

## INFORMATION PAGE

This page sets out information which is referred to and forms part of the 3<sup>rd</sup> PARTY TELECOMMUNICATIONS LICENCE AGREEMENT made as of the 21<sup>st</sup> day of April, 2017 between the **CPPIB US RE-4, INC**, as the Licensor and **TELUS Communications Company** as the Licensee. The information is as follows:

Building: The Building municipally known as 1 Queen Street East, City of Toronto, and the Province of Ontario.

Floor Area of Deemed Area: 30 sq. ft.

Commencement Date: the 1<sup>st</sup> day of May, 2017.

Renewal Term: two terms of five years each on terms and conditions as set out in Section 4(b).

Licence Fee: the annual sum of Thirty Dollars (\$30.00) per square foot of space or Nine Hundred Dollars (\$900.00) plus HST.

Notices:

Licensor

CPPIB US RE-4, Inc.  
c/o 20 VIC Management Inc.  
1 Queen Street East, Suite 1925  
Toronto, ON M5C 2W5  
Attn: Property Manager

Licensee

TELUS Communications Company  
25 York Street, 22<sup>nd</sup> Floor  
Toronto, ON M5J 2V5  
Attn: Richard D. Johnson  
Manager, Building Access  
Phone: 416-496-6893  
Email: Richard\_johnson@telus.com

Prime Rate Reference Bank: The Toronto-Dominion Bank.

Term: The period starting on the Commencement Date, and ending on the 30<sup>th</sup> day of April, 2022.

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### 3<sup>rd</sup> PARTY TELECOMMUNICATIONS LICENSE AGREEMENT

This Licence Agreement made as of this 21<sup>st</sup> day of April, 2017

**B E T W E E N:**

**CPIB US RE-4, INC.**

(hereinafter the "Licensor")

- and -

**TELUS Communications Company**

(hereinafter the "Licensee").

#### 1. DEFINITIONS

In this Agreement the capitalized terms appearing herein shall mean the following:

**"Affiliate"** with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity or one or more of the other Affiliates of that entity (or a combination thereof). For the purposes of this definition, an entity shall control another entity if the first entity: (i) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of the other entity; or (ii) has the ability to elect a majority of the directors of the other entity. For the purposes of this definition, Bell's Affiliates shall be deemed to include BCE Inc.'s Affiliates.

**"Agreement"**: this agreement, its Exhibits and Schedules and Information Page.

**"Broadcasting"**: any transmission of programs, whether or not encrypted, by radio waves or other means of telecommunication for reception by the public by means of any device.

**"Building"**: the building situated on the Lands; municipally described on the Information Page.

**"Business Day"**: a day that is not Saturday, Sunday, or a statutory holiday.

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

**"Commencement Date"**: the date stated as the Commencement Date on the Information Page.

**"Communications Equipment"**: cabinets, racks, electronic equipment and other equipment that (i) have been installed before the date of this Agreement, or (ii) are installed, or to be installed by the Licensee, in the Deemed Area all as described in Schedule "B" and such other equipment as may be installed by the Licensee during the Term, or any renewal thereof, as approved by the Licensor in accordance with Section 7.

**"Communications Spaces"**: telecommunications pathways and cable pathways designated by the Licensor in Schedule "D" for use by the Licensee to provide Services to tenants and

occupants of the Building and such other pathways used by the Licensee during the Term, and any renewal thereof, as approved by the Licensor in accordance with Section 7.

**"Consumer Price Index"**: (All Items for Regional Cities, base year 2002=100) for the city in which the Building is located, or if there is no Consumer Price Index for that city, for the city in Canada nearest the Building for which there is a Consumer Price Index published by Statistics Canada (or by a successor or other governmental agency, including a provincial agency). If the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by the Licensor, acting reasonably, will be used. If a substitution is required, the Licensor will make the necessary conversions. If the base year is changed by Statistics Canada or the applicable governmental agency, the necessary conversions will be made.

**"Connecting Equipment"**: (A.) the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that (i) have been installed before the date of this Agreement or (ii) are described in Schedule "C", and have been installed, or are to be installed by the Licensee, through the Entrance Link, and the Communication Spaces, and (B.) such other similar equipment as may be installed by the Licensee in the Building during the Term in accordance with Section 7, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

**"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".

**"Entrance Cable"**: the Cable installed or to be installed by the Licensee that connects the Licensee's telecommunications network from the property line of the Lands to the Communications Equipment and to the Main Distribution Frame and includes the tie Cables between the Communications Equipment and the Main Distribution Frame.

**"Entrance Link"**: the coresleeve, or other penetration designated by the Licensor through the Building's foundation walls or elsewhere as indicated in Schedule "D" containing the Entrance Cable.

**"Equipment Room"**: the area containing the Main Distribution Frame for the Building.

**"Event of Default"**: defined in Section 19.

**"Existing Equipment"**: that part of the Licensee's Equipment (if any) installed before the date of this Agreement.

**"Fee"**: any amount payable by the Licensee under this Agreement.

**"Hazardous Substance"**: any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Building is situated or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenyls, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

**"In-Building Wire"**: as defined by the CRTC constitutes copper wires, Cable and other facilities which originate in the Equipment Room and run to the telephone closet on each floor and thereafter to but not within the premises of the tenant's or occupants in the Building.

**"Information Page"**: the sheet attached to this Agreement as "Page IP".

**"Lands"**: the lands occupied by the Building.

**"Licensee's Equipment"**: the Communications Equipment and the Connecting Equipment.

**"Licence Fee"**: the annual sums stated as the Licence Fee on the Information Page.

**"Main Distribution Frame"**: the main distribution frame or other physical location for the Cross Connection of a TSP's Entrance Cable to the In-Building Wire located in the Building.

**"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 in the City in Canada where the Licensor's head office is situated, by the bank indicated on the Information Page, as the "Prime Rate Reference Bank".

**"Recoverable Costs"**: the costs and expenses particularized on Schedule "F" for building services requested of the Licensor by the Licensee or causal to the Licensee's construction and installation activities relating to the provision of the Services in the Building. However, Recoverable Costs shall not include costs that would be incurred by the Licensor in any event, costs that have already been incurred by the date of execution of this Agreement, the costs associated with the negotiation, management, administration, monitoring and enforcement of this Agreement or of other agreements with TSPs, or (except for charges for services identified in Schedule "F" and provided by the Technical Representative) fees in relation to a Technical Representative.

**"Released Licensee Persons"**: the Licensee and the officers, directors, employees, agents and contractors of the Licensee.

**"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"**: the renewal term(s) noted on the Information Page.

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

**"Technical Representative"**: a person or entity retained by the Licensor to provide technical advice, management and supervision services for all or part of the raceways, risers, ducts, conduits, sleeves, communications pathways (including the Communications Spaces), roof areas and other telecommunications related facilities in or serving the Building.

**"Telecom Rules"**: the rules and regulations set out on Schedule "E" as amended from time to time by notice in writing to the Licensee.

**"Term"**: the period of time stated as the Term on the Information Page.

**"TSP"**: a telecommunications or other communications service provider.

## 2. GRANT

- (a) The Licensor grants to the Licensee for the Term, a non-exclusive licence:
  - (i) to install, operate, maintain, repair, improve, replace, and remove, at the Licensee's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
  - (ii) to use the Entrance Link, Main Distribution Frame, and Communications Spaces;
  - (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and
  - (iv) connect the Licensee's Equipment to the In-Building Wire and Cable inside office, stores or other units.
- (b) The Licensee shall be provided access to the Lands and Buildings in order to exercise its non-exclusive licence, twenty four hours per day, three hundred and sixty five days per year subject to:
  - (i) the Licensor's reasonable security requirements;
  - (ii) the notice requirement as provided in Section 10(b); and
  - (iii) an event of Force Majeure as provided in Section 28.
- (c) The Licensee shall use the Equipment Room and Deemed Area for the sole purpose of providing Services to tenants and occupants in the Building. The Licensee is expressly forbidden to serve other properties from the Building.
- (d) The Licensor may at any time, 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, (a "Relocation Notice") the Licensee shall relocate the Licensee's Equipment and the Deemed Area. 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.

- (e) The Licensor makes no warranty or representation that the Equipment Room, Deemed Area, the Communications Spaces or any part of the Building is or are suitable for the Licensee's use.
- (f) The Licensor may grant, renew or extend similar licenses to other suppliers of telecommunications services. The Licence granted by this Agreement is revocable only in accordance with the express terms of this Agreement.
- (g) The Licensee agrees to assist the Licensor in improving the space and operating efficiencies within the Building by undertaking the following, at the Licensee's cost, at the request of the Licensor and within timeframes approved by the Licensor, acting reasonably:
  - (i) identifying Existing Equipment;
  - (ii) upon reasonable request from the Licensor, to achieve improved space and operating efficiencies in connection with specific cases, examining, identifying and labelling specific items of Existing Equipment;
  - (iii) relocating, reconfiguring and improving space and operating efficiencies related to Existing Equipment in accordance with the reasonable requests of the Licensor, but subject to Section 2(d);
  - (iv) removing all abandoned cable as required by applicable fire codes, and all flammable cable that is dangerous by virtue of its location within the Building; and
  - (v) 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 where the requirements of the Licensor's insurers.

**3. FEES**

- (a) The Licensee agrees to pay the Licence Fee to the Licensor annually in advance without any set-off, deduction or abatement whatsoever. The Licence Fee during the first year of term is due and payable upon execution of this Agreement. The Licence Fee for all subsequent years is payable annually in advance January 1. The Licence Fee for any partial year(s) of this Agreement will be pro-rated on a daily basis.
- (b) The Licensee shall also pay to the Licensor any Recoverable Costs incurred by it within sixty (60) days after receipt of each itemized invoice, without deduction or set off.
- (c) The Licensee shall pay to the Licensor a one-time fee (to be determined based on scope) for the review and processing of the Licensee's plans, on the Commencement Date.
- (d) Interest will accrue at that rate of interest that is three percent (3%) greater than Prime on any arrears of Fees payable by the Licensee, and will be payable when payment of the interest is demanded.
- (e) Value added taxes and similar taxes such as "HST" or "GST" are payable by the Licensee on all Fees.

**4. TERM - OPTION TO RENEW**

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page, subject to the Renewal Term.
- (b) Provided that the Licensee is not in default of any of its obligations under this Agreement, this Agreement will automatically be renewed for the Renewal Term(s) unless the Licensee gives the Licensor at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of the Licensee's intention not to renew. Each Renewal Term will be governed by the same terms and conditions set out herein except for: (i) any further right to renew, (ii) Section 2(g)(i); and (iii) the License Fee, which will increase, for the first Renewal Term, by a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date to the start of the first Renewal Term or to \$\*\* per square foot, whichever is greater, and, for the second Renewal Term, by a percentage equal to the percentage of the increase in the Consumer Price Index from the start of the first Renewal Term to the start of the second Renewal Term or to \$\*\* per square foot, whichever is greater.



**5. USE**

The Licensee shall use the Building, Communications Spaces, Deemed Area and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in the Building.

**6. ELECTRIC UTILITIES**

Annually, the Licensor, after consultation with the Licensee, and acting reasonably, will estimate the amount of electricity consumed by the Licensee. The estimate for the first year of the Term is Nil Dollars (\$0). The Licensee will pay the amount estimated yearly in advance plus an administration fee of fifteen percent (15%). The Licensor shall notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's Equipment use and shall not be responsible for any losses, costs or expenses suffered as a result of any such outages if reasonable notice of such planned utility outages was provided. The Licensor has no obligation to provide emergency or "backup" power to the Licensee.

**7. CONSTRUCTION**

- (a) Subject to what is stated below, prior to performance of any work, or the making of any installation, and prior to changes, alterations or upgrades to any existing work or installation in the Building, the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for the work or installation detailing the type, size and location of the Licensee's Equipment that is proposed to be installed, altered or removed, the Communication Spaces to be used by the Licensee and the Deemed Area, all specifically describing the proposed construction and work. All working drawings, plans and specifications must be prepared in accordance with applicable engineering standards, will be sent in electronic format to the Technical Representative via email or in whatever other format, to whatever address the Licensor directs in writing, and will be considered as part of the Plans and Specifications when they have been approved by the Licensor, in writing. 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'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. Despite what is stated above, only an initial "Bay Layout" will be required in respect of equipment intended to be installed in the racks installed inside the Deemed Area and, technical specifications in respect of that equipment will not be required to be provided other than specifications relating to heat generated by the equipment and electrical consumption.
- (b) The Licensee warrants that, except for the Existing Equipment, the installation of the Licensee's Connecting Equipment, Entrance Cable and Cable shall be in strict compliance with the approved Plans and Specifications.

- (c) The Licensee agrees that installation and construction shall be performed:
- (i) in a neat, responsible, and good and workerlike manner;
  - (ii) strictly consistent with such reasonable requirements as shall be imposed by the Licensor and communicated in advance to the Licensee in writing;
  - (iii) in accordance with all applicable laws, rules and regulations;
  - (iv) in accordance with the Telecom Rules; and
  - (v) using only contractors approved in writing by the Licensor (it being acknowledged that, without limitation, a lack of or incompatible union affiliation of a contractor is a reasonable basis for failing to approve a contractor).
- (d) The Licensee shall label each Cable installed by the Licensee on or after the date of this Agreement in the Communications Spaces, in each telephone closet through which the Cables pass, and, in addition, at any intervals and at additional locations that the Licensor might reasonably require. The labelling will be in a format approved by the Licensor acting reasonably.
- (e) The Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Licensor prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over the Licensee's operations.
- (f) The Licensee shall not, during construction or otherwise block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, 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 reasonably requires concerning types of wiring casings, materials used in the Licensee's Equipment, sizes, capacities and other information which may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers. From time to time at reasonable intervals, the Licensor may require the Licensee to update the information referred to above in connection with the Licensee's Equipment and the Licensee will complete the update by confirmation in writing no later than ten (10) Business Days after written request.

## 8. LICENSEE'S COVENANTS

The Licensee covenants as follows:

- (i) The Licensee shall, at its sole cost and expense, maintain and repair the Deemed Area and the Licensee's Equipment in proper operating condition and maintain them in satisfactory condition as to safety.
- (ii) The Licensee shall, at its sole cost and expense, repair any damage to the Building, Communications Spaces and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any other occupant of the Building where such damage is caused by the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If the Licensee fails to repair or refinish the damage, the Licensor may repair or refinish such damage and the Licensee shall reimburse the Licensor all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs.
- (iii) The Licensee shall not interfere with the use and enjoyment of the Building by the Licensor or by lessees, or licensees of the Licensor or tenants or occupants of the Building or other buildings. If such interference occurs, the Licensor may give the Licensee written notice thereof and the Licensee shall correct same as soon as possible but not more than forty-eight (48) hours after receipt of notice. If the Licensee fails to correct the conditions after proper notification, the Licensor may take any action the Licensor deems appropriate to correct the conditions, all at the cost of the Licensee, plus an administration fee equal to fifteen percent (15%) of those costs.
- (iv) The Licensee's Equipment shall not disrupt, adversely affect, or interfere with other providers of communications services in the Building, the Building's operating, elevator, safety, security, or other systems, or with any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties. The Licensee shall correct such interference as soon as possible but not more than forty-eight (48) hours after receiving written notice of such interference.
- (v) The Licensee will comply with all Building rules, as periodically adopted by the Licensor acting reasonably, and the Telecom Rules and will cause its agents, employees, contractors, invitees and visitors to do so.
- (vi) The Licensee will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Deemed Area, the Equipment Room, the Licensee's Equipment and In-Building Wire, including the Licensee's provision of services.

- (vii) Except as part of a bona fide, general financing (which must not involve a specific mortgage, charge or encumbrance on In-Building Wire), 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. The Licensee will not encumber charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the In-Building Wire. Despite the foregoing, the Licensor acknowledges and agrees that the Licensee is permitted to allow other local exchange carriers to connect to and use copper In-Building Wire under its responsibility and control and conversely, to connect to and use copper In-Building Wire under the control and responsibility of other local exchange carriers, at no cost. The Licensee will be permitted to lease local loops to other TSPs if such lessee's equipment is located outside the Building.
- (viii) Except as required or mandated by the CRTC, the Licensee will not permit any other TSP to co-locate equipment in its Deemed Area nor will it permit any third party supplier to Cross Connect to any of the Licensee's Equipment or to use any part of the Licensee's Equipment for the purpose of providing telecommunication or similar services to customers in the Building.
- (ix) The Licensee will not use any part of the Licensee's Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network where disruption of the operation or use of the Licensee's Equipment or any part of it would have the effect of disrupting service to persons outside of the Building. Despite the foregoing or anything else contained in this Agreement to the contrary, and unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any Technical Representative or any other third party for any In-Building Wire.
- (x) The Licensee will strictly comply with all occupational health and safety legislation, Workers' Compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable.
- (xi) If the Licensor elects to retain a Technical Representative, the Licensee will, to the extent directed by the Licensor (i) recognize the Technical Representative as the duly authorized representative of the Licensor, and (ii) abide by all reasonable policies, directions and decisions of the Technical Representative pertaining to matters such as the use of Communication Spaces and other areas within the Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns. Despite the foregoing or anything else contained herein to the contrary, and unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any Technical Representative or any other third party for any In-Building Wire.

9. **THE LICENSOR COVENANTS:**

- (i) To operate, repair and maintain the Building and Building systems and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards;
- (ii) That any consent or approval of the Licensor pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for; and
- (iii) Subject to the Licensee reimbursing the Licensor for the Licensor's reasonable costs in doing so, and subject to payment to the Licensor of an administration fee of fifteen percent (15%) of those costs, to cooperate with the Licensee to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Licensee's construction, installation and operations provided for in this Agreement, in or in respect of the Building.
- (iv) If the operation of the Licensee's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Building, the Licensor shall, to the extent that it is commercially reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Licensee in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

10. **ACCESS**

- (a) The Licensee's authorized representatives may have access to the Equipment Room at all times during normal business hours, and at other times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving and repairing the Licensee's Equipment. The Licensor will give the Licensee's authorized employees or properly authorized contractors, subcontractors, and agents of the Licensee ingress and egress to the Lands, Building and Communications Spaces including non-exclusive use of an elevator (where necessary) 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, Communications Spaces, Equipment Room, or other areas in the Building and only upon the conditions set forth in this Agreement. The Licensee shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communication Spaces, Equipment Room, or other areas in the Building.

- (b) Except in the event of an emergency and as described below, the Licensee will give at least twenty-four (24) hours notice to the Licensor of its intent to enter Communications Spaces. At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. Any person who accesses the Building Communication Spaces, or any other part of the Building which the Licensor designates outside of normal business hours, may be required by the Licensor to be accompanied by a representative of the Licensor designated for that purpose. In the event of any emergency, the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Communications Spaces and, within five (5) Business Days following the entry, shall provide to the Licensor a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.
- (c) Nothing in this Agreement shall prohibit or otherwise restrict the Licensor and its representatives from having access to and to enter upon and into the Equipment Room or any Deemed Area for the purpose of inspections, conducting maintenance, repairs and alterations which the Licensor wishes to make in connection with the Building, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room, Deemed Area, or the Building or for such other purposes as the Licensor considers necessary. The Licensor will, however, except in case of an emergency, give the Licensee at least twenty-four (24) hours advance notice before entry into the Deemed Area and will be accompanied by a representative of the Licensee if the Licensee makes a representative available for that purpose within forty-eight (48) hours of the Licensee's receipt of the Licensor's notice.

## 11. INSURANCE

- (a) The Licensee shall maintain in force, at its expense, during the Term of this Agreement, a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Licensor, acting reasonably, insuring the Licensee and, as additional insureds: the Licensor, the Owner(s), any property manager or any lender that holds security on the Building that the Licensor may reasonably designate by written notice, only in respect of matters related to the operations of the Licensee in the Building, with a combined single limit of Ten Million Dollars (\$10,000,000.00) per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Building and tangible property of the Licensor in the Building or bodily injury or death of the Licensor's employees, or bodily injury or death or physical damage to tangible property suffered by any of the customers of the Licensee and their employees in the Building. The Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies, will contain owners' and contractors' protective coverage, standard non-owned automobile coverage, contingent employer's liability insurance, a cross

liability and severability of interests clause, and be written on an occurrence basis.

- (b) The Licensee will also maintain (i) an automobile liability insurance policy, and (ii) all risk property insurance on the Licensee's Equipment with a sufficient insured limit to cover its replacement cost and with a waiver of subrogation against the Licensor from the property insurers or, alternatively, the Licensee may self insure for the full replacement cost of the Licensee's Equipment.
- (c) The Licensee's Commercial General Liability insurance shall be primary insurance insofar as the Licensor and the Licensee are concerned, with any other insurance maintained by the Licensor being excess with the insurance of the Licensee required hereunder with respect to the extent of claims arising from the negligence of Licensee and those over whom it is responsible in law.
- (d) The Licensee shall provide proof of such insurance to the Licensor prior to commencement of any construction and notify the Licensor, in writing, that a policy is cancelled thirty (30) days prior to such cancellation. Annually, on the anniversary of the respective policies, the Licensee shall provide proof of such insurance in the form of insurance certificates signed by the Licensee's insurance brokers or its insurers' authorized representatives and in form, content, and detail consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) to the Licensor, acting reasonably.
- (e) The Licensor will maintain all risk property insurance on the Building

## 12. RELEASE BY LICENSEE

In no event will the Licensor be liable to the Licensee and the Licensee releases the Licensor for:

- (a) any damage to the Licensee's Equipment, Equipment Room, and Deemed Area or loss of use of such property;
- (b) the quality, adequacy, compatibility or sufficiency of any Building Communication Spaces provided to the Licensee hereunder, it being acknowledged by the Licensee that all Building Communication Spaces are provided "as is" and "where is", the use of which is at the sole risk of the Licensee;
- (c) the activities of any third party, under the terms of another telecommunications access licence or similar agreement, whether or not the party has been escorted while within the Building;
- (d) 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;

- (e) the inadequacy of any utility service, or the loss of or the failure to provide any utility service save and except for the failure of the Licensor to provide reasonable prior written notice in accordance with Section 6. The Licensee acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in office buildings and the Licensee further acknowledges that any sensitive 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
- (f) any damage, loss, cost or expense (whether below deductibles or not) to property referred to in paragraph (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 to Licensee's property, 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.

This release extends to any acts or omissions of the Licensor but not to any negligent, grossly negligent or wrongful wilful acts or omissions of the Licensor except that for damage, loss, cost or expense referred to in paragraph (f) above, Licensor will only be responsible for any grossly negligent or wrongful wilful acts or omissions of the Licensor.

### **13. RELEASE BY LICENSOR**

The Licensor releases the Licensee in respect of any damage, loss, cost or expense to the extent it exceeds deductibles, which arises from damage to Licensor's property in respect of which the Licensor maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party insurer or the Licensor self-insures, it being acknowledged that the Licensee, in requiring the Licensor to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licensee, except for damage within deductibles.

### **14. LIENS**

The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under the Licensee. The Licensee shall also indemnify, hold harmless and defend the Licensor and Owner(s) against any such liens, including the reasonable fees of the Licensor's solicitors. The provisions of this Section



shall survive termination of this Agreement. All such liens shall be removed within five (5) Business Days of notice to the Licensee to do so. The Licensor may, at the cost of the Licensee, pay money into court to obtain removal of a lien if the Licensee fails to do so, as required, and the Licensee will pay the cost to the Licensor including the amount paid into Court plus an administration fee equal to fifteen percent (15%) of the amount.

**15. 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.
- (c) Wherever a release is provided for under this Agreement in favour of the Licensee, it will be deemed to include the Released Licensee Persons. The Licensee acts as agent or trustee for the benefit of the Released Licensee 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.

**16. ASSIGNMENT, SUBLICENSING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE LICENSEE**

- (a) The Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensor which consent may not be unreasonably withheld. Despite what is stated above, the Licensee may assign its rights under this Agreement, on a bona fide basis, to an Affiliate, or to a purchaser of substantially all of the assets of the Licensee, without the prior written consent of the Licensor if: (i) the assignee executes an agreement with the Licensor to be bound by the terms of this Agreement and agrees to pay the reasonable costs of the Licensor incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of the Licensee, then unless the assignee has acquired substantially all of the assets of the Licensee and continues to own them after the transaction by which it ceased to be an Affiliate of the Licensee, an assignment in respect of which the Licensor's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Licensor those reasonable particulars which the Licensor requires in order to

satisfy itself concerning the requirements stipulated above, and provides to the Licensor reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement mentioned above and to satisfy itself that the requirements stipulated above are satisfied.

- (b) No assignment whether to an Affiliate or otherwise, shall release the Licensee from any liability or obligation under this Agreement, unless the Licensor provides a release in writing.
- (c) 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.
- (d) Despite what is stated above, the Licensee will be permitted to assign its rights under this Agreement to a bona fide lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking. However, this permission does not imply or allow the inference that the Licensor waives, or is willing to forbear from the exercise of its remedies under this Agreement, should an Event of Default occur, nor that any lender will have any greater rights than the Licensee in respect of this Agreement, including but not limited to the restrictions set out in this Section 16.

#### **17. ASSIGNMENT**

The Licensor will not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensee which consent may not be unreasonably withheld. In the event the Licensor enters into an agreement to sell, assign or otherwise transfer its interest in the Building as owner or lessor, the Licensor shall immediately notify the Licensee and cause such successor in interest to execute and deliver to the Licensee an agreement whereby the transferee agrees to assume and be bound by all the rights and obligations of the Licensor as set out herein.

#### **18. HAZARDOUS MATERIALS**

The Licensee shall not install, bring upon, or use any Hazardous Substance into or on the Building except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Licensee's business in the Building, and provided that any such use is in compliance with all applicable laws. The Licensee shall indemnify and hold the Released Persons and any party the Licensor is responsible for at law, harmless from any claim, loss, cost, damage, or expense resulting from any breach regarding the installation or use of any Hazardous Substance brought into or on the Lands or Building by the Licensee, including any and all costs incurred in remedying such breach.

**19. EVENTS OF DEFAULT - TERMINATION REMEDIES**

- (a) Each of the following events shall be deemed to be an Event of Default by the Licensee under this Agreement:
  - (i) the Licensee defaulting in the payment of any Licence Fee, amount, or portion thereof, or other sum of money due to the Licensor and such default continues for more than five (5) Business Days, after written notification of such default by the Licensor to the Licensee;
  - (ii) there is interference with the telecommunications or computer equipment of the Licensor, any tenant, or any other occupant of the Building or any other telecommunications or computer devices provided in the Building by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Licensee's Equipment, which interference is not cured within forty-eight (48) hours of the Licensee's receipt of written notice by the Licensor of such interference;
  - (iii) the revocation of the Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Licensee's providing of such services;
  - (iv) the Licensee'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;
  - (v) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Licensee under any loan or debt obligation;
  - (vi) the ceasing of the Licensee to carry on business in the ordinary course; and
  - (vii) if the Licensee shall default in the observance or performance of any of the Licensee's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Licensor to the Licensee.
- (b) Upon or after the occurrence of an Event of Default the Licensor may elect to terminate this Agreement without limiting its other remedies.
- (c) If the Licensor shall default in the observance or performance of any of the Licensor's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by

the Licensee to the Licensor, the Licensee may terminate this Agreement without limiting its other remedies.

**20. 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. 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 twenty (20) Business Days after the termination, the property may, at the Licensor's sole option, (i) be removed and stored by the Licensor at the Licensee's expense (and the Licensee will pay an administration fee equal to fifteen percent (15%) of the expense), or (ii) become the property of the Licensor without compensation to the Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of the Licensee's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, the Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to fifteen percent (15%) of the cost. The Licensee will provide to the Licensor upon completion of the removal of the Licensee's Equipment an engineer's report confirming completion of the removal in accordance with this Agreement.
- (b) If due to CRTC mandated obligations upon the Licensee to provide services to other TSPs, the Licensee is not required by Section 20(a) to remove the Entrance Cable or other items of the Licensee's Equipment ("Exempted Items") then despite the expiration or termination of the Term of this Licence, all of the obligations of the Licensee and the Licensor under this Agreement will continue in full force and effect except that the obligation to pay the Licence 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 20(a). So long as, and to the extent a third party assumes responsibility and control of the Exempted Items, and the third party is bound by a telecommunications access agreement with the Licensor, or a successor of the Licensor, the Licensee will be exempted from the obligation to remove the Exempted Items.

**21. LICENSOR'S ALTERATIONS**

No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from alterations to the Building or work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

**22. NOTICES**

Any demand, notice or other communication to be made by given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date of delivery, provided that delivery is made before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated on the Information Page. Notices given by electronic means will not be considered to have been given in writing.

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

Except as otherwise provided in this Agreement, the Licensee's Equipment, Entrance Cable and In-Building Wire shall remain personal property of the Licensee although it may be affixed or attached to the Building, and shall, during the Term, and any renewal of this Agreement and upon the expiration of this Agreement belong to and be removable by the Licensee.

**24. LIMITATION OF LIABILITY**

The obligations of the Licensor under this Agreement shall no longer be binding upon the Licensor if the Licensor or Owner(s) sells, assigns or otherwise transfers its interest in the Building as owner or lessor (or upon any subsequent licensor or owner after the sale, assignment or transfer by such subsequent licensor). If there is such a sale, assignment or transfer, the Licensor's obligations shall be binding upon the grantee, assignee or other transferee of the interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed those obligations. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. For greater clarity, nothing in this Section releases the Licensor from any liability (ies) that may arise prior to the date of such sale, assignment or transfer herein.

**25. SPECIFIC TERMINATION RIGHTS**

(a) 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:

- (i) 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;
- (ii) where the Deemed Area or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;

- (iii) where the Building is expropriated by a lawful authority;
- (iv) where the Licensor wishes to redevelop, or otherwise alter the Building in such a manner as to, in the Licensor's opinion, make the relocation of any part of the Deemed Area or the Licensee's Equipment not feasible;
- (v) the Licensee no longer provides Licensee's Services in the Building;
- (vi) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the provisioning of Licensee Services or any other matters required by the Licensee to provide Licensee Services; or
- (vii) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC.

**26. ESTOPPEL CERTIFICATES**

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

**27. 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.

**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. Force majeure shall include 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.

**29. CONTRACTOR'S PANDEMIC PLAN**

The Contractor will be required to provide an outline or certificate of Pandemic Preparedness Plan completion prior to contract acceptance by 20 VIC Management Inc. This plan is to be in


written form, customized to each location, and must meet the approval of 20 VIC Management Inc. As a minimum, the plan shall include:

- A schedule of management actions based on the six condition levels of the pandemic alert.
- Identification of the mitigation levels your company will do at each level.
- Identification of what service reductions are anticipated at each level.
- Identification of what residual impacts and actions your company plans to take after mitigation levels are taken.

**30. BINDING AUTHORITY**

The Licensee acknowledges that 20 VIC MANAGEMENT INC. ("20 VIC") has executed this agreement solely in its capacity of agent and manager for the Owner(s) as the Licensor, but with the power to bind the Licensor, and 20 VIC shall have no personal liability under the provisions of this licence agreement. Subject to the foregoing, 20 VIC represents and acts for and on behalf of the Owner(s) for all purposes of this 3<sup>rd</sup> Party Telecommunications Licence Agreement.


**CPPIB US RE-4, INC. c/o 20 VIC  
MANAGEMENT INC., as agent and manager  
for the Owner(s)**

Per:  \_\_\_\_\_ (Licensor)  
Name: *Stephen Adams*  
Title: *General Manager*

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation

**TELUS Communications Company** (Licensee)

Per:  \_\_\_\_\_  
Name: *Richard Johnson*  
Title: *Manager, Building Access*

Per: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE "B"**  
**COMMUNICATIONS EQUIPMENT DETAILED DESCRIPTION**



**SCHEDULE "C"**

CONNECTING EQUIPMENT PLANS AND DESCRIPTION

"INTENTIONALLY BLANK"

**SCHEDULE "D"**

**DESIGNATED PARTS OF BUILDING  
COMMUNICATIONS SPACES**

**"INTENTIONALLY BLANK"**

## SCHEDULE "E"

### TELECOM RULES

#### Introduction

The Technical Representative has been contracted by the Licensor to manage the telecommunications infrastructure (voice, data, video and automated building controls) and pathways for the Building. The Technical Representative is responsible for maintaining an accurate inventory of that infrastructure and for supervising all requests for entry to controlled riser spaces, hereafter known as "*Telecom Rooms or TRs*", including the demarcation room, co-location room, the main telephone room and individual riser/telecom rooms on each floor of the Building.

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

- a) provide a valid WSIB Certificate to 20 VIC Management Inc.;
- b) provide proof of Commercial General Liability Insurance (minimum \$2,000,000 per occurrence limit);
- c) provide proof of technical competence; and
- d) read and sign this document to acknowledge acceptance of these terms.

#### A Security

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

A.1.01 Identification must be provided by service technicians upon request.

A.1.02 A Statement of Work order ("SOW") or drawings must be provided upon request stipulating the type of service being providing and for which Licensee.

A.1.03 A contact number must be shown on the SOW so that the service technician may be contacted at any time while on the premises.

A.1.04 The Owner(s), tenants, or Technical Representative are not responsible for any tools or equipment left behind.

A.1.05 All service technicians will respect the real estate (or equipment) of other service providers.

A.1.06 The installing agent is responsible for any permits required.

A.1.07 The installing agent will ensure that all employees do not enter the *TRs* without prior authorization and the proper identification.

## **B. Qualifications**

B.1.01 The installing agent or contractor of any backbone or horizontal communication infrastructure will be performed and certified by an approved Certified System Vendor/CSV or equivalent (examples of which including Belden CDT, Systemax, Panduit, Tyco/Amp, etc.).

## **C. Workmanship**

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

C.1.01 TIA-222 *Structural Standard for Antenna Supporting Structures and Antennas*;

C.1.02 TIA/EIA-526-7 *Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant - OFSTP-7 - (February 2002)*

C.1.03 TIA/EIA-526-14-A *Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant - OFSTP-14A - (August 1998) (ANSI approval withdrawn August 2003)*;

C.1.04 TIA/EIA-568-B.1 (and all associated addendums) *Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements - (May 2001) (partly replaces CSA T-529-95)*;

C.1.05 TIA/EIA-568-B.2 (and all associated addendums) *Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted-Pair Components - (December 2003) (partly replaces CSA T-529-95)*;

C.1.06 TIA/EIA-568-B.3 (and all associated addendums) *Optical Fiber Cabling Components Standard - (April 2002) (partly replaces CSA T-529-95)*;

C.1.07 TIA/EIA-569-B (and all associated addendums) *Commercial Building Standard for Telecommunications Pathways and Spaces - (October 2004)*;

C.1.08 TIA/EIA-606-A *Administration Standard for Commercial Telecommunications Infrastructure - (May 2002) (replaces CSA T-528-93)*;

C.1.09 ANSI-J-STD-607-A *Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications* (replaces CSA T-527-94);

C.1.10 TIA-758-A *Customer-owned Outside Plant Telecommunications Infrastructure Standard - (August 2004)*;

C.1.11 TIA-942 *Telecommunications Infrastructure Standard for Data Centers*;

C.1.12 *Building Industry Consulting Services International (BICSI) – Telecommunications Distribution Methods Manual (TDMM) 11<sup>th</sup> Edition, 2006;*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **E. Safety**

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

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

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

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

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

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

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

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

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

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

**F. Statement of Work**

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

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

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

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

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

**G. Approval for Construction**

G.1.01 No construction may commence without:

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

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

## **H. Loading Dock Procedures**

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

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

H.1.03 Storage is not permitted on the dock.

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

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

H.1.06 Oversize deliveries may be prearranged through Security for off street loading. Any street permits required are the responsibility of the contractor. Escalators will be OFF when material is carried above grade level.

## **I. Hours of Work**

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

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

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

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

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



## SCHEDULE "F"

### RECOVERABLE COSTS

The Recoverable Costs are costs of:

- (a) telecommunications, 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 reasonable 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 Section 7(a) except that, regardless of what is provided in Section 7(a) of this Agreement,
  - (i) no charge will be made for reviewing plans, specifications or working drawings, for (A) installation of cable between a point of connection in riser room, or riser and the customer's premises on the same floor as the point of connection; or (B) installations or alterations of cable (sometimes referred to as "adds, drops or changes") for any particular customer within its premises;
  - (ii) during the initial Term of this Agreement the charge for the review and monitoring referred to in Section 7(a), where a charge is imposed, will not exceed five hundred dollars (\$500.00) plus HST or GST in each instance; and

- (iii) no charge will be imposed for review of plans or inspection of installations or work (if any) made by the Licensee before the date of this Agreement, but alterations of those installations or that work may be subject to such a charge