

SERVICE PROVIDER BUILDING ACCESS LICENSE AGREEMENT

This **BUILDING ACCESS LICENSE AGREEMENT** ("License") is made and entered into as of the 1st. day of April, 2001, between Vantech Centre Corp. ("Licensor") and TELUS Communications Inc., ("Licensee").

1. Basic Terms

Address of Building: 369 Terminal Avenue, Vancouver, B.C.
Licensor: Vantech Centre Corp.
Contact: Mr. Mike Cooper Sam Kung
Phone #: (604) 535-2656 (604) 684-8823
Email Address: _____

2. Term

The Term of this License Agreement shall be five (5) years (the "Term") commencing on such date as shall be the first to occur of:

April 1, 2001; and

the first day following the month of commencement of the installation of the Telecommunications Equipment (such first occurring date hereinafter called the "Commencement Date").

3.

- (a) The Licensee shall pay to the Licensor a fee of One Thousand Five Hundred Dollars (\$1,500.00) per annum per Cabinet during the initial Term (the "Annual Space Fee") plus GST thereon which fee plus GST shall be payable in advance of the Commencement Date and, thereafter, on each anniversary of the Commencement Date during the Term.

The Licensee shall pay to the Licensor, the Licensee's Proportionate Share of HVAC and Power Cost calculated and payable in accordance with Section 14 hereof.

- (c) Room Construction Fee – The Licensee shall pay to the Licensor a Room Construction Fee in the amount of Two Thousand Six Hundred Dollars (\$2,600.00) per Cabinet not later than on the Commencement Date.

4. Definitions

"Annualized License Fee" shall mean a sum calculated for the twelve (12) month period beginning on the anniversary date of this License.

The "**Building**" shall mean the office building located upon the real property described in Schedule "A" attached hereto and incorporated herein. The address of the Building known as Vantech Centre Corp. is 369 Terminal Avenue, Vancouver, B.C.

"**Cabinet**" shall mean each Equipment Space occupied by the Licensee of approximately 20 square feet.

"**Communications Design Authority**" (CDA) shall mean the authorized agent representing the Licensor for the management and control of all activities relating to the delivery of telecommunication services to tenants within the Building.

"**Entrance Conduit**" shall mean a vertical and/or horizontal conduit in the Building, through which service providers entrance cable will be installed. The Entrance Conduit shall originate at the Licensor's property line and shall proceed through the building penetration point to Licensee's Equipment Space (defined herein).

"**Equipment Room**" shall mean that room located on the ground floor of the Building and which is outlined in bold black on the plan attached hereto as Schedule "B".

"**Equipment Space**" shall mean approximately (20) Twenty square feet (28" long x 32" wide) per Cabinet located in the Equipment Room on ground floor as designated in Diagram "Equipment Room Layout" attached hereto. The equipment space will be used by the Licensee for the installation and operation of "Telecommunications Equipment". A detailed set drawings shall be provided to the Landlord for approval, showing Cabinet size (specifications) and layout prior to commencement of installation.

"**HVAC and Power Cost**" shall mean the cost of heating, ventilating, lighting, air conditioning and providing power to the Equipment Room as separately metered.

"**Inside Cable**" shall mean optical fibers, and/or copper cable that extend beyond the demarcation point to be used by Licensee to distribute its services to the various tenants throughout the Building. Ownership of all "Inside Cable" will remain with the Licensor.

"**Licensee's Proportionate Share of HVAC and Power Cost**" shall mean a fraction which has as its numerator the area of the Equipment Space allocated in the Equipment Room to the Licensee and as its denominator the area of all Equipment Space located in the Equipment Room which is subject to licenses and like agreements in favour of communications systems licensees including this License Agreement.

"**Normal Business Hours**" for the Building shall mean 8:00 a.m. to 5:00 p.m. Mondays through Fridays, exclusive of normal business holidays.

"**Raceway**" shall mean the spaces and pathways within the property and Building used for routing telecommunications cables and ancillary equipment outside the Equipment Space. The purpose of the raceway will be to permit interconnection of cables from the Equipment Space to the Inside Cable that distributes communications services to various customers of Licensee in the Building. The precise location of the raceway applicable to this Licensee will be designated by Licensor in writing and will be installed only as so designated by Licensor.

This raceway does not include any connections with any rooftop antenna system which Licensee desires to install on the Building. Such antenna system connections will instead be permitted, if at all, pursuant to an Antenna Lease or License Agreement to be entered into between Licensee and Licensor.

“Schedules” shall mean:

- Schedule “A” - Legal Description
- Schedule “B” - Equipment Room
- Schedule “C” - Rules and Regulations

“Telecommunications Equipment” shall mean the cabinets, racks, cables, switching and routing equipment, grounding wiring and related equipment housed in the “Equipment Space” and used in the normal course of Licensee’s business pursuant to the terms of this License.

“Tenant” shall mean any occupant of the Building conducting business under the terms of a separate lease agreement with Licensor.

5. Grant of License

Subject to and upon the terms herein set forth, Licensor grants the Licensee a non-exclusive License, subject to the terms and conditions herein, to use the Raceways and the Equipment Space and to install or cross connect to existing Inside Cables to various tenants of Licensor in the Building on a non-exclusive basis, all as is more particularly described herein.

Licensee shall have the right to locate Telecommunications Equipment in the Equipment Space in accordance with Building specifications, and Licensee shall use the Equipment Space and Raceways to provide telecommunications services to or for the benefit of the occupants of this Building only.

6. Installation, Maintenance and Repair

All equipment placed by Licensee within the licensed premises shall be at Licensee’s sole risk and expense, save and except for any gross negligence or wilful misconduct of Licensor or those for whom Licensor is responsible in law. Licensor shall have the right to reasonably limit the type, size, and location within the Building of Licensee’s equipment. Installation of equipment in Equipment Space will be done in strict compliance with the attached Site Technical Standards identified as “Rules and Regulations” (needs to be attached and reviewed).

All construction, installation, maintenance, and repairs shall be completed in a workmanlike manner using generally accepted construction standards. Licensee shall install the equipment in a safe and proper manner so as to pose no known hazard to safety of life or property with respect to persons and property in or about the Building.

No installation, alterations, or repairs shall be initiated without first delivering to the Licensor’s Communications Design Authority (CDA) plans and specifications of the proposed changes, in substance and form acceptable to the (CDA), acting reasonably.

7 Licensee Costs

Save and except for any cost, damages, or expense arising out of the gross negligence or wilful misconduct of Licensor or those for whom Licensor is responsible in law, Licensee shall be responsible for any and all cost, damage or expense arising from the installation, maintenance, or repair to the Equipment Space, and any and all cost, damage, or expense to the Building or property of the Licensor or other licensees or Tenants of the Building arising from such installation, maintenance or repair operations.

Licensee shall pay on a one time basis as noted in Section 3, subsection (c), costs associated with the initial provisioning of electrical, heating, lighting, air conditioning sprinkler systems, and common Raceways systems required to allow interconnection of Equipment to Inside Cable, and any additional, items required by Licensee which, in Licensor's reasonable judgement, are necessary to accommodate Licensee's ability to offer services to Building Tenants.

Notwithstanding the foregoing, Licensor may withhold consent for Licensee's installation of any items if, in Licensor's reasonable judgement, the same are not necessary or would cause damage or injury to the Building or cause or create a dangerous or hazardous condition or entail excessive or unreasonable alterations or repairs to the Building, or would interfere with or create or constitute a disturbance to other tenants, licensee's or occupants of the Building. Provided Licensor acts in a reasonable manner in no event shall Licensor incur any liability for Licensor's refusal to install or modify, or for its withholding of consent for Licensee's installation or modification of, any such electrical facility or equipment.

8. Governing Law

This License shall be governed exclusively by the provision hereof and by the laws of the jurisdiction in which the Building is located.

9. Building Rules and Regulations

Licensee will comply with the reasonable rules and regulations of the Building Communications Design Authority as adopted and altered by Licensor from time to time and will cause all of its agents, employees, invitees, and visitors to do so. All changes to such rules shall be reasonable and will be sent by Licensor to Licensee in writing. The current rules and regulations applicable to Licensee's activities in the building are attached hereto as Schedule "C" (needs to be attached and reviewed) and a part hereof. All rules and regulations shall be enforced equally against all tenants and other Licensees.

10. General Access by Licensee

For the term of this Agreement, Licensor shall provide Licensee reasonable access to the Building Equipment Space on a 7X24 basis subject to reasonable security requirements. Access outside Normal Business Hours as well as access to riser closets on Tenant floors will be defined in the Building Rules and Regulations attached hereto as Schedule "C" (needs to be attached and reviewed).

1 Security

Licensee understands that the Equipment Space must be kept locked and secure at all times and the electrical or telephone room must not be available or open to the public.

Security measures are outlined in the Building Rules and Regulations Schedule "C" (needs to be attached and reviewed) and shall be monitored and enforced by Licensor's Communications Design Authority. Licensor, however, shall have no liability for theft or burglary, or for damage done by unauthorized persons in the Raceways or Equipment Space unless caused by the gross negligence or wilful misconduct of Licensor, its agents, employees, or invitees.

12 Licenses and Permits

Prior to commencing any work on the Raceways or Equipment Space, Licensee shall obtain all necessary licenses, permits and consents and provide copies of same to Licensor. Licensor shall have the right to monitor all such work, at its own expense.

13 Connections to Public Streets or Utilities

Licensee acknowledges that Licensor has no obligation to assure or guarantee Licensee the necessary connections to public streets or utilities that may be necessary for the operation of Licensee's Telecommunications Equipment in the Building. It is solely the responsibility of Licensee to negotiate agreements with public utilities or third parties for these connections. Notwithstanding the above, in areas owned, controlled or managed by Licensor within the immediate area of the Building, Licensor shall assure and guarantee Licensee access necessary for the operation of Licensee's Telecommunications Equipment.

14 Use and Payment of Electrical Services by Licensee

Licensee may connect its Telecommunications Equipment to all utilities including telephone, fibre, hydro, and where applicable, to connect to the Landlord's electrical grounding system, interior wiring, cabling and the equipment of other Tenants of the Building. The heating, ventilating, lighting, air conditioning, and power to the Equipment Room shall be separately metered and the cost thereof payable by licensees of space in the Equipment Room based on their respective proportionate shares.

The Licensee shall, during the Term and during any extension or renewal thereof, pay the Licensee's proportionate share of the HVAC and Power Cost as follows:

- (a) the Licensee's Proportionate Share of HVAC and Power Cost for the ensuing year shall be estimated by the Licensor prior to the Commencement Date and prior to each anniversary thereof during the Term and during any extension or renewal thereof, and the Licensor shall furnish to the Licensee a written estimate of the Licensee's Proportionate Share of HVAC and Power Cost payable with respect to each such period as determined by the Licensor, from time to time, and the Licensee shall pay the amount so estimated in advance, to the Licensor on the Commencement Date and on each anniversary of the Commencement Date during the Term and during any extension or renewal thereof; and

- (b) within 90 days after the end of each such period, the Licensor shall furnish to the Licensee a statement showing the actual amount of the Licensee's Proportionate Share of HVAC and Power Cost paid and payable by the Licensee and the Licensor and Licensee covenant and agree each with the other that if an overpayment of the Licensee's Proportionate Share of HVAC and Power Cost for the ensuing period such amount shall be paid to the Licensee, and if an amount remains owing to the Licensor in respect of the Licensee's Proportionate Share of HVAC and Power Cost, the Licensee shall forthwith pay such amount to the Licensor.

15. **Liability Insurance**

Prior to the commencement of any work in the Building, Licensee shall obtain and shall maintain throughout the Term and during any extension of the Term and/or renewal of the Term and so long as the Licensee shall have Telecommunications Equipment in the Building, the following insurance, at its own expense, in the amounts not less than those specified below:

Workers' Compensation Insurance in accordance with the laws of British Columbia;

All Risks Property Insurance on insurable property and all equipment and objects owned or operated by Licensee or by others (other than Licensor) on behalf of the Licensee in the Building relating to or serving the Building in an amount not less than replacement cost. This insurance will name the Licensor as an additional insured, contain a waiver of any subrogation rights that the insurers may have against the Licensor or the Licensor's mortgagee and against those for whom any of them is responsible in law, whether the loss or damage is caused by the fault, default, act, omission or negligence of the Licensor or by those for whom the Licensor is in law responsible (but if the Licensee fails to secure such waiver, the Licensee will pay to the Licensor as liquidated damages payable on demand all monies to which subrogor hereunder becomes entitled and the cost of any legal defence of any claim for subrogation); and

- (c) Comprehensive General Liability Insurance in a minimum amount of \$5,000,000.00 per occurrence for injury, death or property damage arising out of the Licensee's operations pursuant to this Agreement. This insurance will include intentional acts to persons or property, personal injury, employers' and blanket contractual liability coverages, provisions for cross liability, severability of interests and occurrence property damage and will name the Licensor as a named insured.

16. **Indemnification**

Except for Licensor's gross negligence or wilful misconduct for which insurance coverage is denied or breach of this License, Licensee hereby agrees to protect, defend and hold harmless Licensor and its partners and their respective officers, employees, agents, directors, shareholders and assigns, from and against all loss, claims and expense, including without limitation, any loss

or damage attributable in whole or in part to Licensee or its employees, servants, agents, or contractors, because of damage to, loss or disease, or death sustained by any person, including workmen's occupational disease, scaffolding, structural regulations to the employment, health, safety, or working conditions of workmen, arising out of the performance of work by Licensee, its contractors or subcontractors.

17. Transfers by Licensor

Subject to the rights of the Licensee herein and the consent of the Licensor which shall not be unreasonably withheld, Licensor shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building and property referred to herein, and shall provide a copy of this Agreement to such transferee prior to closing, and in such event and upon such transfer Licensor shall be released from any further obligations hereunder. Subject to the prior written consent of the Licensor, which shall not be unreasonably withheld, the Licensee may assign this License to its affiliates, associates, lenders or purchasers of all or any part of its network assets. The benefits and obligations of the License granted hereby shall enure to the benefit of and shall bind the Licensee and Licensor and their respective permitted successors and assigns.

18. Termination

The Licensor may terminate this agreement if the Licensee has failed to cure a breach for which it has been given 30 days written notice from the Licensor, unless the breach is incapable or remedy within 30 days and Licensee has diligently commenced action to cure the default. The Licensee may terminate this Agreement at any time upon thirty (60) days written notice in the event that the Licensee is unable to obtain all necessary rights and approvals from applicable government authorities or third parties, or if such rights and approvals expire or are otherwise revoked or if it becomes commercially impractical for Licensee to provide its services at the building.

19. Events of Default

The following events shall be deemed to be events of default by Licensee under this License:

- (a) Licensee shall fail to pay any license fees or other sum of money when due hereunder and such failure shall continue for a period of 30 business days after receipt of written notice from Licensor of such failure; or
- (b) Licensee shall fail to comply with any provision of this License or any other Agreement between Licensor and Licensee not requiring the payment of money, and such failure shall continue (or Licensee has not commenced diligently to remedy such failure) for a period of 30 days after written notice of such default is delivered to Licensee.

20. Removal of Equipment/Holding Over/Restoration

Licensee shall have 30 days after the expiration or earlier termination of this License in which to remove its Telecommunications Equipment from the Equipment Space and Raceway and to

restore the Building and Raceway to their original condition, reasonable wear and tear excepted. If the Licensee it shall fail to do so within such period, it shall be deemed to have abandoned such Telecommunications Equipment and the same shall become the property of the Licensor for the Licensor to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to the Licensee therefor.

21 Notices

All notices under this License agreement shall be in writing and may be delivered by mail, facsimile or in person to the addresses below or to such other address as is specified by the Licensor or the Licensee, and the notice will be deemed to have been given and received on the day of receipt.

22. Extensions

If the Licensee has duly, regularly and punctually paid the fees provided herein at the times required and has duly, regularly and punctually observed each of its other obligations under this Agreement and the Licensee has exercised any prior option to extend the Term, then the Licensee shall have the option to extend the Term of the License granted hereby for four (4) further consecutive periods of five (5) years each, provided that written notice is delivered to the Licensor at least sixty (60) days prior to the expiration of the then current Term. The extension Term shall be upon the same terms and conditions as are contained in this Agreement except that:

- (a) this extension clause shall be amended to reduce the extension terms by a number of equal to those exercised; and
- (b) the Annual Space Fee shall be the then current fair market fee for similar Equipment Space, Raceway rights and other rights in similar premises in similar vicinities as provided in the Building pursuant to this License Agreement, and shall be agreed by the parties no later than the commencement of the extension term in question and failing agreement by that date, then Annual Space Fee shall be determined in accordance with the Commercial Arbitration Act of British Columbia, the cost of which shall be borne equally by the Licensee and the Licensor provided each party shall bear the cost of its own solicitors, advisors, and experts.

23 Entire Agreement

This License agreement constitutes the entire agreement of the Licensee and Licensor and supersedes all prior agreements and understanding whether written or oral relative to the subject matter hereof.

24. Successors and Assigns

This Agreement shall be binding on the respective heirs, successors and assigns of the Licensor and the Licensee.

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 performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall mean any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions, or disruptions, riots epidemics, acts of government or any competent authority having jurisdiction, or any other legitimated cause 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.

26. CRTC Decision

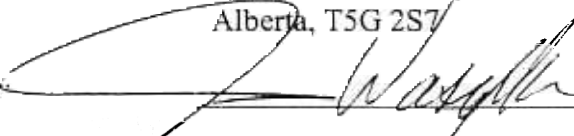
The Owner and Licensee acknowledge that the access rights of telecommunications providers in multi-tenant buildings is presently subject to a regulatory proceeding initiated by the CRTC. In the event the CRTC issues a ruling or decision in respect of such access rights while this Agreement is in effect, this Agreement shall be amended by the parties in such a manner so as to give effect to such ruling or decision, and all appropriate adjustments in respect of any amounts paid under this Agreement shall immediately be made between the parties to ensure that this Agreement is brought into conformity with such ruling or decision, including, without limitation, the termination of this Agreement if necessary.

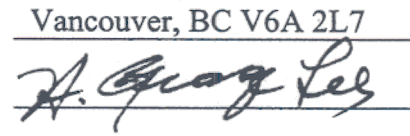
Date: April 12, 2001

Date: April 12, 2001

Licensee: TELUS Communications Inc.
12040 - 107 Street, Edmonton,
Alberta, T5G 2S7

Licensor: Vantech Centre Corp. -
800-333 Terminal Ave.
Vancouver, BC V6A 2L7

Per: 

Per: 

Name: Jerry Wasylkiw
Building Access Manager

Name: George Lee
Title: President Chairman

Mailing Address:

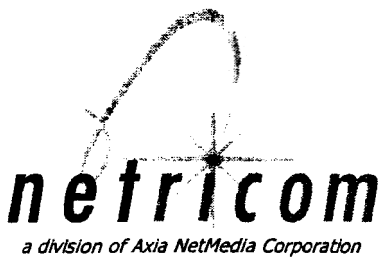
SCHEDULE "A"

Legal Description of Building

City of Vancouver

Parcel Identifier: 011-684-186

Lot G Block G District Lot 2037 Plan 21789



SCHEDULE "C"

Rules and Regulations

October 20, 2000

Rev.1

Pacific Trade and Commerce Center Corp. 369 Terminal Avenue, Vancouver

Netricom is appointed the Communications Design Authority (CDA) for 369 Terminal Avenue Building.

This document contains Rules and Regulations for Service Providers to provide Telecommunication Services for Tenants at 369 Terminal Avenue. Included is a Rate Schedule (Item 5) and (2) Diagrams identifying layout of space and Risers.

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**Rules and Regulations for Telecommunication Service Providers
at 369 Terminal Avenue - Vancouver**

The following summarizes the Rules and Regulations for Telecommunication Service Providers referred to as CLEC's (Competitive Local Exchange Carrier) and ILEC (Incumbent Local Exchange Carrier) in deployment of Telecommunication services for Tenants at 369 Terminal Avenue Building.

1. Definitions:

- **Communication Design Authority (CDA)** – The CDA is the Company contracted by the Landlord and/or Building owner to Design, Manage and deploy all Telecommunications Cabling Infrastructure inside the Building while coordinating access and space required by Service Providers (CLEC/ILEC). Netricom is the CDA for 369 Terminal Avenue Building.
- **Equipment Room** – On the ground floor, this room is used to support Equipment Cabinets owned by CLEC's (Competitive Local Exchange Carriers) serving the building. As a common space shared by other CLEC's, each CLEC will be assigned unit spaces for their lockable Cabinets. The room will be equipped with lighting, power distribution panel (120/208V - 3 phase, 4 wire), Heating/Ventilation/Air Conditioning, Cable Tray to Risers and Plywood Backboards as required. All power consumed by this room will be metered for power consumption. This room will be locked and accessed by CLEC's and Building Manager only.
- **ILEC Room** – (Incumbent Local Exchange Carrier) – Located on ground floor next to CLEC Room, this room is assigned to Telus. Tray will be provided and extended to the CLEC tray leading to the Risers Infrastructure (MDR) serving the Building.
- **Main Distribution Riser (MDR)** – Located on the ground floor across the hall from ILEC/CLEC space, this room supports all Copper and Fibre Optic termination's of Risers serving floors 2 to 8 inclusive and will be used to cross-connect Copper and/or Fibre Optic cables extended to ILEC/CLEC Rooms. This room will be locked and accessed by the CDA and Building Manager only.
- **Riser Room** – Each floor (2 to 8 inclusive) will have a Riser Room supporting all Telecommunication Riser Cables (Copper and/or Fibre Optic). Riser Rooms will be provided with lighting, power and plywood backboards needed for Cable termination's of Risers from MDR on ground floor and Tenant Communications Closets (TC) residing on same floor as Riser Room. This room will be locked and accessed by CDA and Building Manager only.
- **Telecommunication Closet (TC)** – Occupied Tenant will have one or more TC's on one or more floors. The TC is separate from the Riser Room serving the floor. Services (including cabling) to the Tenant's TC will be extended to the Riser Room on that floor and cross-connected to Risers terminated in Riser Room. From the Main Distribution Room (MDR), cross-connection to the Tie Cable feeding the CLEC and/or ILEC equipment.

2. Initial set-up of CLEC Equipment at 369 Terminal Avenue

- CLEC to arrange time with CDA to confirm placement of Equipment Cabinets in Equipment Room (as per attached drawing)
 - CDA can supply and/or install Cabinets in Equipment Room at the request of the CLEC.
 - CLEC will be provided with key to access Equipment Room.
 - Pricing for above will be published on a Rate Schedule

3. Process for Deploying Tenant Services by CLEC's and ILEC:

The purpose is to incorporate Cabling Infrastructure as Managed by the CDA. Tracking, documenting services and accounting for Building Risers (copper or fiber) used by CLEC's or ILEC to all Tenants in building. This will form part of a Managed Riser system.

Option #1 – Installation by CDA

- **Step 1** - CLEC or ILEC shall notify the CDA (by Fax with 5 business days notice) of the following information;
 - Tenant information – Company name & contact
 - Service activation date expected or move-in date of Tenant
 - Service type(s)
 - Physical Tenant location, example - 4th floor, TC west or TC east
 - Number of Riser Copper pairs and/or Fiber Optic strands required to serve Tenant
 - Notify CDA (Netricom) in priority as follows;
 - Office – Fax (604) 433-6920, phone (604) 433-6915
 - Customer Service Representative – Sean Magee
 - Administrative Assistant – Dani Kasburg
 - Project Manager – Alan Belado
 - Account Executive – Fred Sylvestre
 - Branch Manager – Brian Sanche
 - Please Note – “Service Request at 369 Terminal Ave.” on Fax sheet
- **Step 2** – CLEC or ILEC shall notify the CDA if cabling requirements. This shall be part of “Service Request at 369 Terminal Ave.” in Step 1.
 - Refer to “Item # 4 -Telecommunication Risers” for available options
- **Step 3** – CDA confirms receipt of “Service Request at 369 Terminal Ave.” then execution of work order as follows;
 - CDA executes delivery of cabling requirements including cross-connections at MDR and Riser Room.
 - CDA confirms with CLEC / ILEC, time & date of completion.
 - CDA submits invoice to CLEC or ILEC including reference of Service Request work order Number.
 - Pricing will be published on a Rate Schedule

Alternatively, if CLEC or ILEC prefer using their own forces to deploy cabling to Tenants, then **Option #2** is available and stipulated as follows;

Option #2 – Installation by Others

- **Step 1** – CLEC/ILEC shall notify the CDA (by Fax with 3 business days notice) of the following;
 - **Company c/w contact & phone number that will be assigned to complete work order.**
 - Tenant information – Company name & contact
 - Service activation date expected or move-in date of Tenant
 - Service type(s)
 - Physical Tenant location, example - 4th floor, TC west or TC east
 - Number of Riser Copper pairs and/or Fiber Optic strands required to serve Tenant
 - Notify CDA (Netricom) in priority as follows;
 - Office – Fax (604) 433-6920, phone (604) 433-6915
 - Customer Service Representative – Sean Magee
 - Administrative Assistant – Dani Kasburg
 - Project Manager – Alan Belado
 - Account Executive – Fred Sylvestre
 - Branch Manager – Brian Sanche
 - Please Note – **“Service Request at 369 Terminal Ave.”** on Fax sheet

- **Step 2** – CLEC or ILEC shall notify the CDA of the cabling requirements. This shall be part of **“Service Request at 369 Terminal Ave.”** in **Step 1**.
 - **Refer to “Item # 4 -Telecommunication Risers” for available options**
 - CDA will assign bundles of Cat.3 Riser pairs required by CLEC / ILEC.
 - CDA will assign Fibre Optic Strands required by CLEC / ILEC as additional cost to CLEC / ILEC defined in **Rate Schedule**.
 - CDA will assign a Service Technician to Supervise the installation and provide access to the MDR and Riser Rooms. The cost for Supervision is the responsibility of the CLEC / ILEC as defined in **Rate Schedule**.
 - CLEC / ILEC executes delivery of cabling requirements including cross-connections at MDR and Riser Room in accompany of the CDA.
 - CLEC / ILEC to provide details of completion to the CDA by fax and at site;
 - Which pairs (copper or fibre) are cross-connected at MDR end to Tie Cable end at CLEC / ILEC equipment.
 - Which pairs (copper or fibre) are cross-connected at Riser Room end to Tie Cable at TC (Tenant) end.

As the CDA will perform on-going cabling work in the building, our responsibility is to ensure Building Standards for cabling are maintained. As such, if Building Standards for Cabling installations are not met, the CDA will document and report findings to the Building Landlord for resolution.

4. Telecommunication Risers:

Following Building Risers are available for use by CLEC's / ILEC. As noted, some are provided at no cost, while others will be an additional cost to CLEC's / ILEC as defined in **Rate Schedule**.

- **Riser Cabling - provided in Building;**
 - From MDR to each Riser Room on floors 2 to 8 inclusive
 - 150 pair Cat.3 FT-4 cable - **no cost**
 - 50 pair Cat.5 FT-4 cable - **no cost**
 - 62.5/125 Multi-Mode Fiber Optic cable - **refer to Rate Schedule**
 - CLEC / ILEC to include number of Pairs and/or Fibre strands required as part of "**Service Request at 369 Terminal Ave.**".

- **Tie Cabling - not provided in Building;**
 - From MDR to Equipment and ILEC Rooms on ground floor.
 - From Riser Room(s) to Telecommunication Closet(s) (TC) of Tenants on floors 2 to 8 inclusive.
 - As requirements vary, the Tie Cabling is to be determined by the CLEC / ILEC and included as part of "**Service Request at 369 Terminal Ave.**".
 - Refer to **Rate Schedule** for Tie Cabling request.

- **T1 Applications**

According to Nordx/CDT, T1 signals can run over Cat.3, 24 AWG or Cat.5, 24 AWG IBDN cables without risk of interference with a maximum reach of 450 ft (137 m). As noted above, each floor will include both Cat.3 and Cat.5 cable to each Riser Room for use to run T1 signals. However, if T1 Type shielded cable is preferred, we will provide pricing at the request of the CLEC or ILEC.

5. Rate Schedule for CLEC and ILEC at 369 Terminal Ave

.1 Fiber Optic - Risers - Multimode 62.5/125

- From MDR on ground floor to Riser Room(s) (floors 2 to 8 inclusive)
- Terminated on SC Connectors on wall mounted panels at MDR and Riser Room
- Tested bi-directional @ 850 nm and 1310 nm

Floor #	Single Payment (gst extra)			
	<u>2 strand</u>	<u>4 strand</u>	<u>6 strand</u>	<u>12 strand</u>
2	890.00	1070.00	1250.00	1800.00
3	940.00	1120.00	1300.00	1850.00
4	990.00	1170.00	1350.00	1900.00
5	1040.00	1220.00	1400.00	1950.00
6	1090.00	1270.00	1450.00	2000.00
7	1140.00	1320.00	1500.00	2050.00
8	1190.00	1370.00	1550.00	2100.00

.2 Fiber Optic - Tie Cable – Multimode 62.5/125

- Up to 30 Meters from Riser Room to Tenant’s Telecommunication Closet (TC) or from MDR to Equipment or ILEC Rooms
- Inner-Duct -plenum rated as required – used to install Fiber cable
- Terminated on SC Connectors
- Tested bi-directional @ 850 nm and 1310 nm

Floor #	Single Payment (gst extra)			
	<u>2 strand</u>	<u>4 strand</u>	<u>6 strand</u>	<u>12 strand</u>
Any floor	1200.00	1350.00	1500.00	2100.00

.3 CDA Rates for 369 Terminal Ave.

- Following rates apply for “Service Request at 369 Terminal Ave.”
 - **Labour Rates – (gst extra):**
 - Monday-Friday – 8am to 4pm
 - 50.00 per hour – 1 Technician c/w Service Vehicle
 - 95.00 per hour – 2 Technicians c/w Service Vehicle
 - 2 hour minimum call-out – with 3 + days notice
 - 3 hour minimum call-out – with 24 + hours notice
 - 4 hour minimum call-out – with same days’ notice
 - Overtime – Week-ends & after 8 hour day (as per BC Labour Code)
 - Time & one half – 1.5T above rates
 - Double Time – 2T above rates
 - **Materials & Consumable items**
 - Cost plus 20% margin