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TELECOMMUNICATIONS LICENSE AGREEMENT
INFORMATION PAGE (POP)

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT dated the 1st day of July, 2026 between **OMERS Realty Corporation and 17405138 Canada Inc.** as the Licensor and **TELUS Communications Inc**. as the Licensee.

Building: Waterpark Place, 10 Bay Street in the City of Toronto, and the Province of Ontario.

Floor Area of Deemed Area: 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 September, 2025.

Term: 5 years commencing on the Commencement Date and ending on the 31st day of August, 2030.

License Fee: $900.00 annually in advance due on the Commencement Date and each anniversary thereafter.

Electrical Consumption Fee: $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
OMERS Realty Corporation and
17405138 Canada Inc.
EY Tower
100 Adelaide Street West, Suite 900
Toronto, Ontario M5H 0E2
Attn: Vice President, Legal

Licensee
TELUS Communications Inc.
25 York Street, Floor #29
Toronto, ON M5J 2V5
Attn: Manager, Building Access

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TELECOMMUNICATIONS LICENSE AGREEMENT (POP)

This License Agreement made as of this 21st day of August 2026 with an effective date of September 1, 2025

B E T W E E N:

OMERS Realty Corporation and 17405138 Canada Inc.

(the "Licensor")

– and –

TELUS Communications Inc.

(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 and 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.

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"**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 2002=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 to 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.

"**Customer(s)**": a tenant or occupant of premises in the Building who purchases or subscribes for services from the Licensee.

"**Deemed Area**": the area described in Schedule "A" and depicted in plan view drawings.

"**Electrical Consumption Fee**": the annual fee set out as the Electrical Consumption Fee on the Information Page, subject to adjustment as set out in Section 6.

"**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.

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"**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 biphenyls, 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 cover 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.

"**Local Exchange Carrier**": 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).

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"**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.

"**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) to connect the Licensee's Equipment to the In-Building Wire and Inside Wire.

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(b) The Licensee shall be provided access to the Lands and Buildings in order to exercise its non-exclusive license, twenty four (24) hours per day, three hundred and sixty five (365) 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 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.

(d) 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.

(e) 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 19(a); 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.

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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) 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 published by Statistics Canada from the Commencement Date or the start of the previous Renewal Term (if any) as the case may be, to the third month preceding 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 is expressly forbidden from serving other properties from 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 or Broadcasting.

6. ELECTRIC UTILITIES

(a) The Licensee will provide the Licensor with an electrical load calculation for the Licensee's Equipment, prior to the installation, to determine the Electrical Consumption Fee. The electrical load calculation shall be supplied by an engineer.

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If the electrical load calculation indicates that the Licensee's Equipment does not consume electricity and this is confirmed by the Licensor's consultant, the Electrical Consumption Fee will be waived. The Licensor has the right to audit the Licensee's Equipment at any time at the Licensee's expense to ensure that the Licensee's Equipment is not consuming electricity. If the electrical load calculation indicates that the Licensee's Equipment is consuming electricity the Electrical Consumption Fee shall be payable in advance and an administration fee of fifteen percent (15%) of the amount shall be paid by the Licensee when it is billed. The Electrical Consumption Fee is subject to adjustment by the Licensor annually based on increases in the cost of electricity.

If the electrical load calculation indicates that the Licensee's Equipment electricity consumption exceeds the Electrical Consumption Fee then a sub meter will be installed at the Licensee's expense or the Licensor may estimate, acting reasonably, the amount of electricity consumed by the Licensee and such amount will be payable by the Licensee, the Electrical Consumption Fee plus an administration fee of fifteen percent (15%) of the amount when billed. Alternatively, the Licensee may install a submeter at its cost and in that case will pay any charges or fees related thereto, and pay the Licensor for all electrical usage arising out of or connected with the Licensee's installation, operation and maintenance of the Licensee's Equipment plus an administration fee equal to fifteen percent (15%) of those costs.

(b) The Licensor shall use reasonable commercial efforts to 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.

(c) 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. All drawings in Schedule "C" must (i) be in elevation view, (ii) show clearly the locations of all of the Licensee's Equipment in or on the walls and the floors of the Deemed Area, and (iii) show the power and HVAC requirements; if any, for the Licensee's Equipment. No work

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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.

(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, 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.

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(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 as soon as possible but not more than forty-eight (48) hours after the damage is caused. If the Licensee fails to repair or refinish the damage, 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 may 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

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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 set out in Schedule "E", as periodically adopted by the Licensor acting reasonably, 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, the Licensee will not permit any other TSP to co-locate equipment in its Deemed Area nor will it 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

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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 Agreement 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,

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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.

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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 carrier with an AM Best rating of A-, VII licensed to do business in every province in which the license is in place, 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 the 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 or materially changed to the detriment of the Licensor at least thirty (30) days prior to such cancellation or material change. 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 approved by 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

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by others, but in the care, custody or control of the Licensee and located within the Equipment Room.

(g) Workers compensation with statutory limits and Employers Liability Insurance with limits of $1,000,000.

11. RELEASE BY LICENSEE

(a) In no event will the Licensor be liable to the Licensee and the Licensee releases the Licensor and all Releasees (as hereinafter defined) for:

(i) any damage to the Licensee's Equipment, Equipment Room, and Deemed Area or loss of, access to or use of such property (provided there will be no denial of access to the Licensee except in accordance with this Agreement);

(ii) 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;

(iii) 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;

(iv) 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;

(v) 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 Licensee's 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

(vi) 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)(i), 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

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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.

(b) Indemnity

(i) Subject to Sections 12 and 14, the Licensee agrees to (a) defend, or, at the Licensee's sole option, settle, and (b) pay any final judgment entered or final settlement agreed upon in connection with, any and all claims, demands and costs for damage and injury, including death, to the person or tangible property of any person, firm or corporation (except for the Licensor and its employees), including by any Customer, against the Licensor and the Releasee, arising out of the Licensee's use of or operations in the Deemed Area, the Building and the Lands, except that neither the Licensor nor any Releasee will be so indemnified or held harmless where the damage or injury arises out of the Licensor's own negligence or wilful misconduct. The Licensee shall have the obligation and right to control and direct the investigation, preparation, defence and settlement of the claim, and the Licensor shall reasonably cooperate with the Licensee in the defence of the claim, including appearing as a witness, if necessary and providing statements, documents and other evidence, at the Licensee's expense. The Licensor shall provide the Licensee with prompt written notice of any claim to be defended and/or settled under this subparagraph 11(b)(i). The Licensor shall have the right to participate in the defence of any such claim with its own counsel, provided that the Licensor shall be responsible for all costs associated with the defence of such claim by its counsel, unless:

A. the Licensee or its counsel determines that it is inappropriate for the Licensee's counsel to represent both the Licensor and the Licensee in regard to such claim; or

B. the Licensee fails to or will not defend the Licensor in regard to such claim or settle such claim after the Licensor has given the Licensee ten (10) days' prior written notice requesting that the Licensee commence a defence or settle such claim.

(c) Any and all release and indemnity clauses which are included in the Agreement for the benefit of the Licensor are intended also to benefit the Affiliates of the Licensor, each Owner of the Building and the Lands, mortgagees and property managers of the Licensor or such owners, the Affiliates of each owner that are related to the operation of the Building, as well as the officers, directors, shareholders, employees, agents, of the Licensor and of each one of such other persons for whom all or any of them is or are in law responsible (individually, the "Releasee" and collectively, the "Releasees"), and, for the purposes of such clauses, the Licensor is hereby acting as agent or trustee on behalf of and for the benefit of the Releasees.

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(d) The indemnities and releases in this Section shall survive the expiration or termination of this Agreement.

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 the 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 - CONTRIBUTION

(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 and whether or not such loss or claim may have arisen out of the negligence (including, without limitation, gross negligence) of the Licensor, the Releasees, the Licensee or any Released Licensee Persons.

(b) Wherever a release is provided for under this Agreement in favour of the Licensor, it will be deemed to include the Releasees. The Licensor acts as agent or trustee for the benefit of the Releasees, 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

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agent or trustee for the benefit of those other persons and entities 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.

(d) Neither the Licensor nor the Licensee will make a claim against a third party in respect of loss, cost, injury or damage for which it has released the other where the third party would have a claim of contribution or indemnity against the released party in respect of the loss, cost, expense or damage.

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

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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 the 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 Licensor, Releasees 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 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

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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. RELOCATION AND RESTORATION OBLIGATIONS

(a) The Licensor may at any time, require the Licensee, to relocate within the Building any and 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

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estimate of the Relocation Costs rescind its Relocation Notice by giving written notice to the Licensee to that effect.

(b) 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 (i) any CRTC-mandated obligations upon the Licensee to provide services to other TSPs that provide services to existing subscribers, or to the occupants of the Building, and (ii) the rights of any third party users of the Licensee's Equipment where that use has been approved by the Licensor. If any property that is required to be removed is not so removed within twenty (20) 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 as soon as possible but not more than forty-eight (48) hours after the damage is caused. If the Licensee fails to repair or refinish any such damage, 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.

(c) If due to CRTC mandated obligations upon the Licensee to provide services to other TSPs, existing subscribers, or to the occupants of the Building or where the use of the Licensee's Equipment by third-party users of the Licensee's Equipment has been approved by the Licensor, 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

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Licensor, the Licensee will be exempted from the obligation to remove the Exempted Items.

20. LICENSOR'S ALTERATIONS

(a) Despite anything else in this Agreement, the Licensor may, at any time:

(i) make any changes in, additions to or relocations of any part of the Building;

(ii) grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building;

(iii) 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,

(iv) 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.

(b) 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.

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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) where the Licensee no longer provides Licensee's Services in the Building;

(f) where 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) where 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

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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. LICENSOR'S AUTHORITY

OPGI Management Limited Partnership represents that it has full authority to execute this Agreement on behalf of the Licensor/Owner(s). The obligations of the Licensor under this Agreement are the obligations of the Owner(s) and not OPGI Management Limited Partnership.

28. 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.

29. 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.

30. 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 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.

31. 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.

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32. 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.

33. 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.

34. GOVERNING LAW

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

35. AUTHORITIES OF ACTION

The 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 the Licensor to the Licensee. The Licensee acknowledges that if this Agreement has been executed for and on behalf of, in name of and with the authority of the Licensor by the property manager then the covenants and agreements of the Licensor are obligations of the Licensor and its successors and assigns only and are not obligations personal to or enforceable against the property manager in its own right.

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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.

OMERS Realty Corporation and 17405138 Canada Inc. by their manager, without personal liability, OPGI MANAGEMENT GP INC., as general partner of the OPGI MANAGEMENT LIMITED PARTNERSHIP

(Licensor)

DocuSigned by:

Per: Kevin Hardy

Name: Kevin Hardy
Title: Vice President

Signed by:

Per: Eli Russell

Name: Eli Russell
Title: Assistant Secretary

I/We have authority to bind the corporation

TELUS Communications Inc.

(Licensee)

Per: Richard Johnson

Name: Richard Johnson
Title: Manager, Building Access

Per: _____

Name:
Title:

I/We have authority to bind the corporation

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SCHEDULE "B"

CO-LOCATION

In this Schedule "B" the following definitions apply:

"Co-location": 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 resulting from 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:

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(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:

(a) 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 the Minimum Area under the Related TLA Party continues to be paid it will be credited against that License Fee;

(b) 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

(c) 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.

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SCHEDULE "C"

CONNECTING EQUIPMENT

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SCHEDULE "D"

RECOVERABLE COSTS

The Recoverable Costs are the costs of:

(a) architectural, mechanical, electrical and Riser Manager consulting fees to provide or review architectural, cabling, electrical and heating, ventilating and air-conditioning design for construction and decommissioning of additional main terminal room or point of presence space (Equipment Room space), riser rooms and other areas to accommodate the installation and removal 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 installation, restoration and relocation 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).

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SCHEDULE E

Building Rules and Regulations

1. ***Security***

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

2. ***Locks***

Licensor may from time to time install and change locking mechanisms on entrances to the Building, common areas thereof, and service areas, and (unless twenty-four (24) hour security is provided by the Building) shall provide to Licensee a reasonable number of keys and replacements therefor 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 Building without Licensor's prior written consent. If, with Licensor's consent, Licensee installs lock(s) incompatible with the Building master locking system:

2.01 Licensor, without abatement of License Fee, shall be relieved of any obligation under this Agreement to provide any service to the affected areas which require access thereto,

2.02 Licensee shall indemnify Licensor against any expense as a result of forced entry thereto which may be required in an emergency, and

2.03 Licensee shall at the end of the Term and at Licensor's request remove such lock(s) at Licensee's expense.

3. ***Return of Keys***

At the end of the Term, Licensee shall promptly return to Licensor all keys for the Building which are in the possession of Licensee.

4. ***Windows***

Licensee shall observe Licensor's rules with respect to maintaining window coverings at all windows in the Building so that the Building presents a uniform exterior appearance, and shall not install any window shades, screens, drapes, covers or other materials on or at any window in the Building without Licensor's prior written consent. Licensee shall ensure that window coverings are closed on all windows in the Building while they are exposed to the direct rays of the sun.

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

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

6. ***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.

7. ***Personal Use of Building***

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

8. ***Heavy Articles***

Licensee shall not place in or move about the Building without Licensor's prior written consent any safe or other heavy article which in Licensor's reasonable opinion may damage the Building, and Licensor may designate the location of any heavy articles in the Building.

9. ***Carpet Pads***

In those portions of the Building where carpet has been provided directly or indirectly by Licensor, Licensee shall, at its own expense, install and maintain pads to protect the carpet under all furniture having casters other than carpet casters.

10. ***Bicycles and 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 Licensor for such purposes.

11. ***Deliveries***

Licensee shall ensure that deliveries of materials and supplies to the Building are made through such entrances, elevators and corridors and at such times as may from time to time be designated by Licensor, and shall promptly pay or cause to be paid to Licensor the cost of repairing any damage in the Building caused by any person making such deliveries.

12. ***Furniture and Equipment***

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

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13. ***Solicitations***

Licensor reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Building.

14. ***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, stairwells, balconies or other 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 Building the use of equipment for dispensing food or beverages or for the preparation, solicitation of orders for, sale, serving or distribution of food or beverages.

15. ***Refuse***

Licensee shall place all refuse in proper receptacles provided by Licensee at its expense in the Building 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.

16. ***Obstructions***

Licensee shall not obstruct or place anything in or on the sidewalks or driveways outside the Building or in the lobbies, corridors, stairwells, balconies or other common areas of the Building, or use such locations for any purpose except access to and exit from the Building 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.

17. ***Dangerous or Immoral Activities***

Licensee shall not make any use of the Building which involves the danger of injury to any person, nor shall the same be used for any immoral purpose.

18. ***Proper Conduct***

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

19. ***Employees, Agents and Invitees***

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

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