

TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN:

ARTIS MACTRI LTD.
(the "Licensor")

- and -

TELUS COMMUNICATIONS INC.
(the "Licensee")

INDEX

| <u>Section</u> | <u>Page No.</u> |
|--|-----------------|
| 1. DEFINITIONS..... | 2 |
| 2. GRANT OF LICENSE | 6 |
| 3. FEES | 8 |
| 4. TERM, OPTION TO RENEW & OVERHOLDING..... | 9 |
| 5. USE & CONTROL OF THE BUILDING..... | 10 |
| 6. ELECTRIC UTILITIES..... | 11 |
| 7. CONSTRUCTION..... | 12 |
| 8. COVENANTS | 15 |
| 9. ACCESS | 17 |
| 10. INSURANCE..... | 18 |
| 11. RELEASE | 19 |
| 12. LIENS | 21 |
| 13. CONSEQUENTIAL DAMAGES - EXPANDED MEANINGS-AGENCY AND TRUST | 21 |
| 14. ASSUMPTION OF RESPONSIBILITY AND CONTROL | 22 |
| 15. ASSIGNMENT, SUBLICENSING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE LICENSEE | 22 |
| 16. HAZARDOUS MATERIALS | 23 |
| 17. EVENTS OF DEFAULT - TERMINATION REMEDIES..... | 24 |
| 18. RESTORATION OBLIGATIONS..... | 25 |
| 19. LICENSOR'S ALTERATIONS | 26 |
| 20. NOTICES..... | 27 |
| 21. LICENSEE'S EQUIPMENT TO REMAIN PERSONAL PROPERTY..... | 27 |
| 22. LICENSE ONLY | 28 |
| 23. LIMITATION OF LIABILITY | 28 |
| 24. SPECIFIC TERMINATION RIGHTS | 28 |
| 25. ESTOPPEL CERTIFICATES | 29 |
| 26. ENTIRE AGREEMENT..... | 29 |
| 27. LICENSEE'S REPRESENTATION..... | 29 |
| 28. FORCE MAJEURE | 29 |
| 29. IMPLIED WAIVERS | 30 |
| 30. SEVERABILITY | 30 |
| 31. CRTC RULINGS AND DECISIONS | 30 |
| 32. GOVERNING LAW..... | 30 |
| 33. MISCELLANEOUS | 31 |
| | |
| SCHEDULE "A" EQUIPMENT ROOM..... | 333 |
| SCHEDULE "B" CONNECTING EQUIPMENT..... | 344 |
| SCHEDULE "C" RECOVERABLE COSTS | 355 |
| SCHEDULE "D" LICENSOR'S BUILDING RULES AND REGULATIONS..... | 366 |

TELECOMMUNICATIONS LICENSE AGREEMENT

This Telecommunications License Agreement made as of this 7th day of May 2018, but effective October 1, 2017.

B E T W E E N:

ARTIS MACTRI LTD.
(hereinafter the “**Licensor**”)

OF THE FIRST PART

- and -

TELUS COMMUNICATIONS INC.
(hereinafter the “**Licensee**”)

OF THE SECOND PART

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.

“**Building**”: the building situated on the Lands; known as the 800 5th Ave building, located at the municipal address 800 - 5th Avenue SW, in the City of Calgary, in the Province of Alberta.

“**Building Risers**”: means the telecommunications pathways and cable pathways, and electrical, mechanical or communications spaces or other pathways in the Building, as designated by the Licensor from time to time, for use by the Licensee to provide Services to the tenants and occupants of the Building, and such other pathways used by the Licensee during the Term and any and all Renewal Terms as approved by the Licensor in accordance with Section 7.

“**Business Day**”: a day that is not Saturday, Sunday, or a statutory holiday in the Province of Alberta.

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

“**Commencement Date**”: October 1, 2017

“Commencement Date”: October 1, 2017

“Connecting Equipment”: the Cable, 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 “B” and are installed, or to be installed by the Licensee, through the Entrance Link, and the Building Risers, and (iii) such other connecting equipment as may be installed by the Licensee in the Building during the Term and any and all Renewal Terms, as approved by the Licensor in accordance with Section 7, that is connected to the Entrance Cable, Main Distribution Frame, Telecommunications Equipment, or Cable or that is used to house or carry Cable.

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

“CRTC”: the Canadian Radio-television and Telecommunications Commission.

“Deemed Area”: the area described in Schedule “A”, which area shall not be less than 30 square feet.

“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 Telecommunications Equipment and to the Main Distribution Frame and includes the tie Cables between the Telecommunications Equipment and the Main Distribution Frame.

“Entrance Conduit” the pipe or raceway installed or to be installed, above or below ground, by the Licensor, the Licensee or some other TSP from the property line to the Entrance Link.

“Entrance Link”: the core sleeve, or other penetration designated by the Licensor through the Building's foundation walls or elsewhere containing the Entrance Cable.

“Environmental Laws”: any and all laws and other standards, guidelines, policies and requirements having the force of law of any federal, provincial, regional or municipal government, ministry, department, board, agency or other authority having jurisdiction over the Lands, now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety or the manufacture, use, transportation, storage and disposal of toxic substances or materials or hazardous substances (as defined in the *Environmental Protection and Enhancement Act* (Alberta)) or hazardous materials, including without limitation any radioactive or asbestos materials, urea formaldehyde, hydrocarbons, pollutants, deleterious, poisonous, noxious, dangerous, hazardous, corrosive or toxic substances or goods, special waste or waste of any kind, or any other substance which is hazardous to persons, animals, plants and which affects the environment or in respect of which the storage,

manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment is now or hereafter prohibited, controlled, or regulated.

“Equipment Room”: the area depicted on the floor plan attached hereto as Schedule “A” containing the Main Distribution Frame for the Building.

“Event of Default”: defined in Section 17.

“Existing Equipment”: the equipment, wires, Cable, cabinets, racks and other items previously installed by the Licensee or its predecessors or any other person or entity in the Building.

“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 tenants or occupants in the Building.

“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 upon which the Building is situated, which lands are legally and municipally described as follows:

Legal Description:

PLAN A1
BLOCK 19
LOTS 21-26 and
Easterly 13 Feet throughout Lot 27

Excepting thereout all mines and minerals

Municipal Description

800 5th Avenue SW, in the City of Calgary, in the Province of Alberta

“Licensee's Equipment”: the Telecommunications Equipment, the Connecting Equipment and the Entrance Cable.

“License Fee”: For Years 1 and 2 of the Term Two Thousand Eight Hundred Canadian dollars (\$2,800.00) annually;

For Years 3 through 5 of the Term Two Thousand Nine Hundred Forty Canadian dollars (\$2,940.00) annually;

all such amounts being payable in advance on, or before, or before, the Commencement Date and payable on, or before, the anniversary of the Commencement Date in each and every year during the Term. The Licensee agrees to make regular annual payments of the License Fee and any other recurring charges by way of pre-authorized debit (“PAD”) or EFT and the Licensee agrees to complete the necessary forms and provide a void cheque along with this Telecommunications License Agreement.

“Main Distribution Frame”: the main distribution frame or other physical location for the Cross Connection of the Entrance Cable to the In-Building Wire located in the Building.

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

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

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

“Prime”: the rate quoted from time to time as its “Prime Rate” for commercial loans by the Bank of Nova Scotia.

“Recoverable Costs”: the costs and expenses particularized on Schedule “C” 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, and all costs incurred by the Licensor attributable to the Licensee’s exercise of its rights herein, including, without limitation, electrical costs, maintenance, repairs, and replacements to the Equipment Room, the Entrance Link, the Building Risers, the Main Distribution Frame, the Existing Equipment, and all other costs associated with the operation, management, repair and replacement of the telecommunications infrastructure within the Building.

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

“Renewal Term(s)”: the renewal term(s), if any, as specified in Section 4 of this Agreement.

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

"Telecommunications Equipment": cabinets, racks, electronic equipment and other similar equipment that (i) have been installed by the Licensee or a corporate predecessor of the Licensee, before the date of this Agreement, including without limitation the equipment as depicted in Schedule "F" attached hereto, or (ii) are installed, or are to be installed by the Licensee, in the Equipment Room as described in Schedule "A", and (iii) such other equipment as may be installed by the Licensee during the Term and any and all Renewal Terms, as approved by the Licensor in accordance with Section 7.

"Term": the period specified in Section 4 of this Agreement.

"TSP": a telecommunications or other communications service provider including without limitation Internet service providers and hydro companies.

2. GRANT OF LICENSE

- (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, Telecommunications Equipment in the Equipment Room, the Connecting Equipment, and Cable;
 - (ii) to use the Entrance Link, Equipment Room, Main Distribution Frame, and the Building Risers, and the Deemed Area;
 - (iii) to connect the Entrance Cable to the Connecting Equipment and to the Main Distribution Frame;
 - (iv) provided that the Licensor has provided the Licensee written permission to use the Existing Equipment, to use of the Existing Equipment as may be required by the Licensee's customers in the Building; and
 - (v) to connect the Licensee's Equipment to the In-Building Wire and Inside Wire.

all subject to the terms and conditions set out herein.

- (b) The Licensee shall be provided access to the common areas of the Lands (including common areas licenced to third parties on a non-exclusive basis) and Buildings in order to exercise its non-exclusive license, twenty four hours per day, three hundred and sixty five days per year subject to:
 - (i) the Licensor's reasonable security requirements;

- (ii) reimbursement of the Licensor's reasonable costs incurred in providing access as provided in Section 9(b);
 - (iii) the notice requirement provided in Section 9(b); and
 - (iv) an event of Force Majeure as provided in Section 28.
- (c) The Licensee is expressly forbidden to serve or provide the Services to other properties, or occupants that are not occupants of the Building, from the Building.
- (d) The Licensor shall have the right to limit the type, size, and location of the Licensee's Equipment to what is reasonable for the Equipment Room and/or the Deemed Area, as determined by the Licensor acting reasonably.
- (e) To the extent that the Licensee is providing Services to any tenant or occupant of the Building, the Licensee shall offer the same Services to all tenants and occupants of the Building, subject to the terms of the Licensee's then current offering for provision of communications services to customers in the Building or such other terms and conditions as the Licensee may determine, acting reasonably, to be appropriate.
- (f) The Licensor may at any time and for valid business reasons including, without limitation, where the Deemed Area becomes damaged and is not technically or economically feasible to restore within ninety (90) days after the damage, require the Licensee to relocate within the Building any or all of the Licensee's Equipment, and the Deemed Area. Upon receipt of not less than one hundred and twenty (120) days advance written notice from the Licensor, or such lesser period of time as agreed between the parties in the case of damage to the Deemed Area as aforesaid, (a "Relocation Notice") the Licensee shall relocate the Licensee's Equipment and the Deemed Area. The Relocation Costs (the "Relocation Costs") will be shared equally by the Licensor and the Licensee unless the relocation is primarily to accommodate another supplier of Services. In that case, the Licensee will not be required to pay any part of the relocation costs. The Licensor shall permit the Licensee to effect any relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location. If a Relocation Notice is delivered, the Licensee, will, within fifteen (15) days after its receipt deliver written notice to the Licensor setting out particulars of its estimate of the Relocation Costs and the Licensor will be entitled to rely upon that estimate in proceeding with the relocation. The Licensor may at any time within fifteen (15) days after receipt of the Licensee's estimate of the Relocation Costs rescind its Relocation Notice by giving written notice to the Licensee to that effect.
- (g) The Licensor makes no warranty or representation that the Equipment Room, Deemed Area, Existing Equipment, the Entrance Link, the Building Risers, the Main Distribution Frame, the Building, or any part of the Building is or are

suitable for the Licensee's use. The Licensee has inspected the Equipment Room, Deemed Area, the Entrance Link, the Building Risers, the Main Distribution Frame and the Building and accepts the same on an "as is, where is" basis and acknowledges and agrees that the Licensor is under no obligation to perform any work or provide any materials to prepare the same for the Licensee and/or the installation of the Licensee's Equipment.

- (h) The Licensee acknowledges and agrees that the licence granted to the Licensee pursuant to this Section 2 of this Agreement is not exclusive to the Licensee, and that the Licensor has the right to grant similar rights and privileges in respect of the Building to other parties.
- (i) The Licensee acknowledges and agrees that unless otherwise agreed to in writing by the Licensor this Licence does not allow the permanent installation or operation by or on behalf of the Licensee, of any type of rooftop or wireless communication equipment.
- (j) 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:
 - (i) identifying Existing Equipment;
 - (ii) upon request from the Licensor, to achieve improved space and operating efficiencies in connection with specific cases, and examining, identifying and labelling specific items of Existing Equipment;
 - (iii) 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.
- (k) The relationship between the Licensor and the Licensee is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

3. **FEES**

- (a) The Licensee agrees to pay to the Licensor without any set-off, deduction, or abatement whatsoever, the License Fee in accord with the definition of "License Fee" set out in Section 1 hereto, plus any applicable taxes.

- (b) The Licensee shall also pay to the Licensor any and all Recoverable Costs incurred by it within Thirty (30) days after receipt of each itemized invoice and demand for payment of same delivered to the Licensee by the Licensor, without deduction or set off.
- (c) The Licensor shall determine the Recoverable Costs on a reasonable basis. Without limitation, to the extent any items constituting part of the Recoverable Costs are attributable to the rights herein and to other uses or aspects of the Building, the Licensor shall make a reasonable allocation on the basis of such factors as the Licensor determines to be relevant, in its sole and unfettered discretion.
- (d) Interest will accrue at that rate of interest that is Three (3%) percent greater than Prime on any arrears of Fees payable by the Licensee, and will be payable when payment of the interest is demanded.
- (e) Value added taxes and similar taxes such as "GST" are payable by the Licensee on all Fees.
- (f) If for any reason it is necessary to calculate the License Fee for a period of one or more months, but less than a year of the Term, the same shall be calculated on the basis of 1/12 of the License Fee being payable for each month. If for any reason it becomes necessary to calculate the License Fees for a period of less than one month the same shall be calculated on the basis of 1/365 of the License Fee being payable for each day in such period. Without restricting the generality of the foregoing, in the event the Commencement Date occurs other than on the first day of a month, the first instalment of the License Fee paid by the Licensee shall be based on the period from the Commencement Date to and including the last day of the month in which the Commencement Date occurs.

4. TERM, OPTION TO RENEW & OVERHOLDING

- (a) The Term of this Agreement shall be for a period of five (5) years commencing on the Commencement Date and expiring on September 30, 2022 (the "**Expiry Date**") (the period from the Commencement Date to and including the Expiry Date is referred to herein as the "**Term**").
- (b) Provided that the Licensee is not in default in the performance of its obligations and covenants under this Agreement, both at the exercise of the option to renew and the commencement of the renewal term, the Licensee shall have the option to renew the Term of this Agreement for one (1) additional term of five (5) years (the "**First Renewal Term**"), commencing on October 1, 2022, on the same terms and conditions as were applicable during the Term, save and except that:
 - (i) the Licensee shall accept the Deemed Area, Equipment Room, Building Risers, Entrance Link, Main Distribution Frame and Building on an "as is,

where is" state and condition existing immediately prior to the commencement date of the Renewal Term.

- (ii) the License Fee payable for the Renewal Term shall be determined by mutual agreement but shall not in any event be less than the Licensee Fee payable for the last year of the preceding term or renewal term, as the case may be. In the event that the parties cannot agree upon a Licensee Fee for any Renewal Term, such Licensee Fee shall be arbitrated in accordance with the Arbitration Act (Alberta) by a single arbitrator if the Licensor and Licensee can agree upon one, otherwise either party may apply to a judge of the Court of Queen's Bench for Alberta to appoint an arbitrator to determine such dispute. The frame of reference for any arbitration shall be prevailing market license fees in premises and buildings including the Building, of similar size and location and similarly improved. The Licensee shall continue to pay Licensee Fee equal to annual License Fee payable in the last year of the preceding term, or renewal term, as the case may be, until arbitration is complete. The arbitrator so appointed shall forthwith proceed to arbitrate the dispute between the parties and shall render a decision in writing as soon as may be practical. Any such arbitration shall be held in the City of Calgary, in the Province of Alberta. Subject to the provision above, the decision of such arbitrator shall be final and binding upon the parties; and
 - (iii) there shall be no further option to renew the term of the Agreement beyond September 30, 2027. In order to validly exercise any option to renew, the Licensee shall advise the Licensor thereof by notice in writing to the Licensor, received by the Licensor no sooner than twelve (12) months and no later than nine (9) months prior to the expiration of the preceding term, or renewal term, as the case may be. In the event the Licensee fails to exercise any option in the aforesaid manner and within the aforesaid time, this option shall be irrevocably deemed to be null and void and of no further effect and the Lease shall expire at the end of the preceding term, or renewal term, as the case may be.
- (c) If the Licensee continues to deliver any Services in the Building following the expiration of the Term (or any extension thereof), such continued delivery of Services by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time, and the Licensee shall be deemed to be providing the Services as a licensee on a month-to-month basis upon the same terms and conditions as set out in this Agreement, except as to the License Fee which shall be equal to 150% of the License Fee payable by the Licensee in the last year of the Term.

5. USE & CONTROL OF THE BUILDING

- (a) The Licensee shall use the Building, Building Risers, Entrance Link, Main Distribution Frame, Existing Equipment (if permitted by the Licensor), 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 shall be properly certified or licensed and shall have all necessary permits required by the CRTC and any other governmental body having jurisdiction to provide its Services.

- (b) The Licensee acknowledges and agrees that the Building is at all times under the exclusive control of the Licensor and, without limitation, the Licensor and any person authorized by the Licensor shall have the right at any time and from time to time to do any or all of the following:
 - (i) to install, maintain and/or repair pipes, wires, ducts and other installations in, under or through the Deemed Area, Equipment Room, the Entrance Link or the Building Risers for or in connection with the supply of any utilities or services to the Deemed Area and/or Equipment Room or other parts of the Building;
 - (ii) to alter the Building or any part thereof including, without limitation, relocation and/or alteration of the Building Risers, the Entrance Link, the Equipment Room, the Deemed Area and Existing Equipment subject to 2(e);
 - (iii) to permit other tenants, licensees and operators to operate any CATV, FM radio, AM radio, television broadcasting, satellite or microwave transmission or reception, cellular telecommunications and other communications activities from or within the Building or other improvements owned by the Licensor; and
 - (iv) to relocate or alter common areas within the Building including, without limitation, the Building Risers, the Entrance Link, the Equipment Room, Deemed Area, corridors and stairwells, including the reduction, increase or change of the size, location and configuration thereof, provided always that access to and from the Equipment Room and/or Deemed Area, to the stairwells and fire escapes required by law on the floors on which the Equipment Room and Deemed Area is located are at all times available subject to 2(e).

6. ELECTRIC UTILITIES

- (a) The Licensee shall have the right to connect the Licensee's Equipment to the electric power distributing system within the Building at the sole cost and expense to the Licensee. The Licensor may estimate, acting reasonably the amount of electricity consumed by the Licensee and advise the Licensee of such amount, and may bill the Licensee based on such estimate, and the Licensee shall pay the amount billed within thirty (30) days of receipt of the invoice for same. If required by the Licensor, acting reasonably, the Licensee, at its sole cost and expense, shall install a separate meter to determine the Licensee's

electricity consumption and the Licensee agrees to pay for such electricity consumption directly to the Licensor or utility supplier, as is applicable. The Licensee agrees that the Licensor has no obligation or responsibility to provide emergency or backup power to the Licensee, unless the parties agree in writing that the Licensor will provide emergency or backup power to the Licensee on such terms and conditions as mutually agreed between the parties. Notwithstanding the foregoing, the Licensor acknowledges and agrees that there shall be no hydroelectricity fees payable by the Licensee to the Licensor if there is no Licensee's Equipment connected to the electric power distributing system within the Building.

- (b) The Licensee, at its sole cost and expense, shall have the right to install a telephone in the Equipment Room if required by the Licensee, upon prior approval from the Licensor.
- (c) The Licensee shall not use nor permit the Licensee's Equipment or any part of the Equipment Room or Building to be used in such a manner as to annoy, disturb or cause nuisance to or impede in any way the operation of the Licensor of the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.
- (d) The Licensee, in installing, maintaining, operating, repairing, and replacing the Licensee's Equipment in the Equipment Room, the Entrance Link and the Building Risers, and any other areas in the Building, shall comply at all times with all applicable laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities, including, without limitation, the rulings and decisions of the CRTC.

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 Building Risers 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, in its sole and unfettered discretion. No work shall commence until the Licensor has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. The Licensor shall provide the Licensee with written reasons in any case where the Licensor does not approve a request for any Proposed Work. 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 the installation of the Licensee's Equipment 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 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 in the Building Risers, on or after the date of this agreement in each telephone closet through which the Cables pass, and, in addition, at any intervals and at additional locations that the Licensor might require. The labelling will be in a format approved by the Licensor in its sole and unfettered discretion.
- (e) The Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Licensor prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over the Licensee's operations.
- (f) The Licensee shall not, during construction or otherwise block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways.
- (g) The Licensee may amend or supplement the Plans and Specifications approved by the Licensor, from time to time, with the written consent of the Licensor, for the purpose of serving tenants and occupants of the Building. All terms and conditions of this Section 7 shall apply.
- (h) Prior to the installation of any additional Licensee's Equipment under this Agreement, the Licensee will also provide to the Licensor whatever information the Licensor 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. At any time 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.

- (i) In addition to License Fee, the Licensee agrees, if required by the Licensor, to reimburse the Licensor within thirty (30) days of receipt of an invoice from the Licensor, the actual cost, on a one-time basis for each installation, for the review of Plans and Specifications referred to in Section 7.
- (j) Notwithstanding anything in this Agreement to the contrary, if the installation of the Licensee's Equipment, or any other work proposed by the Licensee, may affect the structure or any of the mechanical, electrical, HVAC or other basic systems of the Building or the capacities thereof, and if such installation or other work is approved by the Licensor, the Licensor may require that such work be designed by consultants designated by it and paid by the Licensee and that it be performed by the Licensor or its contractors. If the Licensor or its contractors perform such work, it shall be at the Licensee's expense in an amount equal to the Licensor's total cost of such work or the contract price therefor plus, in either case, 15% payable following completion upon demand.
- (k) The Licensee acknowledges and agrees that it is aware that Entrance Conduits may have been installed by the Licensor or by another telecommunications service provider (herein the "**Other Provider**"), or may already contain wiring, cabling and/or equipment belonging to one or more Other Providers. Prior to pulling any wiring or cabling through, or installing any Connecting Equipment in, any Entrance Conduit, the Licensee covenants and agrees to notify the Licensor, and the Licensor agrees that it will advise the Licensee in writing of the identity of any such Other Providers of whom the Licensor is aware. The Licensee will thereafter provide written notice of the Licensee's proposed installation to each such Other Provider, and provide a written copy of each such notice to the Licensor, requesting each such Other Provider to respond, in writing, within ten business days of its receipt of the aforesaid notice if the Other Provider has any concern with or objection to the Licensee's proposed installation. The Licensee further covenants and agrees that, if required by Other Provider in accordance with the aforesaid notice, the Licensee will delay pulling its wiring and/or cabling through, or installing any Connecting Equipment in, the Entrance Conduit, until a representative of the Other Provider is present.
- (l) In the event that an Other Provider that has received a notice under Section 7 (k) hereof fails to respond to such notice within ten business days as therein set out or, if having responded to the foregoing notice, the Other Provider fails to make a representative available during such installation within a reasonable time, then the Licensee may, at its option, proceed with the installation through the Entrance Conduit.

- (m) In the event the Licensee is requested to provide consent to one or more Other Providers for the use of an existing Entrance Conduit which contains wiring, cabling and/or other equipment of the Licensee, the Licensee covenants and agrees not to unreasonably withhold, condition, and/or delay such consent. If the Licensee has any concerns with the sharing of the existing Entrance Conduit it will provide a written response to the requester within ten business days, failing which the Licensee will be deemed to have no objections to the sharing of the Entrance Conduit.

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, Building Risers, Entrance Link, Main Distribution Frame, Existing Equipment, 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 such damage, upon Ten (10) days' prior written notice the Licensor may repair or refinish such damage and the Licensee shall reimburse the Licensor for all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to Fifteen (15%) percent of those costs.
 - (iii) The Licensee shall not interfere with the use and enjoyment of the Building by the Licensor or by lessees, or licensees of the Licensor or tenants or occupants of the Building or other buildings. If such interference occurs, the Licensor shall give the Licensee written notice thereof and the Licensee shall correct same as soon as possible but not more than Twenty-Four (24) 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 (15%) percent 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 Twenty-Four (24) hours after receiving written notice of such interference.

- (v) The Licensee will comply with all Building Rules and Regulations and Building Security Regulations in force, and as promulgated by the Licensor, from time to time, and provided to the Licensee in writing in advance, including those as may be specifically set forth in Schedules "D" and "E", attached hereto, 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 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, Equipment Room, Building, Entrance Link, Main Distribution Frame, Existing Equipment or any other property real or personal, owned by the Licensor.
 - (viii) Except as required or mandated by the CRTC:
 - (1) the Licensee will not permit any other TSP to co-locate equipment in the Demised Area and/or the Equipment Room (except where TSP has an agreement to service customers in building), or
 - (2) 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.
 - (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.
- (b) The Licensor covenants:

- (i) To operate, repair and maintain the Building and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards;
- (ii) Subject to the Licensee reimbursing the Licensor for the Licensor's costs in doing so, and subject to payment to the Licensor of an administration fee of Fifteen (15%) percent 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
- (iii) 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) Provided the Licensee is not in default of its obligations hereunder, 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 Building Risers including non-exclusive use of an elevator during normal business hours, and at other times as agreed by the parties in advance. However, only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of the Licensee, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building, Building Risers, 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 Building Risers, Equipment Room, or other areas in the Building. All entry and access to the Equipment Room and the Building, including the Building Risers, by the Licensee and its authorized representatives shall be in accordance with the Licensor's Building Rules and Regulations and Building Security Regulations.
- (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

the Building Risers. At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Building Risers, 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 Risers, 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 (15%) percent. 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 Building Risers 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 the 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.

10. INSURANCE

- (a) The Licensee, at its own expense, shall take out and maintain in force while this Agreement is in effect:
 - (i) comprehensive general liability and property damage insurance, including personal liability, contractual liability and owners' and contractors' protective insurance coverage with respect to the Equipment Room, the Licensee's Equipment and the common areas of the Building, in a minimum amount of Five Million Dollars (\$5,000,000) per occurrence for injury, death or property damage arising out of the Licensee's operations pursuant to this Agreement; and
 - (ii) in addition to the coverage specified in paragraph (i) above, Excess Coverage with inclusive limits of not less than Five Million Dollars (\$5,000,000); and

- (iii) any other form of insurance as the Licensor may reasonably require from time to time, throughout the term of this License or any extension or renewal thereof, in amounts and for insurance risks against which a prudent licensee under similar circumstances would insure,

which insurance shall contain cross liability and severability of interest clauses, an undertaking by the insurer to notify the Licensor in writing not less than 30 days prior to any proposed cancellation or other termination thereof, and a provision that the Licensee's insurance is primary and shall not call into contribution any other insurance available to the Licensor. The Licensee's insurance shall include, as additional insured parties, the Licensor and any additional parties the Licensor may designate from time to time by notice in writing to the Licensee. The Licensee shall provide proof of the insurance required by this Agreement prior to bringing any of the Licensee's Equipment into the Building or doing any work in the Building. The Licensee shall provide the Licensor with certificates confirming the required insurance coverage, upon request from time to time.

11. RELEASE

- (a) The Licensee agrees that the Licensor shall not be liable for any bodily injury to or death of the Licensee or its employees, invitees or licensees or any other person in or about the Building, Licensee's Equipment, Equipment Room, and/or Deemed Area or loss or damage to any property belonging to, the Licensee or its employees, invitees or licensees or any other person in or about the Building, Licensee's Equipment, and Equipment Room and in no event will the Licensor be liable to the Licensee or any other person, and further the Licensee releases the Licensor, for any damage to the Building, Licensee's Equipment, or loss of use of the Building, Licensee's Equipment, Building Risers, the Entrance Link, the Main Distribution Frame, the Existing Equipment, or any other property owned by the Licensor or the Licensee, including any consequential injury, economic or financial loss or damage relating arising from, and, in addition, without limiting the generality of all of the foregoing, in no event will the Licensor be liable to the Licensee or any other person:
 - (i) for any injury or damage of any nature whatsoever to any persons or property caused by the failure by reason of a breakdown or other cause, either directly or indirectly, to supply adequate drainage, snow or ice removal or by reason of the interruption of any public utility or other service, or in the event of gas, steam, water, rain, snow, ice or other substances leaking into, issuing or flowing from the water, steam, sprinkler or drainage pipes or plumbing of the Building or the Equipment Room, or Deemed Area or from any other place or quarter, on or into any part of the Licensee's Equipment, or on or into any part of the Lands or from any loss or damage caused by or attributable to the condition or arrangement of any electric or other wiring or for any damage caused by anything done or omitted to be done by any other tenant or licensee of the Building;

- (ii) the quality, adequacy, compatibility or sufficiency of any Building Risers provided to the Licensee hereunder, it being acknowledged by the Licensee that all Building Risers 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. 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), or damage to property in respect of which the Licensee maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party insurer or the Licensee self-insures, it being acknowledged that the Licensor, in requiring the Licensee to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licensor.
- (b) the Licensor shall be under no obligation to repair, maintain or insure any of the Licensee's Equipment or improvements installed by the Licensee or on its behalf or any other property of the Licensee in or upon the Building, and the Licensor shall not be liable for any loss or damage against which the Licensee is obligated to insure hereunder or has insured against;
- (c) the Licensor shall be under no obligation to remedy any default of the Licensee and shall not incur any liability to the Licensee for any act or omission in the course of its curing or attempting to cure any such default or in the event of its entering upon the Building to undertake any examination thereof or any work therein or in the case of any emergency;

- (d) all property of the Licensee kept or stored in, on, or about the Building shall be so kept or stored at the sole risk of the Licensee;
- (e) the Licensee agrees to and does hereby indemnify, defend and save harmless the Licensor from and against any loss, suit, claim, action, damage or expense arising out of, from or by reason of, the installation, operation, maintenance, repair, removal and/or use of the Licensee's Equipment, the Building, the Building Risers, the Entrance Link, the Main Distribution Frame, the Existing Equipment and any other property of the Licensee and/or Licensor located on the Lands, and in respect of any claims for bodily injury or death, property damage or any other loss or damage, arising howsoever, out of the installation, operation, maintenance repair, replacement or use of the Licensee's Equipment and from conduct of any work by, or any act or omission, of the Licensee or any assignee, subtenant, agent, employee contractor, invitee, or licensee of the Licensee or anyone else for whom the Licensee may be responsible in law, and in respect of all costs, expenses and liabilities incurred by the Licensor in connection with or arising out of all such claims, including the expense of any action or proceeding pertaining thereto and in respect of any loss, cost, expense or damage suffered or incurred by the Licensor arising from any breach or non-performance by the Licensee of any of its covenants or obligations under this License been. The Licensee's obligations to observe or perform the foregoing covenants shall survive the expiration or other termination of this License.
- (f) This release extends to any acts or omissions of the Licensor but not to any grossly negligent or wrongful wilful acts of the Licensor.

12. 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 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 (15%) percent of such amounts as are paid by the Licensor.

13. CONSEQUENTIAL DAMAGES - EXPANDED MEANINGS - AGENCY AND TRUST

- (a) Neither the Licensor nor the Licensee will be liable to the other (regardless of any other provision of this Agreement), in respect of any indirect, special, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

- (b) Wherever a release is provided for under this Agreement in favour of the Licensor, it will be deemed to include the Released Licensor Persons. The Licensor acts as agent or trustee for the benefit of the Released Licensor Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.

14. 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 Licensor and on terms and conditions acceptable to the Licensor. If the Licensor assumes responsibility and control of In-Building Wire installed by the Licensee, it will be entitled to recover the costs of its maintenance and management to the extent permitted by the CRTC, as Recoverable Costs.

15. 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. Notwithstanding the foregoing, 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, or 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 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 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) Except as required or mandated by the CRTC and as provided for in this Agreement, the Licensee will not sublicense, co-locate, share the use of, or otherwise provide the benefit of this Agreement to any third party telecommunication provider or other communication service provider and will not mortgage or encumber its rights under this Agreement in favour of any lender without the Licensor's consent which shall be in the sole and unfettered consent of the Licensor.

16. HAZARDOUS MATERIALS

- (a) Without limiting any other provision of the License, the Licensee agrees to comply in all respects with all laws, ordinances, rules and regulations relating to the storage, transport, use or disposal of any Hazardous Substance. The Licensee agrees to indemnify and hold the Licensor harmless from and against any and all claims, losses, costs, damages, liabilities, civil fines and penalties, criminal fines and penalties, expenses (including legal fees on a solicitor-client basis), cleanup costs or other injury resulting from or arising out of the Licensee's (including employees, contractors and agents) failure to comply with the foregoing sentence. The Licensee agrees to post and keep posted in a prominent location of the working area of the Building any memorandum or bulletin from the Licensor concerning Hazardous Substances. The foregoing indemnity shall survive the termination of this License, any subsequent extensions or renewals and shall continue until the applicable statute of limitation runs out.
- (b) The Licensee shall not cause or permit any Hazardous Substance, as defined herein or declared to be such pursuant to any Environmental Laws, to be brought upon, kept or used in or about the Building or any part thereof, 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, without the prior written consent of the Licensor, which consent will not be unreasonably withheld if the Licensee demonstrates to the Licensor's reasonable satisfaction that the Hazardous Substance is reasonably necessary for the Licensee's permitted use hereunder and that it will be used, kept, stored and disposed of in a manner that complies with all Environmental Laws regulating the Hazardous Substances.
- (c) The Licensee shall at the Licensee's own expense comply with all Environmental Laws regulating the manufacture, use, storage, transportation and disposal of Hazardous Substances and shall make, obtain and deliver all reports and studies required by any authority thereunder.
- (d) The Licensor may at any time and from time to time inspect the Building and the Licensee's reports for the purpose of identifying the existence, nature and extent of any Hazardous Substance within the Building and the Licensee's use, storage and disposal of any Hazardous Substance, and the Licensee agrees to co-operate

with the Licensor in its performance of such inspection. If the Licensor, acting reasonably, determines following any such inspection that further testing or investigation is required in order to monitor the Licensee's compliance with any Environmental Laws, the Licensor may at its option require the Licensee, at its expense, to arrange for such testing or investigation, or may arrange for such testing or investigation itself, in which case the Licensor's cost of any such testing or investigation shall be paid by the Licensee to the Licensor forthwith upon demand thereof.

- (e) If any authority under any Environmental Laws shall require the cleanup of any Hazardous Substances held, released, spilled, abandoned or placed upon the Building or released into the environment by the Licensee in the course of the Licensee's actions in pursuance of this License, then the Licensee shall at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by such authority and carry out and complete the work required, provide to the Licensor full information with respect to proposed plans and the status from time to time of its cleanup work and comply with the Licensor's reasonable requirements with respect to such plans.
- (f) If the Licensee creates or brings into the Building any Hazardous Substance or if in the conduct of the Licensee's pursuant to this License there shall be any Hazardous Substance at on or upon the Building, then, notwithstanding any provision in this License or rule of law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Licensee and shall not become the property of the Licensor notwithstanding the degree of affixation to the Building of the Hazardous Substance, and notwithstanding the expiry or early termination of this License.
- (g) Upon the expiration or early termination of this License, the Licensee at its sole expense shall remove and dispose of all Hazardous Substances and all storage tanks and other containers therefore in accordance with all Environmental Laws to the extent required by the Licensor, and to the extent that such removal and disposal involves any excavation work at the Building, the Licensee shall restore the Building to the same grade level as immediately prior to excavation, using only clean, uncontaminated soil or other material satisfactory to the Licensor. In performing such work, the Licensee shall use only those environmental consultants and contractors first approved in writing by the Licensor and the Licensee shall provide the Licensor with evidence of such removal and disposal.

17. 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 fails to pay the License Fee or any other sum due under this Agreement as and when the same is due;
 - (ii) the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement other than the payment of the License Fee or any other sum due under this Agreement as and when the same is due, and such default continues for more than ten (10) days after receipt of written notice of such default by the Licensor to the Licensee, unless such default cannot reasonably be cured within such ten (10) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence;
 - (iii) 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;
 - (iv) 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;
 - (v) the Licensee's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver or liquidator of the Licensee or of any of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of the Licensee;
 - (vi) 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; and
 - (vii) the ceasing of the Licensee to carry on business in the ordinary course.
- (b) Upon or after the occurrence of an Event of Default the Licensor may elect to terminate this Agreement without limiting its other remedies.

18. RESTORATION OBLIGATIONS

- (a) At the expiration or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, without liens, remove the Entrance Cable,

and all other items of the Licensee's Equipment except any part of it that by agreement between the Licensee and the Licensor has been acquired by the Licensor, and all of the Licensee's personal property from the Building and shall leave portions of the Building where the Licensee's Equipment is located in a neat, clean and safe condition, reasonable wear and tear excepted. This obligation to remove the Entrance Cable and all other items of the Licensee's Equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to other TSP's. If any property that is required to be removed is not so removed within Thirty (30) Business Days after the termination, the property may, at the Licensor's sole option, (i) be removed and stored by the Licensor at the Licensee's expense (and the Licensee will pay an administration fee equal to Fifteen (15%) percent of the expense), or (ii) become the property of the Licensor without compensation to the Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of the Licensee's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, upon Thirty (30) days' prior written notice to Licensee, the Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to Fifteen (15%) percent of the cost. The Licensee will provide to the Licensor upon completion of the removal of the Licensee's Equipment an engineer's report confirming completion of the removal in accordance with this Agreement.

- (b) If due to CRTC mandated obligations upon the Licensee to provide services to other TSPs, the Licensee is not required by Section 18 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 18. So long as, and to the extent a third party assumes responsibility and control of the Exempted Items, and the third party is bound by a telecommunications access agreement with the Licensor, or a successor of the Licensor, the Licensee will be exempted from the obligation to remove the Exempted Items.

19. LICENSOR'S ALTERATIONS

Despite anything else in this Agreement, the Licensor may, at any time, make any changes in, additions to or relocations of any part of the Building; may grant, modify or

terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building, may close all or any part of the Building to such extent as the Licensor considers necessary to prevent the accrual of any rights in them to any persons; and the Licensor may also make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by the Licensee) which serve any part of the Building. No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible. This is subject to 2 (e)

20. **NOTICES**

Any demand, notice or other communication to be 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 follows:

(a) to the Licensor:

c/o Artis REIT
Suite 660, 1509 Centre Street SW
Calgary, Alberta T2G 2E6
Phone: (403) 705-3535
Fax: (403) 444-5053
Attention: Asset Manager

(b) to the Licensee:

25 York Street
Floor 22
Toronto, Ontario
M5J 2V5
Phone: 416-496-6893
Attention: Richard D. Johnson, Manager, Building Access

Notices given by electronic means will not be considered to have been given in writing.

21. **LICENSEE'S EQUIPMENT TO REMAIN PERSONAL PROPERTY**

Except as otherwise provided in this Agreement, the Licensee's Equipment 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. Upon the expiration or earlier termination of this Agreement, the Licensee's ownership of the In-Building Wiring shall, at the Licensor's option vest in the Licensor, provided that the

Licensor may, at its option, require the In-Building Wire to be removed by the Licensee at the Licensee's sole cost and expense.

22. 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, Building Risers, Entrance Link, Main Distribution Frame, Existing Equipment, In-Building Wire, or Equipment Room by virtue of this Agreement or the Licensee's use of the same. 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.

23. 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.

24. SPECIFIC TERMINATION RIGHTS

In addition to the other termination rights provided to it in this Agreement, the Licensor 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 Licensee:

- (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 Equipment Room, Deemed Area, and/or the Building Risers become damaged and, it is not feasible to restore them within Ninety (90) days after the damage;
- (c) 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 the Equipment Room, Deemed Area and/or the Licensee's Equipment or any part of the Equipment Room, Deemed Area and/ or the Licensee's Equipment not feasible;
- (d) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC.

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 where the Building is expropriated by a lawful authority.

If this Agreement is terminated pursuant to this Section 24, then the Licensee shall remove the Licensee's Equipment in accordance with the provisions of Section 18 of this Agreement. The Licensee's obligation to pay the License Fee shall cease on the date that the Licensee removes all of the Licensee's Equipment in accordance with the requirements of Section 18, or the date which is Thirty (30) days after notice of termination has been delivered, whichever date is later.

25. ESTOPPEL CERTIFICATES

The Licensee will provide to the Licensor from time to time, within Ten (10) Business Days of the Licensor's written request in each case, at no cost to the Licensor, a statement duly executed by the Licensee confirming that this Agreement is in good standing confirming, the Fees payable and the Fees actually paid to any date specified by the Licensor for the statement confirming the Commencement Date, the Term, any Renewal Term to which it claims to be entitled, and any other information that the Licensor requests pertaining to this Agreement or Building.

26. 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.

27. LICENSEE'S REPRESENTATION

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

28. 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.

29. **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.

30. **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.

31. **CRTC RULINGS AND DECISIONS**

Nothing in this Agreement will preclude the Licensor or Licensee from requiring any action(s) specifically allowed as a result of rulings or decisions (future or otherwise) that may be made by the CRTC or any other governing body or legislation having jurisdiction. Any request for action made by the Licensee pursuant to this provision shall be made in writing but, to the extent such action has the effect of modifying the terms of this Agreement, no action shall be undertaken in advance of receipt of consent of the Licensor, which shall be in the sole and unfettered consent of the Licensor.

32. **GOVERNING LAW**

This Agreement is governed by and to be construed according to the laws of Alberta and the laws of Canada applicable therein and shall be treated in all respects as an Alberta Contract. Furthermore, conflict of laws principles or rules that would impose the laws of any jurisdiction other than the laws of Alberta, or Canada where applicable, on the construction of this Agreement shall be excluded. The Licensor agrees to the exclusive jurisdiction of the Alberta courts and courts of appeal with respect to any matter arising under this Agreement. The Parties agree that a judgment, after exhaustion of all available appeals, in any action or proceeding under this Agreement is conclusive and binding upon the Parties and may be enforced in any other jurisdiction by a suit upon that judgment, a certified copy of which is conclusive evidence of the judgment.

33. **MISCELLANEOUS**

This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Wherever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate and the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto and each of them, as the context so requires.

Time is, and shall continue to be construed as, of the essence.

The parties covenant, acknowledge, and agree that they shall execute all such further documents as may be required to give effect to this Agreement.

The headings herein are inserted in this Agreement for the sake of convenience only and shall not be construed to be part of the substantive document.

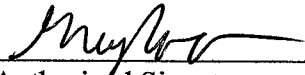
This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall constitute an original but all of which together shall constitute only one agreement. The parties acknowledge and agree that facsimile and PDF transmittal of their signatures shall be valid and binding as between them, to the same extent as if such facsimile or PDF transmitted signatures were originals.

(Remainder of this page intentionally left blank)

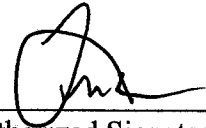
IN WITNESS WHEREOF, the Licensor and the Licensee have executed this Agreement in multiple original counterparts as of the day and year first above written.

LICENSOR:

ARTIS MACTRI LTD.

Per: 
Authorized Signatory
I have authority to bind the Licensor

Greg Moore
Print Name


Per: 
Authorized Signatory
I have authority to bind the Licensor

Frank Sherlock

Print Name

LICENSEE:

TELUS COMMUNICATIONS INC.

Per: 
Authorized Signatory
I have authority to bind the Licensee

Richard Johnson, Manager Billing Access
Print Name

Per: _____
Authorized Signatory
I have authority to bind the Licensee

Print Name

SCHEDULE "B"
CONNECTING EQUIPMENT

Equipment will be installed in accordance with the terms set out in this agreement. The Licensee's Communications Equipment may at some point include any of the following (or equivalent):

- Telecom equipment racks
- Cable transport ladder
- Fiber transport trough
- Fiber termination panel
- Fiber splice panel
- Various rack mount electronics
- Fiber optic and copper cable as required
- Rack mount fuse panel
- Fiber optic patch cords
- Copper termination panels
- Security screen
- Fire rated plywood
- Hydro breaker panel
- Fiber optic vertical guide
- EMT conduit, as required
- Pull boxes
- CISCO 4000 Ethernet Router
- Media Convert Shelf
- Nortel OC48 ADM
- Hydro check Meter
- ADC DSX panels (DS1 – DS3)
- Chain-link caging and combination lock

SCHEDULE "C"
RECOVERABLE COSTS

The Recoverable Costs are the costs of:

- (a) architectural, mechanical and electrical consulting fees to provide or review architectural, electrical and heating, ventilating and air-conditioning design for construction of additional main terminal room or point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of the Licensee's Equipment;
- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Licensee's requirements;
- (c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for the Licensee's Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;
- (d) the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of the Licensee;
- (e) construction for additional space or reconstruction or modification of existing space to accommodate the Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of the Licensee including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;
- (f) any other costs of facilitating the initial set up of the Licensee's operations within the Building; and
- (g) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Subsection 7(a).

SCHEDULE "D"
BUILDING RULES AND REGULATIONS

These Rules and Regulations, in addition to any other rules and regulations established by the Landlord from time to time, shall form part of the Lease to which these rules and regulations are attached.

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by the Landlord.
2. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such controls as in the judgment of the Landlord are necessary for the proper operation of the Premises and/or the Building.
3. All garbage and refuse shall be kept in the kind of containers specified by the Landlord and shall not be burned in or about the Premises.
4. No radio, television, telegraphic or telephone or similar device and no water pipe, gas pipe or electric wire shall be installed or connected without obtaining in each instance the written consent of the Landlord. All such connections shall be installed in accordance with the Landlord's direction and without such direction, no boring or cutting for wires or pipes shall be permitted.
5. The Licensee and its employees, suppliers and other persons not customers having business with the Licensee, shall park their cars only in those portions of the parking area designated for that purpose by the Landlord and shall not under any circumstances, park any vehicle overnight. Should the Licensee, its employees, suppliers and other persons not customers having business with the Licensee park vehicles in areas not allocated for that purpose, the Landlord shall have the right to remove the said trespassing vehicles and the Licensee shall save harmless the Landlord from any and all damages therefrom and the Licensee shall pay the costs of such removal.
6. The plumbing facilities shall not be used for any other purpose, than that for which they are intended, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the Licensee.
7. The Licensee shall use at the cost of the Licensee such pest extermination contractor as the Landlord may direct and at such intervals as the Landlord may require.
8. The Licensee, its employees or agents, shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or iron without the written consent of the Landlord, except as permitted pursuant to this Lease.
9. Except as permitted in this Lease to which these rules and regulations are annexed, the Licensee shall not permit any cooking in the Premises without the written consent of the Landlord.
10. No mall, sidewalk, entry, passageway, elevator or staircase shall be obstructed or used by the Licensee, its officers, agents, servants, employees, contractors, customers, invitees or licensees for any purpose other than ingress to and egress from the Premises.
11. The Licensee, its officers, agents, servants, employees, contractors, customers, invitees or licensees shall not bring in or take out, position, construct, install or move any safe or other heavy equipment or furniture without first obtaining the consent in writing of the Landlord. In giving such consent, the Landlord shall have the right in its sole discretion, to prescribe the weight permitted and the position thereof, and the use and design of

planks, skids or platforms to distribute the weight thereof. All damage done to the Building by moving or using any such safe, heavy equipment or furniture shall be repaired at the expense of the Licensee. The moving of all equipment and furniture shall occur only during those hours consented to by the Landlord and the persons employed to move the same in and out of the Premises shall be acceptable to the Landlord.

12. All persons entering and leaving the Building in which the Premises are situated at any time other than during Normal Business Hours shall register in the books kept by the Landlord and the Landlord will have the right to prevent any person from entering or leaving such Building unless provided with a key to the premises to which such person seeks entrance or a pass in a form to be approved by the Landlord. Any persons without such key or passes will be subject to the surveillance of the employees and agents of the Landlord. The Landlord shall be under no responsibility for failure to enforce this rule.
13. The Licensee shall not place or cause to be placed any additional locks upon any doors of the Premises without the approval of the Landlord and subject to any conditions imposed by the Landlord.
14. No one shall use the Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles other than those required for the purposes permitted by this Lease to which these Rules and Regulations are annexed.
15. If the Landlord has agreed to provide such service, the Licensee shall permit window cleaners to clean the windows of the Premises from time to time and at reasonable times.
16. Any hand trucks, carryalls or similar appliances used in the Building shall be equipped with rubber tires, side guards and such other safeguards as the Landlord shall require.
17. No animals or birds shall be brought into the Premises except as permitted by this Lease to which these Rules and Regulations are annexed.
18. The Licensee shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
19. The Licensee shall not keep or display any merchandise on or otherwise obstruct the common areas adjacent to the Premises.
20. The Licensee shall not use or permit any part of the Premises to be used in such a manner as to cause annoying noises or vibrations or offensive odors.