring any animals or birds into the Building, and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by Licensors for such purposes.

**9. Deliveries**

Licensee shall ensure that deliveries of materials and supplies to the Licensed Area are made through such entrances, elevators and corridors and at such times as may from time to time be designated by Licensors, and shall promptly pay or cause to be paid to Licensors the cost of repairing any damage in the Building caused by any person making such deliveries. The delivery and shipping of merchandise, supplies, fixtures, and other materials or goods of whatsoever nature to or from the Licensed Area and all loading, unloading, and handling thereof shall be done only at such times, in such areas, by such means, and through such elevators, entrances, malls, and corridors as are designated by Licensors. Licensors accepts no liability and is hereby relieved and released by Licensee in respect of the operation of delivery facilities for the Building, or the adequacy thereof, or of the acts or omissions of any person or persons engaged in any acceptance, holding, handling, or dispatch, or any error, negligence or delay therein. Licensors may from time to time make and amend regulations for the orderly and efficient operation of the delivery facilities for the Building, and may require the payment of reasonable and equitable charges for delivery services and demurrage provided by Licensors.

**10. Furniture and Equipment**

Licensee shall ensure that furniture and equipment being moved into or out of the Licensed Area is moved through such entrances, elevators and corridors and at such times as may from time to time be designated by Licensors, and by movers or a moving company approved by Licensors, and shall promptly pay or cause to be paid to Licensors the cost of repairing any damage in the Building caused thereby.

A handwritten signature and a rectangular stamp containing the word "INITIAL" and some illegible initials.

**11. Solicitations**

Licensors reserves the right to restrict or prohibit canvassing or peddling in the Building.

**12. Food and Beverages**

Only persons approved from time to time by Licensor may prepare, solicit orders for, sell, serve or distribute foods or beverages in the Building, or use the elevators, corridors or common areas for any such purpose. Except with Licensor's prior written consent and in accordance with arrangements approved by Licensor, Licensee shall not permit on the Licensed Area the use of equipment for dispensing food or beverages or for the preparation, solicitation or orders for, sale, serving or distribution of food or beverages.

**13. Refuse**

Licensee shall place all refuse in proper receptacles provided by Licensee at its expense or in receptacles (if any) provided by Licensor for the Building, and shall keep sidewalks and driveways outside the Building, and lobbies, corridors, stairwells, ducts and shafts of the Building, free of all refuse.

**14. Obstructions**

Licensee shall not obstruct or place anything in or on the sidewalks or driveways outside the Building or in the lobbies, corridors, stairwells or other common areas of the Building, or use such locations for any purpose except access to and exit from the Licensed Area without Licensor's prior written consent. Licensor may remove at Licensee's expense any such obstruction or thing (unauthorized by Licensor) without notice or obligation to Licensee.

**15. Dangerous or Immoral Activities**

Licensee shall not make any use of the Licensed Area which involves the danger or injury to any person or which is immoral.

**16. Proper Conduct**

Licensee shall not conduct itself in any manner which is inconsistent with the character of the Building as a first-class building or which will impair the comfort and convenience of other licensees and tenants in the Building.

**17. Employees, Agents and Invitees**

In these Rules and Regulations, Licensee includes the employees, agents, invitees and licensees of Licensee and other permitted by Licensee to use or occupy the Licensed Area.

**18. Non-Compliance by Other Licensees**

Licensors shall not be responsible to Licensee for the non-observance or violation of the Rules and Regulations by any other licensee or tenant in the Building nor shall such non-observance or violation, or any agreement of Licensor to waive any of such rules and regulations with respect to any other licensee, licensees, or tenants relieve Licensee from complying therewith or with any other provision of this License.

**19. Smoking/ Loitering**

The Licensee acknowledges that the Licensor has a policy that smoking or loitering is not permitted in the common areas of the Building and that the Licensee is to use its best efforts to make this policy known to its employees, invitees, assignees, sub-Licensees, agents, contractors or licensees. The Licensee shall use its best efforts to ensure that the policy is recognized and adhered to by the said persons. The common areas of the Building for the purposes of this provision shall include but not be limited to the washrooms, sidewalks, entrances, passages, courts, lobby areas, garages or parking areas, elevators, escalators, stairways, vestibules, public corridors and halls in and about the Building.