

**TELECOMMUNICATIONS LICENSE AGREEMENT**

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

**GWL REALTY ADVISORS INC.  
as agent for the Owner(s)**

**(the "Licensor")**

**- and -**

**TELUS COMMUNICATIONS INC.**

**(the "Licensee")**

## INDEX

<u>Section</u>	<u>Page No.</u>
Information Page.....	IP
1. Definitions.....	2
2. Grant .....	5
3. Licence Fees.....	7
4. Term - Option to Renew .....	8
5. Use .....	9
6. Electric Utilities and Operating Costs.....	9
7. Construction.....	10
8. Licensee's Covenants.....	12
9. Access .....	14
10. Insurance.....	15
11. Release .....	16
12. Indemnification .....	17
13. Expanded Meaning of Licensors - Agency and Trust.....	18
14. Liens.....	18
15. Establishment of Central Distribution System ("CDS").....	18
16. Assignment, Sublicensing, Encumbering, and Sharing of Space and Equipment by Licensee.....	19
17. Hazardous Materials .....	20
18. Events of Default - Termination Remedies .....	21
19. Restoration Obligations .....	22
20. Licensors' Alterations .....	22
21. Notices .....	23
22. No Implied Waiver .....	23
23. Subordination.....	23
24. Licensee's Equipment to Remain Personal Property.....	23
25. Severability .....	23
26. Governing Law .....	23
27. Survival of Provisions.....	24
28. License Only.....	24
29. Successors in Licensors' Interest/Limitation of Liability.....	24
30. Specific Licensors' Termination Rights .....	24
31. Application of Funds.....	25
32. Estoppel Certificates .....	25
33. Unauthorized Continued Use.....	25
34. Public Announcements - Marketing and Merchandising Within the Buildings.....	25
35. Licensors' Authority - Several Obligations - Non-Recourse .....	26
36. Entire Agreement.....	26
37. Change of Law .....	26
38. Arbitration Proceedings .....	26
39. Force Majeure .....	26
40. Headings .....	27

## **SCHEDULES**

SCHEDULE "A" - LEGAL DESCRIPTION OF THE BUILDINGS

SCHEDULE "B" - EQUIPMENT ROOM(S) PLAN(S)

SCHEDULE "C" - COMMUNICATIONS EQUIPMENT DETAILED DESCRIPTION

SCHEDULE "D" - CONNECTING EQUIPMENT PLANS AND DESCRIPTION

SCHEDULE "E" - DESIGNATED PARTS OF BUILDING COMMUNICATIONS SPACES

SCHEDULE "F" - EXCLUSIVE USE AREA(S) (if any)

EXHIBIT "1" - PLANS AND SPECIFICATIONS

### INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT made as of the 5<sup>th</sup> day of February, 2003 between GWL Realty Advisors Inc. as agent for 2730979 Canada Inc. as Licensor and TELUS COMMUNICATIONS INC. as Licensee. The information is as follows:

**Buildings:** the office buildings municipally known as 1270, 1290 and 1300 Central Parkway West in the City of Mississauga, and the Province of Ontario, and having a total Gross Leasable Area of 329,664 square feet.

**Commencement Date:** the 1st day of January, 2003.

**License Fee:** the annual sum of Six Thousand, Five Hundred and Ninety-Three Dollars and Twenty-Eight Cents (\$6,593.28).

Notices:	Licensor	Licensee
	GWL Realty Advisors Inc.	TELUS Communications Inc.
	90 Burnhamthorpe Road West	6 <sup>th</sup> floor, 100 Sheppard Avenue E
	Suite 206	Toronto, ON M2N 6N5
	Mississauga, Ontario, L5B 3C3	Fax: 416 223 0235
	Attention: James McCarvell	Attention: Robert Beatty,
		AVP Building Access

**Prime Rate Reference Bank:** Canadian Imperial Bank of Commerce.

**Renewal Term(s):** one period of Five (5) years.

**Term:** Five (5) years, starting on the Commencement Date, and ending on the 31st day of December, 2008.



## TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 5<sup>th</sup> day of February 2003.

B E T W E E N:

**GWL REALTY ADVISORS INC.  
(as agent for 2730979 Canada Inc.)**

(hereinafter the "Licensor")

- and -

**TELUS COMMUNICATIONS INC.**

(hereinafter the "Licensee")

### RECITALS:

- A. GWL Realty Advisors Inc. is the duly authorized agent of 2730979 Canada Inc. and the tenants and occupants of the Buildings require telecommunication services.
- B. The Licensee wishes to gain access to the Lands and Buildings for the sole purpose of installing, maintaining, repairing, replacing and operating equipment to provide telecommunication services to the tenants and occupants of the Buildings.
- C. The Licensor agrees to grant the Licensee this license on the terms and conditions set out herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensee and the Licensor agree as follows:

#### 1. Definitions

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

"Affiliate": a company that is affiliated with another within the meaning of the Canada Business Corporations Act.



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

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

"Building": the building municipally known as 1300 Central Parkway West in the City of Mississauga.

"Buildings": the buildings situated on the Lands; municipally described on the Information Page, and containing the number of square feet of Gross Leasable Area indicated 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.

"CDS": a central telecommunication distribution system acquired, developed, established or managed for the use by providers or users of telecommunication services and other communication services within the Buildings.

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

"Communications Equipment": cabinets, racks, electronic equipment and other equipment installed, or to be installed by the Licensee, in the Exclusive Use Area(s) all as described in Schedule "C" and such other equipment as may be installed by the Licensee during the Term and Renewal Term, as approved by the Licensor in accordance with Section 7.

"Communications Spaces": telecommunications pathways and cable pathways designated by the Licensor in Schedule "E" for use by the Licensee to provide telecommunication services to tenants and occupants of the Buildings and such other pathways used by the Licensee during the Term and Renewal Term as approved by the Licensor in accordance with Section 7.

"Connecting Equipment": the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware as described in Schedule "D" installed, or to be installed by the Licensee, through Entrance Links, and the Communication Spaces, and such other connecting equipment as may be installed by the Licensee in the Buildings during the Term and Renewal Term, as approved by the Licensor in accordance with Section 7, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

"Cross Connection": the connection of one wire or cable under the management and control, or ownership of one telecommunications service provider 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 telecommunication service provider to that of another, or any of its components.

"CRTC": the Canadian Radio-television and Telecommunications Commission;

"Entrance Cable": the Cable 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(s)": the area or areas containing the Main Distribution Frames for the Buildings.

"Event of Default": defined in Section 18.

"Exclusive Use Area(s)": an area or areas (if any) shown on Schedule "F" containing a minimum of 100 sq. ft. of area for housing the Communications Equipment and for the exclusive use by the Licensee.

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

"Gross Leasable Area": the total floor area of the leasable area of the Buildings measured in accordance with the standard lease form used for office tenants in the Buildings as determined by the Licensor.

"Hazardous Substance": any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Buildings are 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 biphenals, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

"In-Building Wire": copper wires, Cable and other facilities which originate in the Equipment Room(s) and run to the telephone closet on each floor and thereafter to the premises of the tenant's or occupants in the Buildings;

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

"Inside Wire": wires and other facilities which are usually in, or in proximity of, premises of the tenants or occupants of the Buildings, and which are under those persons' or entities' responsibility and control;

"Lands": the lands legally described in Schedule "A".



"Leased Premises": the premises described as the "Leased Premises" in Section 2(c).

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

"License Fee": the annual sum stated as the Licensee Fee on the Information Page and as contained in Section 3(a) of this Agreement.

"Main Distribution Frame": the main distribution frame or frames located in the Building(s).

"Owner(s)": 2730979 Canada Inc. and any subsequent owner or owners from time to time of the Lands.

"Plans and Specifications": the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Section 7(a) and attached to this Agreement as Exhibit "1"

"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".

"Released Persons": the Licensor and Owner(s) and property manager of the Buildings and any lender that holds security on the Buildings, and the respective officers, directors, employees, of all and any of them.

"Renewal Term": the renewal term as stated in Section 4(b).

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

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

## 2. Grant

(a) in order to provide telecommunication services to tenants and occupants in the Buildings, the Licensor grants to the Licensee for the Term, a non-exclusive license:

- (i) to install, operate, maintain, repair, improve, replace, and remove, at the Licensee's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
- (ii) to use the Entrance Link, Main Distribution Frame, Communications Spaces ;





to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and,

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

- (b) The Licensee shall be provided access to the Lands and Buildings in order to exercise the non-exclusive licenses as above, 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 9(b);
  - iii) an event of Force Majeure as provided in Section 39
- (c) The Licensee shall use the Equipment Room(s) and Exclusive Use Area(s) for the sole purposes of providing telecommunication services to tenants and occupants in the Buildings, and facilitating telecommunication to and from those tenants and occupants through the Equipment Room(s) and Exclusive Use Area(s), the Connecting Equipment between the Equipment Room(s) and the Exclusive Use Area(s) and the premises (the "Leased Premises") leased to Telus Mobility Cellular Inc. under the lease dated February 7, 2000, situated on the ground floor of the Building, and having a "Rentable Area" of two thousand, five hundred (2,500) square feet.
- (d) The Licensor may at any time, require the Licensee, to relocate within the Buildings any or all of the Licensee's Equipment, and the Exclusive Use Area(s). 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 Exclusive Use Area(s). If the Relocation Notice requires the relocation to occur within the first two (2) years after the Commencement Date, the Licensor will be solely responsible for the direct, reasonable, out of pocket expenses of the relocation (the "Relocation Costs"), and if the Relocation Notice does not require the relocation to occur until after that two (2) year period, the Relocation Costs will be shared equally by the Licensor and Licensee unless the relocation is primarily to accommodate another supplier of telecommunication 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.

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.

- (f) The Licensor makes no warranty or representation that the Equipment Room(s), Exclusive Use Area(s), the Building Communications Spaces or any part of the Building are suitable for the Licensee's use and accepts no responsibility if they are not suitable. The Licensee is deemed to have satisfied itself in all respects including completing comprehensive site inspections of the Exclusive Use Area(s), Equipment Room(s), the Building Communications Spaces and the Buildings, respectively, and accepts them "as is". The Licensor is under no obligation to perform any work or provide any materials to prepare the Equipment Room(s), Exclusive Use Area(s), the Building Communications Spaces or the Buildings for the Licensee.

The Licensor may grant, renew or extend similar licenses to other suppliers of telecommunications services. The License granted by this Agreement is revocable only in accordance with the express terms of this Agreement.

### 3. Licence Fees

The Licensee shall pay to the Licensor an annual fee of Two Cents (\$0.02) per square foot of the Gross Leasable Area of the Buildings, plus G.S.T. Based on the Gross Leasable area of both buildings totalling 329,664 square feet, the Annual Access Fee will be Six Thousand Five Hundred and Eighty-four Dollars and Ninety Cents (\$6,593.28).

In the event the Licensee requires an Exclusive Use Area(s) in excess of one hundred (100) square feet of area and where available, as reasonably determined by the Licensor, such additional space as agreed to the parties will be provided at an additional cost of Thirty Dollars (\$30.00) per square foot per annum. It is acknowledged that the parts (if any) of the Equipment Room(s) now occupied by the parts of the Licensee's Equipment that are required to provide so called "regulated services", being voice grade, telephone service over copper wire will not be part of the Exclusive Use Area(s); will not, therefore be included in calculating the one hundred (100) square feet area referred to above; will not be included in the one hundred (100) square foot area, or in any excess over that area, and will therefore not be subject to the Thirty Dollars (\$30.00) per square foot per annum charge referred to above. However, the



Licensee undertakes at its expense, to reconfigure, relocate and upgrade to current standards, and so as to minimize the usage of space, in accordance with Plans and Specifications approved by the Licensor, acting reasonably, the Licensee's Equipment situated in the Equipment Room(s) outside of the Exclusive Use Area(s), to the extent feasible, on a continuing basis, as changes in customer connections and requirements occur.

- (b) The Licensee agrees to pay the License Fee to the Licensor without any set-off, deduction or abatement whatsoever and shall do so in the following manner. The Licensee shall pay the entire annual License Fee to the Licensor, in advance on the Commencement Date and thereafter on the anniversary date of such Commencement Date in each succeeding year throughout the Term.
- (c) The Licensee shall also pay to the Licensor the additional fees payable under Section 6 below in respect of operating costs attributable to the Licensee's use and operation of the Licensee's Equipment, Building Communications Spaces and Equipment Room(s).
- (d) Upon execution of this Agreement, Licensee shall pay Licensor a one-time fee in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to partially reimburse Licensor for the expenses that may be incurred by Licensor in connection with this Agreement, including, but not limited to, consulting, legal and technical service fees.
- (e) 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.
- (f) If the Licensee disputes any amount demanded or invoiced under this Agreement it must do so by written notice stating the details and basis of the objection, within three hundred sixty five (365) days after receipt of the demand or invoice, failing which it will be deemed to have accepted the demand or invoice.

#### 4. Term - Option to Renew

- (a) The Term of this Agreement will commence on the Commencement Date and expire on the date stipulated on the Information Page. However, if the Licensee has not installed the Licensee's Equipment in the Buildings within one hundred eighty (180) days of the Commencement Date; or if the Licensee has had no customers in the Building for more than one hundred eighty (180) consecutive days following the end of the first one hundred eighty (180) day period mentioned above, either party may terminate this Agreement with respect to the Buildings on thirty (30) days' notice to the other party and Section 19 will apply.



- (b) Provided that the Licensee is not in default of any of its obligations under this Agreement, this Agreement will be automatically be renewed for one (1) period of Five (5) years unless the Licensee gives the Licenser at least one hundred and twenty (120) days written notice prior to the end of the Term of the Licensee's intention not to renew. The Renewal Term will be governed by the same terms and conditions set out herein except for any further right to renew and except for Section 3(d).

## 5. Use

The Licensee shall use the Building's Communications Spaces, Exclusive Use Area(s) and the Equipment Room(s) in the Buildings solely for the purpose of providing telecommunication services to the tenants or occupants situated in the Buildings who subscribe for those telecommunication services during the respective terms of their tenancies and for the purpose of connecting the Communications Equipment situated or to be situated in the Equipment Room(s) and Exclusive Use Area(s), via the Connecting Equipment, to the equipment situated in the Leased Premises. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide its telecommunication services. This Agreement prohibits the installation or operation of all forms and types of rooftop communications equipment or wireless communications equipment, and all types of Broadcasting equipment and services unless otherwise agreed to in writing by the Licenser.

## 6. Electric Utilities and Operating Costs

- (a) The Licensee shall install, at its own cost, a separate electrical check meter for the Licensee's Equipment in the Exclusive Use Area(s) and the Buildings and shall be responsible to the local electric utility for the electrical costs attributable to the Licensee's use and operation of the Licensee's Equipment. Failing any such check meter being installed, the Licenser shall estimate, acting reasonably the amount of electricity consumed by Licensee which amount plus an administration fee of 15% of the amount shall be paid by the Licensee when it is billed. The Licenser shall notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's Equipment use but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages providing reasonable notice of such planned utility outages was provided. The Licenser has no obligation to provide emergency or "backup" power to the Licensee. Any provision of emergency or "backup" power shall be the sole responsibility of the Licensee.
- (b) The Licensee shall be responsible for all operating expenses and costs relating to the operation of the Buildings which are attributable to the Licensee's use and operation of the Licensee's Equipment, the Building Communications Spaces and the Exclusive Use Area(s). Where operating costs and expenses are not metered or otherwise separately measured and attributable to the Licensee, then the Licensee shall reimburse the Licenser

for the portion of those costs and expenses that the Licensor, acting reasonably, deems appropriate.

If the Licensor determines that real property taxes, or other taxes payable in respect of the Buildings have been increased as a consequence of this Agreement, improvements installed by the Licensee in respect of the Buildings, or any of the fees or other amounts payable by the Licensee under this Agreement, then, the Licensor will be entitled to determine, acting reasonably, the amount of the increase, and the Licensee will pay the increase based on reasonable estimates of the Licensor in advance, and subject to periodic adjustment within a reasonable time after the final amounts of real property taxes and other taxes applicable to the Buildings are determined.

In the event the Licensee disputes any of the determinations of the Licensor pursuant to Sections 6(a), (b) or (c) above, it must do so by submitting such matter to Arbitration in accordance with Section 38, within three hundred and sixty five (365) days after payment of the increase failing which it will be deemed to have accepted the amount paid.

## 7. Construction

The Licensee represents and warrants that the Plans and Specifications have been prepared in accordance with standard engineering practices. Subject to what is stated below, prior to changes, alterations or upgrades to any existing work or installation in the Buildings, 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, the Building Communication Spaces to be used by the Licensee and the Exclusive Use Area(s), 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. 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 Buildings 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 Exclusive Use Area(s) 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 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 workmanlike manner;  
  
strictly consistent with such reasonable requirements as shall be imposed by the Licensor;  
  
in accordance with all applicable laws, rules and regulations; and  
  
using only contractors approved in writing by the Licensor.
- (d) The Licensee shall label each Cable installed by or used by the Licensee 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 and will include identification information such as, but not limited to, reference to this Agreement (to serve as identification), the floor where the Cable originates and the floor where the Cable terminates, and any other information as may be periodically and reasonably required by the Licensor.
- (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 Buildings 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 Buildings. All terms and conditions of this Section 7 shall apply.
- (h) The Licensee will be required to provide to the Licensor as built drawings prepared by a professional engineer and in whatever format the Licensor requires, depicting the Licensee's Equipment, its locations, its method of installation, and any other actual on-site conditions required by the Licensor. Those as-built drawings will be required to be updated and revised from time to time should any changes occur to the Exclusive Use

Area(s), Equipment Room(s), the Buildings or the Licensee's Equipment. The as-built drawings will be provided in each case no later than twenty-one (21) days after the Licensor's written request. Any out of pocket costs incurred by the Licensor in reviewing these as-built drawings will be paid by the Licensee together with an administration fee of 25% of the actual out of pocket cost incurred by the Licensor. Despite what is stated above, only the "Bay Layout" will be required in respect of Communications Equipment installed in the racks in the Exclusive Use Area(s) and as built drawings in respect of that Communications Equipment will not be required.

- (i) The Licensee may require additions, improvements, alterations or substitution of the existing Licensee's Equipment, Entrance Cable and Cable during the Term and any Renewal Term in which case additional plans and specifications for same shall be provided to the Licensor for its written approval, such approval not to be unduly delayed or unreasonably withheld, in which case the terms and conditions of this Section 7 shall apply.

#### 8. Licensee's Covenants

The Licensee shall, at its sole cost and expense, maintain and repair the Exclusive Use Area(s) and the Licensee's Equipment in proper operating condition and maintain them in satisfactory condition as to safety.

The Licensee shall, at its sole cost and expense, repair any damage to the Buildings, 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 Buildings where such damage is caused by the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees including relocation required by the Licensor. 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 25% of those costs.

The Licensee shall not interfere with the use and enjoyment of the Buildings by the Licensor or by lessees, or licensees of the Licensor or tenants or occupants of the Buildings 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 one (1) Business Day 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 25% of those costs.

The Licensee's Equipment shall not disrupt, adversely affect, or interfere with other providers of communications services in the Buildings, 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 one (1) Business Day after receiving written notice of such interference.

- (e) The Licensee will comply with all Building rules, as periodically adopted by the Licensor, and will cause its agents, employees, contractors, invitees and visitors to do so.
- (f) 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(s), Licensee's Equipment and In-Building Wire, including the Licensee's provision of services.

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.

Except as required or mandated by the CRTC, the Licensee will not permit any other telecommunications supplier or other communication provider to co-locate equipment in its Exclusive Use Area(s) 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 the third party's telecommunication or similar services directly to customers in the Building, however it is understood that the Licensee may Cross Connect to Enersource Telecom fibre facilities in order to provide TELUS Communications Inc. services.

- (i) Nothing in this section however is intended to derogate from the rights of Telus Mobility Cellular Inc. under the lease referred to in Section 2(c).
- (j) 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, and will ensure that the Licensor is fully aware of any requirements on its part related to work to be performed by Licensee. The Licensee will be responsible for fully informing the Licensor concerning all those matters that are required to be performed by the Licensor in connection with the Licensee's activities in order to ensure compliance with governmental requirements and, except where the Licensor specifically directs otherwise, the Licensee will perform those matters on



the Licensor's behalf and will indemnify the Licensor in respect of any failure of the Licensee to perform its obligations under this Section.

- (k) If the Licensor elects to retain a Riser Manager, the Licensee will, to the extent directed by the Licensor (i) recognize the Riser Manager as the duly authorized representative of the Licensor, (ii) abide by all policies, directions and decisions of the Riser Manager, (iii) pay directly to the Riser Manager its reasonable charges for services provided directly to the Licensee including but not limited to, the cost of reviewing plans and specifications, inspecting work performed on behalf of the Licensee, and supervision of work, and (iv) pay a pro-rated share of the charges and fees reasonably paid by the Licensor to the Riser Manager for riser management services. In the event the Licensee disputes the amount payable to the Riser Manager or the Licensee's pro-rated share thereof, the Licensee shall nevertheless make payment in accordance with the Licensor's determination and must dispute the payment of same by submitting such payment to arbitration in accordance with Section 38, within 365 days of payment, failing which it will have accepted the Licensor's determination.

## 9. Access

- (a) The Licensee's authorized representatives may have access to the Equipment Room(s) 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, Buildings and Building Communications Spaces including non-exclusive use of an elevator during normal business hours, and at other times as agreed by the parties in advance. However, 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, 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 Communication Spaces, Equipment Room(s), or other areas in the Buildings. Any negligence or wrongful act in the Buildings by Licensee's employees or other persons authorized or invited by the Licensee shall be subject to the indemnification provisions of this Agreement.
- (b) Except in the event of an emergency, the Licensee will give at least one (1) Business Day notice to the Licensor of its intent to enter Building 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 Building 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 Buildings which the Licensor designates, 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 25%. 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 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(s) or any Exclusive Use Area(s) for the purpose of inspections, conducting maintenance, repairs and alterations which the Licensor wishes to make in connection with the Buildings, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room(s), Exclusive Use Area(s), or the Buildings 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 one (1) Business Day advance notice before entry into the Exclusive Use Area(s) and will be accompanied by a representative of the Licensee.
- (d) The Licensor and the Owner(s) shall not be responsible for any losses, costs or expenses suffered or incurred by the Licensee if the Licensee did not give notice of its intent to enter and as a result was not able to gain entry.

#### 10. Insurance

- (a) The Licensee shall maintain in force, at its expense, during the Term of this Agreement and any Renewal Term, a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Licensor insuring the Licensee and, as additional insureds, the Licensor, any property manager or any lender that holds security on the Buildings that the Licensor may reasonably designate by written notice, only in respect of matters related to the operations of the Licensee in the Buildings, with a combined single limit of Ten Million Dollars (\$10,000,000.00) for injury or death or property damage including damage to the Buildings and any property of the Licensor in the Buildings, or injury or death of Licensor's employees, or any injury or loss suffered by any of the customers of the Licensee and their employees in the Buildings. The Licensee's liability



insurance will contain owners' and contractors' protective coverage, contingent employer's liability insurance, a cross liability and severability of interests clause, will be written on an occurrence basis, and will provide protection against economic and consequential loss.

The Licensee will also maintain an automobile liability insurance policy.

The Licensee shall maintain all risk property insurance on the Licensee's Equipment in sufficient amounts to cover any loss thereof, with waiver of subrogation against the Licensor. Alternatively the Licensee may elect not to purchase insurance for the Licensee's Equipment and to itself be the insurer of the Licensee's Equipment.

The Licensee's insurance shall contain provisions providing that such insurance shall be primary insurance insofar as the Licensor, and the Licensee are concerned, with any other insurance maintained by the Licensor being excess and non-contributing with the insurance of the Licensee required hereunder and providing coverage for the contractual liability of the Licensee to indemnify the Licensor pursuant to Sections 12(a) and (b) below. The Licensee shall obtain the agreement of the Licensee's insurers to provide proof of such insurance to the Licensor prior to commencement of any construction and to notify the Licensor, in writing, that a policy is cancelled or materially changed at least 30 days prior to such cancellation or material change. Annually, on the anniversary of the Commencement Date, the Licensee shall provide proof of such insurance in the form of insurance certificates signed by the insurers and in form, content, and detail satisfactory to the Licensor, acting reasonably.

11. Release

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

any damage to the Licensee's Equipment, Equipment Room(s), and Exclusive Use Area(s) or loss of use of such property;

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;

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 Buildings;



- (d) any claims resulting from lightening or other electrical current passing through the Buildings or facilities that cause any damage to the Licensee's Equipment or result in the interruption of any service by the Licensee; and
- (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(a). 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 Buildings 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.

This release extends to any negligent acts or omissions of the Licensor but not to any grossly negligent or willful acts or omissions of the Licensor.

Other than as expressly provided for in this Agreement, there are no other warranties, representations, conditions or guarantees of any kind provided by the Licensor to the Licensee, either express or implied, whether by statute, agreement, tort, product liability, other theory of law, or otherwise, regarding this Agreement or the privileges afforded to the Licensee pursuant to this Agreement.

## 12. Indemnification

- (a) The Licensee shall indemnify and hold the Licensor harmless from and against any claims, losses, costs, damages, expenses and legal fees on a solicitor and own client basis for liability resulting from:
  - (i) the construction, installation, operation, maintenance, repair and removal of the Licensee's Equipment; and
  - (ii) the Licensee's use of and access to the Buildings as provided in this Agreement,

including any claims or demands made by customers of the Licensee or users of the Licensee's Equipment in the Buildings, arising directly or indirectly from any act, omission or negligence of the Licensee.

- (b) The Licensee shall indemnify and hold the Licensor harmless from and against claims, losses, costs, damages and expenses for liability resulting from bodily injury or property damage and any resultant economic and consequential loss only, made by the Licensee or customers of the Licensee or users of the Equipment, which are a direct result of the acts, omissions or negligence of the Licensor to the maximum amount of Ten Million (\$10,000,000.00) Dollars.



Notwithstanding anything contained in this Agreement, in no event is the Licensee required to indemnify and hold harmless the Licensor, or any other person or entity from and against any claims, losses, costs, damages and expenses and legal fees on a solicitor and own client basis arising directly or indirectly from any act, omission or negligence of any Riser Manager.

The provisions of this Section 12 shall survive termination or the expiration of this Agreement for the applicable statutory periods regarding limitation of actions or claims.

### 13. Expanded Meaning of Licensor - Agency and Trust

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

### 14.

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) of 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 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 25% of the amount.

### 15. Establishment of Central Distribution System ("CDS")

During the Term or any Renewal Term, the Licensor may undertake to provide or install a CDS to satisfy the collective Cable requirements of all services providers and occupants of the Buildings or any of them;

In the event the Licensor provides or installs a CDS pursuant to Section 15(a) above, the Licensor and Licensee mutually agree to enter into good faith negotiations in an attempt to enter into a CDS usage agreement satisfactory to each;

In the event the Licensor provides or installs a CDS then the Licensor may purchase from the Licensee those portions of the Connecting Equipment and In-Building Wire installed by the Licensee as mandated by the CRTC or alternatively as agreed to by the parties.

In the event the parties are unable to enter into a CDS usage agreement, the installation of a CDS during the Term or any Renewal Term shall not affect the rights and access granted to the Licensee or the ability of the Licensee to provide telecommunication services to tenants or occupants of the Buildings pursuant to the terms and conditions of this Agreement. In the event the parties are unable to enter into a CDS usage agreement, upon an operational CDS being installed in the Buildings and upon all telecommunication services providers save and except the "ILEC" (as defined by the CRTC), having agreed in writing to participate in the CDS or to pay the same monthly amount as the Licensee, the Licensee shall pay, in addition to the fees as provided in this Agreement, the sum of One Thousand Dollars (\$1,000.00) per month as a genuine pre-estimate of the foregone revenue of the Licensor as a result of the non-participation in the CDS by the Licensee. For the purpose of the preceding sentence, wireless service providers, wireless service enhancement providers, redundant service providers, web, or server hosting service providers, and other services not normally considered as telecommunications service providers, will not be considered as telecommunications service providers (but if redundant service providers provide telecommunication services in addition to redundant service, they are considered as telecommunications service providers in respect of these additional services).

The Licensee acknowledges that a CDS may be installed in all or any of the Buildings, and that Sections 15(a), (b), (c) and (d) will apply so that if a CDS is installed in more than one of the Buildings, then, the charges provided for in Section 15(d) will apply separately to each of the CDSs so that when they become operational, the charge per month is Two Thousand Dollars (\$2,000.00) or Three Thousand Dollars (\$3,000.00), as the case may be, and not One Thousand Dollars (\$1,000.00).

16. Assignment, Sublicensing, Encumbering, and Sharing of Space and Equipment by Licensee.

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 of Telus Communications Inc. 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 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 Telus Communications Inc., 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 Licensors 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.

No assignment whether to an Affiliate or otherwise, shall release the Licensee from any liability or obligation under this Agreement, unless the Licensors provides a release in writing.

- (c) Except as required or mandated by the CRTC, 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 Licensors's consent.

For the purposes of the restrictions set out above, any corporate change of control, change in partnership, or other dealing with the issued shares of, assets, partnership interests in, or other aspect of the Licensee or its assets which has the result of changing the effective control of the Licensee will be considered as an assignment in respect of which the Licensors's approval is required in advance in writing. This does not apply, however, if the Licensee is a company with its shares listed on a recognized stock exchange nor does it apply if the Licensee is a subsidiary of such a company and, an effective change of control occurs by virtue of dealing in the shares of the parent company.

- (e) 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 Licensors waives, or is willing to forbear from the exercise of its remedies under this Agreement, should an Event of Default occur, nor that any lender will have any greater rights than the Licensee in respect of this Agreement, including but not limited to the restrictions set out in this Section 16.

## 17. Hazardous Materials

The Licensee shall not install, bring upon, or use any Hazardous Substance into or on the Buildings. The Licensee shall indemnify and hold the Released Persons and any party the Licensors 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 Buildings by the Licensee, including any and all costs incurred in remedying such breach.



18. Events of Default - Termination Remedies

(a) Each of the following events shall be deemed to be an Event of Default by the Licensee under this Agreement:

- (i) the Licensee defaulting in the payment of any License Fee, amount, or portion thereof, or other sum of money due to the Licensor and such default continues for more than Five (5) Business Days, after written notification of such default by the Licensor to the Licensee;
- (ii) there is interference with the telecommunications or computer equipment of the Licensor, any tenant, or any other occupant of the Buildings or any other telecommunications or computer devices provided in the Buildings 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 one (1) Business Day of the Licensee's receipt of written notice by the Licensor of such interference;

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;

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;

the ceasing of the Licensee to carry on business in the ordinary course; and

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, (or Two (2) Business Days in the case of a failure to insure) 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 and the Licensor may sue for any other damages to which they may be entitled at law or in equity including fees due after the date of termination.

19. Restoration Obligations

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 Buildings. Any property not so removed within twenty (20) Business Days after the termination 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 25% of the expense), or (ii) at the end of sixty (60) days after the Termination Date, at the option of the Licensor, 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 25% of the cost. If the Licensor elects to retain some or all of the Licensee's Connecting Equipment and In-Building Wire, in accordance with Section 15(c), the Licensee shall execute a bill of sale or other document necessary to effect such transfer of ownership, at no additional cost or consideration from the Licensor to the Licensee, within ten (10) days after receiving such written notice. 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.

20. 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 Buildings; may grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Buildings, may close all or any part of the Buildings 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 Buildings (including areas used or occupied by the Licensee) which serve any part of the Buildings. No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

## 21 Notices

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

## 22. No Implied Waiver

The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenant, or condition for any subsequent breach of the same or any other term, covenant or condition herein contained.

## 23. Subordination

The Licensee accepts this Agreement subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Buildings or the lands upon which the Buildings are located and to any renewals, modifications, consolidation, refinancing, and extensions thereof. This provision is self-operative and no further document shall be required to effect the subordination of this Agreement.

## 24. 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 Buildings, 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.

## 25. Severability

If any part of, or any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement is invalid or unenforceable under applicable law, the part shall be ineffective to the extent of the invalidity only, and the remaining terms and conditions shall be interpreted so as to give the greatest effect possible to them.

## 26. Governing Law

The construction, interpretation and performance of this Agreement shall be in accordance with the laws of the Province in which the Buildings are located and the Federal laws of Canada, applicable therein.



27. Survival of Provisions

Any obligation of the parties relating to monies owed, as well as those provisions relating to limitation on liability, indemnity, and actions, shall survive termination or expiration of this Agreement for the applicable statutory periods regarding limitation of actions or claims.

28. 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 Buildings, Building Communications Spaces, or Equipment Room(s) by virtue of this Agreement or the Licensee's use of the Buildings, Building Communications Spaces or Equipment Room(s). The relationship between the Licensors 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.

29. Successors in Licensors' Interest/Limitation of Liability

- (a) This Agreement shall bind and enure to the benefit of the Licensors and the Licensee and, except as otherwise provided in this Agreement to the contrary, their respective successors and assigns.
- (b) The obligations of the Licensors under this Agreement shall no longer be binding upon the Licensors if the Licensors or Owner(s) sells, assigns or otherwise transfers its interest in the Buildings 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 Licensors' 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 Buildings shall be deemed a transfer within the meaning of this Section 29(b).

30. Specific Licensors' Termination Rights

In addition to the other termination rights provided to it in this Agreement, either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the other party:

- (a) where the Buildings have been destroyed, or damaged to such an extent that it is not feasible to repair them within a period of one hundred and eighty (180) days after the damage;
- (b) where the Exclusive Use Area(s) or the Building Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;

- (c) where the Buildings are expropriated in whole or in part by a lawful authority;
- (d) where the Licensor wishes to redevelop, or otherwise alter the Buildings in such a manner as to, in the Licensor's opinion, make the relocation of any part of the Exclusive Use Area(s) or the Licensee's Equipment not feasible; or
- (e) where the Licensor elects to change the primary use of the Buildings to a use other than that in effect as of the date of this Agreement.

### 31. Application of Funds

No acceptance of part payment of Fees or other amounts owed to the Licensor will be considered as an accord and satisfaction; the Licensor despite any direction or restriction endorsed on any cheque or accompanying any payment, may apply any payment, in whole or in part against any amounts owed to the Licensor, in its sole discretion; and no acceptance of any payment, even if it purports to be for any subsequent period, is to be construed as a waiver by the Licensor of its right of termination for pre-existing defaults. No payment of a disputed amount by the Licensee will prejudice its right where, as in Sections such as 6(d) or 8(k) the Licensee may be entitled to have the dispute arbitrated.

### 32. 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 reasonably requests pertaining to this Agreement or Buildings.

### 33. Unauthorized Continued Use

If the Licensee continues to use any part of a Buildings after the expiry of the Term without the Licensor's prior written consent, then, without limiting the Licensor's other remedies, (including the right to evict the Licensee) the Fees payable in respect of the Building(s) will be double that which applied during the last year of the Term or Renewal Term, as the case may be, subject to pro-rating, however, should the unauthorized use continue for less than the full year.

### 34. Public Announcements - Marketing and Merchandising Within the Buildings

Neither party will issue any press release regarding the subject matter herein contained except with the other party's prior written consent.

The Licensee will not be permitted to conduct any merchandising, marketing, or other activities within the Buildings or to engage in any promotional or similar programs directed



specifically to the tenants and occupants of the Buildings without the Licensor's prior written consent, such consent not to be unreasonably withheld. However, this will not be construed so as to prohibit the Licensee from engaging in direct mail marketing activities to tenants in the Buildings (whether by post or by email).

35. Licensor's Authority - Several Obligations - Non-Recourse

GWL Realty Advisors Inc. represents that it has full authority to execute this Agreement on behalf of 2730979 Canada Inc. The obligations of the Licensor under this Agreement are the obligations of 2730979 Canada Inc. and not GWL Realty Advisors Inc.. The Liability of each of the Owner(s) where there are more than one, is several and not joint, or joint and several and is limited to the interest of the Owner(s) from time to time in the Buildings.

36. 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.

37. Change of Law

This Agreement and the obligation of the parties are subject to all applicable present and future valid laws with respect to the subject matter contained herein, whether Provincial or Federal and to all present and future orders, rules and regulations of duly constituted authorities having jurisdiction including the CRTC. Notwithstanding anything contained in this Agreement in no event shall this Agreement be interpreted as limiting the right of the Licensee or the Licensor, to avail itself of the provisions of the Telecommunications Act.

38. Arbitration Proceedings

Either party may take to arbitration, any issue that is expressly subject to arbitration in accordance with this Agreement, and no other issue, and such party shall provide written notice of such intent to the other party and the arbitration will be conducted in Toronto by a single arbitrator in accordance with the Arbitration Act of Ontario.

39. 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 mean 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 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.


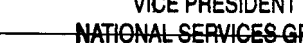
40. Headings

The descriptive headings of the several sections of this Agreement are inserted for convenience and ease of reference only and do not constitute part of this Agreement.

**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:**

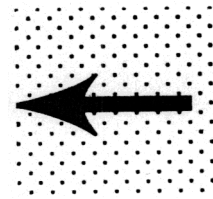
**GWL REALTY ADVISORS INC.**  
as agent for 2730979 Canada Inc.

Per:   
Name: Peter Accardo  
Title: VP, National Services  
**PETER ACCARDO**  
VICE PRESIDENT  
Per:   
Name: **NATIONAL SERVICES GROUP**  
Title:

**LICENSEE:**

**TELUS COMMUNICATIONS INC.**

Per:   
Name: Robert Beatty  
Title: AVP, Building Access  
  
Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF THE BUILDINGS**

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Mississagua, in the Regional Municipality of Peel, and being composed of Part Lots 7 and 8, Range 3, North of Dundas Street, now designated as Parts 1 and 2, according Plan 43R-7128, as registerd in the Registry Office for the Registry Division of Peel (No. 43), at Brampton.

*JSm*

**SCHEDULE "B"**  
**EQUIPMENT ROOM(S) PLAN(S)**

*JR*



**SCHEDULE "E"**  
**DESIGNATED PARTS OF BUILDING**  
**COMMUNICATIONS SPACES**

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be the initials 'JW'.

**SCHEDULE "F"**  
**EXCLUSIVE USE AREA(S) (if any)**

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.

**EXHIBIT "1"**  
**PLANS AND SPECIFICATIONS**

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.