

## TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT made this 1<sup>st</sup> day of August, 2018.

BETWEEN

KS SLATER INC.  
(the "Licensor")

AND

TELUS COMMUNICATIONS INC.  
(the "Licensee")

IN CONSIDERATION of the fees paid by the Licensee to the Licensor and the covenants and terms contained in this License, the Licensor grants a license to the Licensee as follows:

1. **Building Address:** municipally described as 66 Slater St, Ottawa (the "Building").
2. **Term:** Five (5) years (the "Term").
3. **Commencement Date:** August 1, 2018 the "Commencement Date").
4. **License Fee:** The Licensee agrees to pay the Licensor Six Hundred Dollars (\$600.00) per annum plus GST, payable annually in advance beginning on the Commencement Date.

Licensor's GST/HST number is 810961151 RT0003.

5. **Option To Extend Term:** The Term shall automatically extend for an additional period of 5 years, unless terminated by the Licensee on a minimum of sixty (60) days' notice prior to the expiry of the Term, on the same terms and conditions as this License, save and except for the POP Space Fee, which fee shall be at the then prevailing market rate considering the alternate use of the space, the location of the Building and the location and amount of space occupied, as agreed to by the parties. In the event the POP Space Fee cannot be so determined, such fee for the extension term shall be determined by a single arbitrator in accordance with the applicable arbitration legislation for the province in which the Building is situated.

6. **Use and Access:** The Licensor grants the Licensee the non-exclusive right to provide telecommunications services to the tenants and occupants of the Building (hereinafter referred to as "the Licensee's Services"). The Licensee is expressly forbidden to serve other properties from the Building. In order to provide the Licensee's Services, the Licensee may construct, install, operate, maintain, repair, service, upgrade and modify, remove and replace Communications Equipment in the POP Space all in accordance with Schedule B (Telecom Rules) of this Agreement. The Licensee may also use and access all portions of the Building pathways and lands on which Building is situated, necessary to, and is granted the right to, construct, install, operate, maintain, repair, service, upgrade and modify cable and related equipment (hereinafter referred to as the "Connecting Equipment") for the provision of the Licensee's Services.

The Licensor makes no warranty or representation that the Building, the Equipment Room, the Entrance Link and the Building Risers are each suitable for the Licensee's use, and the Licensee acknowledges and agrees that it has satisfied itself in all respects with respect thereto. The Licensee has inspected the Building and accepts it "as is, where is" and agrees that the Licensor is under no obligation to perform any work or provide any materials to prepare the Building for the Licensee.

The Licensee's authorized representatives may have access during normal business hours and at other times as agreed by the parties in advance. Except in the event of an emergency, the Licensee will give at least 24 hours' notice to the Licensor of its intent to enter Communications Spaces.

7. **Installation and Maintenance of Licensee's Equipment:** The Licensee agrees to obtain all required governmental permits and approvals at its cost prior to installing any Communications Equipment or Connecting Equipment, and prior to making any material changes, additions, improvements or alterations to same, all such material changes, additions, improvements or alterations shall be consistent with industry standards.



At the request of the Licensor, prior to installation of, or material improvement or alteration to, the Connecting Equipment, the Licensee shall provide the Licensor with working drawings showing the proposed location of the Connecting Equipment to be installed on or about the Lands and Building, as well as provide the Licensor with particulars, including method of attachment of the Connecting Equipment, all of which shall be subject to the prior written approval of the Licensor, such approval not to be unreasonably withheld or delayed. At the request of the Licensor the Licensee shall reimburse the Licensor for the actual cost, reasonably incurred, for the review of such working drawings. The Licensee covenants and agrees that all work regarding any installations, material improvement or alteration to the Connecting Equipment shall be in accordance with the working drawings provided to the Licensor and industry standards.

#### **8. Licensee's Covenants**

The Licensee covenants as follows:

- (i) The Licensee shall, at its sole cost and expense, maintain and repair the Licensee's Equipment in proper operating condition and maintain them in satisfactory condition as to safety.
- (ii) The Licensee shall, at its sole cost and expense, repair any damage to the Building, Communications Spaces and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any other occupant of the Building where such damage is caused by the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If the Licensee fails to repair or refinish the damage, 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 Licensee shall correct such interference as soon as possible but not more than forty-eight (48) hours after receiving written notice of such interference.
- (v) The Licensee will comply with all Building rules, as periodically adopted by the Licensor acting reasonably and all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Licensee's Equipment including the Licensee's provision of services.
- (vi) 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.

**9. Licensee's Equipment:** Upon the expiry or earlier termination of this License, the Licensee shall remove its Communications Equipment and repair any damage caused by such installation or removal. The Licensor acknowledges that the Communications Equipment and the Connecting Equipment, notwithstanding same may be affixed to the Building, shall at all times remain the property of the Licensee, and that the Licensor does not have, nor will it have, any right, title or interest whatsoever in the Communications Equipment and Connecting Equipment.

**10. Indemnity and Insurance:** The Licensee shall indemnify and save harmless the Licensor for any loss, claim or damage to person or property arising out of the use and/or occupancy of the Building by the Licensee and caused by its negligence or the negligence of those for whom it is responsible in law. The Licensee shall maintain in force public liability and property damage insurance coverage of not less than five million dollars (\$5,000,000.00), and the Licensee shall add the Licensor to the Licensee's insurance as an additional insured.

**11. Liens** The Licensee shall be responsible for the satisfaction or payment of any liens registered against the Building or the Lands by any supplier of labour, material, or services to the Licensee. The Licensee shall not permit any other security interest to be registered against the Building or the Lands. Any such liens or security



interest shall be discharged from title to the Lands by the Licensee, within five (5) Business Days at the request of the Licensor, by payment of sufficient money into Court to obtain removal of such lien or security interest and the Licensee shall otherwise indemnify the Licensor against any claims, liabilities or costs resulting from such lien or security interest.

**12. Default and Termination:** The Licensor shall be entitled to terminate this License in the event of any breach of this License by the Licensee if the Licensee fails to cure or to commence in good faith to cure such breach within thirty (30) days following written notice of such breach from the Licensor. The Licensee may terminate this License upon thirty (30) days' written notice to the Licensor if the Licensee shall be unable to obtain or shall cease to possess any necessary rights or approvals from any appropriate governmental or regulatory authority or in the event that the Building should become unsuitable or commercially impractical for the Licensee's business, in which case any prepaid portion of the POP Space Fee shall be adjusted as of the effective date of termination and returned forthwith to the Licensee.

**13. Assignment:** The Licensee may not assign or sublicense this License, in whole or in part without the Licensor's prior written consent, which shall not be unreasonably withheld or unduly delayed; however, where any such assignment or sublicense is to an affiliate, parent or subsidiary corporation, secured lender or acquirer of a material portion of the Licensee's voting shares or assets, the Licensor's consent shall not be required, but notice shall be given to the Licensor prior to any assignment of sublicense in such circumstances. 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.

**14. Change of Law:** This License, the actions or obligation of the parties are subject to all present and future laws, by-laws, regulations, rules, orders, decisions and guidelines of any duly constituted authorities having jurisdiction with respect to the subject matter of this License, whether Provincial, Federal or the CRTC. Notwithstanding anything contained in this License in no event shall this License be interpreted as limiting the rights of the Licensee or the Licensor, to avail itself of the provisions of the *Telecommunications Act*.

**15. Severability:** Should any provision of this License be illegal, unenforceable, or inconsistent with paragraph 14, that provision shall be considered separate and severable from the remaining provisions of this License and the remaining provisions shall remain in force and be binding upon the parties.

**16. Notices:** All notices required to be delivered hereunder shall be in writing and delivered to the addresses set out below by mail (deemed to be received three (3) business days after mailing) or facsimile transmission (deemed to be received on the next business day following the date of transmission):

Licensor: COLONNADE BRIDGEPORT ITF  
KS SLATER INC.

Address: 16 Concourse Gate  
Suite 200  
Ottawa, Ontario  
K2E 7S8

Attention: Deborah A. Cheresna, Property Manager

E-Mail: [dcheresna@colonnadebridgeport.ca](mailto:dcheresna@colonnadebridgeport.ca)

Phone: 613-225-8118

Licensee: TELUS Communications Inc.

Address: 25 York Street, Floor 22  
Toronto, Ontario  
M5J 2V5

Attention: Richard Johnson, Manager, Building Access

E-Mail: [Richard\\_johnson@telus.com](mailto:Richard_johnson@telus.com)

Phone: (416) 496-6893

The Licensor and Licensee may change their respective addresses by written notice to each other.

**17. Other Matters:**

- (a) This License, including all schedules attached hereto, is the entire agreement between the Licensor and the Licensee and contains all agreements, promises and understandings between the parties concerning the subject matter described herein.
- (b) This License shall be binding on the parties and their respective successors and assigns.
- (c) Each party shall be excused for any delay in performance of any of the provisions hereunder if such delay is due to circumstances beyond the affected party's reasonable control.

- (d) This License shall not create any other relationship between the parties other than that of licensor and licensee.
- (e) The Licensor and the Licensee each warrant that it has the requisite power, approval and right to enter into this License and to carry out all of its provisions.
- (f) The parties agree that this License shall be posted on the Licensee's website in accordance with CRTC disclosure requirements.

IN WITNESS WHEREOF the parties have duly executed this License.

Dated this 10<sup>th</sup> day of September, 2018

**COLONNADE MANAGEMENT INC.**  
**Operating as COLONNADE BRIDGEPORT**  
**In Trust For**  
**KS SLATER INC.**  
**Licensor**

Deborah A. Cheresna  
Authorized Signature  
Name: Deborah A. Cheresna  
Title: Property Manager

Dated this 7<sup>th</sup> day of August, 2018

**TELUS COMMUNICATIONS INC.**  
**Licensee**

Richard Johnson  
Authorized Signature  
Name: Richard Johnson  
Title: Manager, Building Access & Planning

**SCHEDULE "A"**

**POP SPACE**



## SCHEDULE "B" – TELECOM RULES

### Introduction

In order to manage the telecommunications infrastructure (voice, data, video and automated building controls) and pathways for the Building there is controlled entry to all "Telecom Rooms or TRs", including the demarcation room, co-location room, the main telephone room and individual riser/telecom rooms on each floor of the Building.

All parties requiring access to the telecommunications infrastructure are required to:

- a) provide a valid WSIB Certificate to Colonnade BridgePort.;
- b) provide proof of Commercial General Liability Insurance (minimum \$5,000,000);
- c) conform to the sections listed below.

### A. Security

Any installing agent requesting access to the TRs will follow the procedures listed below to ensure the security of all Licensees' equipment and also the Licensor's and tenants' interests.

- A.1.01 Identification must be provided by service technicians upon request.
- A.1.02 A Statement of Work order ("SOW") or drawings must be provided upon request stipulating the type of service being providing and for which Licensee.
- A.1.03 A contact number must be shown on the SOW so that the service technician may be contacted at any time while on the premises.
- A.1.04 The Owner(s), tenants, or Technical Representative are not responsible for any tools or equipment left behind.
- A.1.05 All service technicians will respect the real estate (or equipment) of other service providers.
- A.1.06 The installing agent is responsible for any permits required.
- A.1.07 The installing agent will ensure that all employees do not enter the TRs without prior authorization and the proper identification.

### B. Qualifications

B.1.01 The installing agent or contractor of any backbone or horizontal communication infrastructure will be performed and certified by an approved Certified System Vendor/CSV or equivalent.

### C. Workmanship

To ensure the highest level of workmanship and health and safety practices, the following standards and codes will apply to installations covered by this document. In the event of conflict, the most stringent and recent requirements will apply:

- C.1.01 TIA-222 Structural Standard for Antenna Supporting Structures and Antennas;
- C.1.02 TIA/EIA-526-7 Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant - OFSTP-7 - (February 2002)
- C.1.03 TIA/EIA-526-14-A Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant - OFSTP-14A - (August 1998) (ANSI approval withdrawn August 2003);
- C.1.04 TIA/EIA-568-B.1 (and all associated addendums) Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements - (May 2001) (partly replaces CSA T-529-95);
- C.1.05 TIA/EIA-568-B.2 (and all associated addendums) Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted-Pair Components - (December 2003) (partly replaces CSA T-529-95);
- C.1.06 TIA/EIA-568-B.3 (and all associated addendums) Optical Fiber Cabling Components Standard - (April 2002) (partly replaces CSA T-529-95);
- C.1.07 TIA/EIA-569-B (and all associated addendums) Commercial Building Standard for Telecommunications Pathways and Spaces - (October 2004);
- C.1.08 TIA/EIA-606-A Administration Standard for Commercial Telecommunications Infrastructure - (May 2002) (replaces CSA T-528-93);
- C.1.09 ANSI-J-STD-607-A Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications (replaces CSA T-527-94);
- C.1.10 TIA-758-A Customer-owned Outside Plant Telecommunications Infrastructure Standard - (August 2004);
- C.1.11 TIA-942 Telecommunications Infrastructure Standard for Data Centers;
- C.1.12 Building Industry Consulting Services International (BICSI) – Telecommunications Distribution Methods Manual (TDMM) 11th Edition, 2006;

C.1.13 Canadian Standards Association (CSA), Canadian Electrical Code and Ontario Electrical Safety Code: most current editions;

C.1.14 National and Provincial Fire Codes: most current editions.

#### **D. Standards and Specifications**

D.1.01 Jumpers will be installed in a designated location and deleted circuits will have jumpers removed to ensure what is a living circuit or not.

D.1.02 Any obsolete or abandoned horizontal cables that enter the TRs are to be completely removed back to its source.

D.1.03 Any new cables or circuits will be labelled properly including permanent labelling indicating the date of installation, the Licensee and/or circuit number, the installing agent and the "to" and "from" locations for all cables.

D.1.04 All multi-pair fibre optic cables will be labelled, using manufactured identification tags, fastened 100mm prior to cabling opening.

D.1.05 Manufactured caution labels identifying fibre optic cable will be fastened to ensure awareness of its fragility.

D.1.06 When installing cables that terminate in a TR, a designated location will be determined by the Technical Representative or by building management.

D.1.07 The service technician is responsible for cleaning-up and discarding all materials and debris in an appropriate manner.

D.1.08 Any hammer drilling, coring, powder actuated tools and other work of a noisy, dusty or vibrant nature will be done after business hours.

D.1.09 The Licensor will repair structural elements caused by the contractor at the contractor's expense.

D.1.10 All conduits will be clearly labelled at both ends to designate origin and destination.

D.1.11 All pull boxes will be properly labelled with the origin and destination of the conduits entering and exiting.

D.1.12 All new conduits will be equipped with a pull string of a test rating of 90 kilograms (200lbs).

D.1.13 All pull strings will be replaced when adding new cables in conduit with test rating of 90 kilograms (200lbs).

D.1.14 Cables will not be supported from existing cables, conduits, straps, plumbing, sprinkler pipes or other inappropriate hardware.

D.1.15 Cables will not be run on the outside walls, along windows, in air ducts, or any other type of exterior.

D.1.16 All cables are to be run parallel to the T-bar grid systems to the equipment room.

D.1.17 Conduit and cable will be installed neatly so as not to interfere with existing installations or to make them inaccessible.

D.1.19 The Technical Representative will inspect the communications rooms on completion of the work and regularly throughout construction.

D.1.20 CSA/ULC approved fire stop system must be used or replaced when breaching installation of telecommunications circuits any property fire separating walls or vertically between floors.

#### **E. Safety**

E.1.01 Hard hats and safety boots will be worn in accordance with the rules and regulations established for the Property.

E.1.02 Eye or face protection will be worn when handling material liable to injure or irritate the eyes or when engaging in any hazard from flying objects.

E.1.03 Hearing protection will be worn when entering or working in a noisy hazardous area. This includes, but not limited to, operations sound levels exceeding 85 decibels.

E.1.04 Safety belts and lifelines will be worn when working at heights greater than 3.26 metres above floor level where it is impractical to provide adequate work platforms or staging.

E.1.05 Communication rooms will be kept clean at all times.

E.1.05 Communication room doors will be closed at all times.

E.1.06 Any accidents concerning the service technician on site will be written up and reported to the Property Manager and the Technical Representative.

E.1.07 All Occupational Health and Safety Regulations will be adhered to at all times.

E.1.08 When grinding, soldering, or welding, a 5 lb. ABC extinguisher will be available within 10 ft.

E.1.09 The Technical Representative will require that a Building Work Permit be completed and signed by the Property Manager or building management before commencement of any work. Contractor access to the site is restricted to the conditions set out in the work permit.



**F. Statement of Work**

F.1.01 No changes or additions to the Statement of Work ("SOW") will be made without the approval of the Licensee and the Licensor.

F.1.02 When authority to implement a change is necessary, requests for such authority will be forwarded to the Technical Representative who will then produce and distribute the necessary documents to confirm approved changes to the SOW.

F.1.03 The Licensee or contractor will forward the following information to the Technical Representative within 30 days of project completion:

- (a) actual work completion
- (b) final project report including a copy of each of the following
  - as built drawings showing all cable and conduit runs clearly labelled;
  - cable acceptance test results (where applicable);

F.1.04 Review by the Technical Representative and the Licensor is solely intended to ensure compliance with the Construction and Telecommunication Wiring Management Procedures, and does not imply responsibility on the part of the Technical Representative and the Licensor for the designs and details contained in your design submission.

**G. Approval for Construction**

G.1.01 No construction may commence without:

- (a) written approval of submitted Licensee drawings and a Work Authorization Permit from the Licensor and/or the Technical Representative;
- (b) obtaining a building permit and supplying a copy to the Licensor and/or the Technical Representative;
- (c) evidence of WSIB registration;
- (d) a list of all sub-trades including contact names and phone numbers; and,
- (e) that this agreement has been fully executed by all parties.

G.1.02 Contractors starting construction prior to the above, or not adhering to the following methods or procedures, may be removed from the job site at the sole discretion of the Licensor.

**H. Loading Dock Procedures**

H.1.01 Parking in the loading dock area is not permitted. Unload and remove all vehicles promptly.

H.1.02 Make all deliveries through the loading dock and freight elevators only. Contractors are to receive their own deliveries. The dock master or Security will not sign for shipments.

H.1.03 Storage is not permitted on the dock.

H.1.04 All contractors will supply their own carts. Only soft rubber wheeled units are permitted.

H.1.05 The Licensor will repair damages to the Property and Building at the contractor's expense.

H.1.06 Oversize deliveries may be prearranged through Security for off street loading. Any street permits required are the responsibility of the contractor.

**I. Hours of Work**

I.1.01 All core drilling, hammer drilling, table saws, powder-actuated tools and other work of a noisy, dusty, or vibrant nature will be done after business hours or at a time agreed to in writing by building management.

I.1.02 Work interfering with the ongoing business of other tenants and/or service providers or resulting in tenant and/or service provider complaints will not be permitted to continue.

I.1.03 Noisy or odorous work resulting in other tenant complaints during regular business hours will be stopped.

I.1.04 Apply all odorous materials such as oil base paints, adhesives, and spray-applied finishes, etc. off-site where possible. If off-site applications are unavoidable, apply odorous materials after business hours only.

I.1.05 A limited amount of latex paint may be used during regular business hours.