

**PORTFOLIO AGREEMENT PRECEDENT**

**TELECOMMUNICATIONS LICENSE AGREEMENT**

**BETWEEN**

**The Great-West Life Assurance Company  
and  
London Life Insurance Company**  
(Collectively, the "Licensor")

- and -

**TELUS Communications Company**  
(the "Licensee")

**BUILDING:**

**"Gulf Canada Square"**  
401 – 9<sup>th</sup> Avenue SW  
Calgary, Alberta

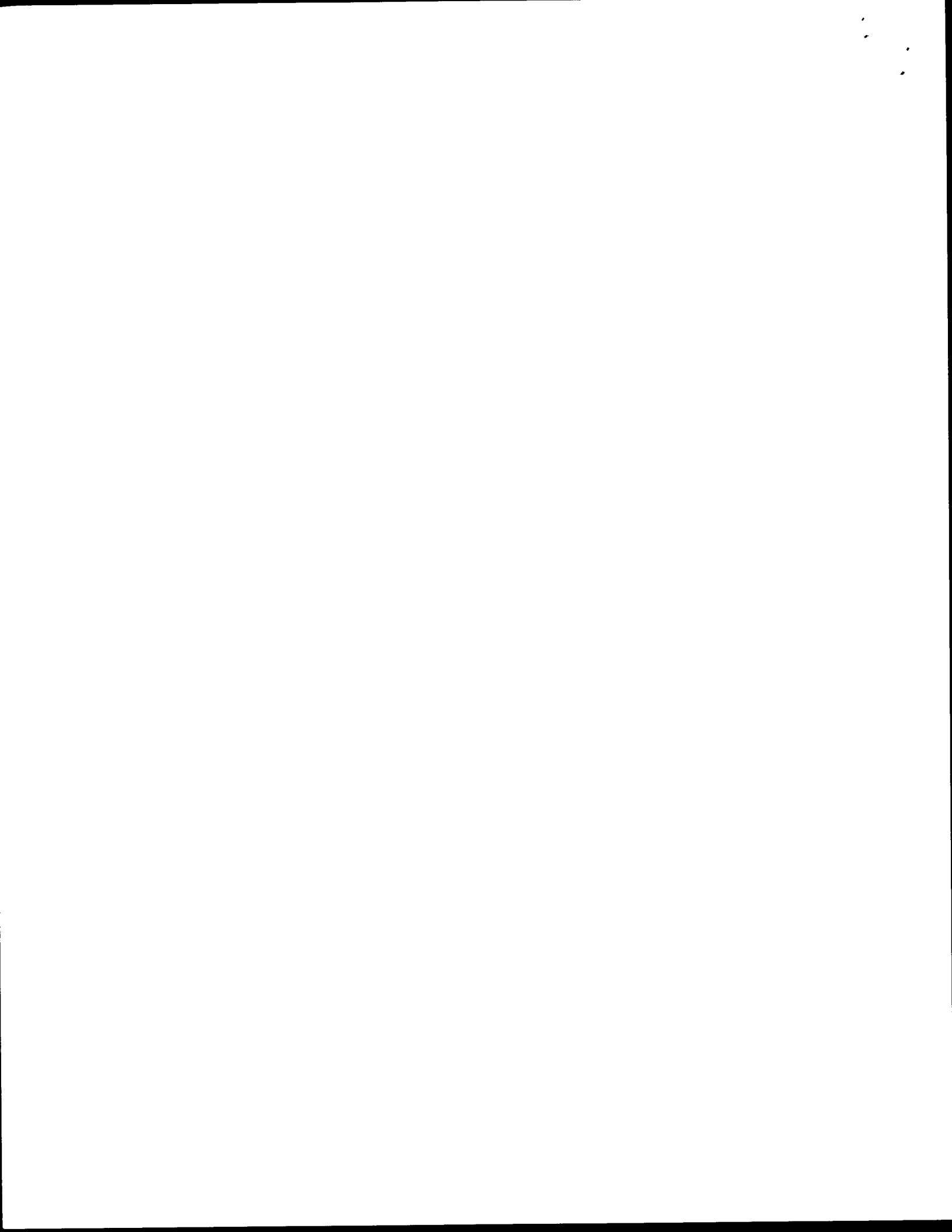
**DATE:**

June 1, 2007



INDEX

<u>Section</u>	<u>Page No.</u>
Information Page.....	IP
1. Definitions.....	1
2. Grant.....	3
3. Fees.....	5
4. Term - Option to Renew.....	5
5. Use.....	5
6. Electric Utilities.....	5
7. Construction.....	6
8. Covenants.....	8
9. Access.....	10
10. Insurance.....	10
11. Release By Licensee.....	11
12. Liens.....	12
13. Consequential Damages.....	12
14. Assumption of Responsibility and Control.....	12
15. Assignment, Sublicensing, Encumbering, Sharing of Space and Equipment by the Licensee.....	12
16. Hazardous Materials.....	13
17. Events of Default - Termination Remedies.....	13
18. Restoration Obligations.....	14
19. Licensor's Alterations.....	15
20. Notices.....	15
21. Licensee's Equipment to Remain Personal Property.....	15
22. License Only.....	15
23. Limitation of Liability.....	16
24. Specific Termination Rights.....	16
25. Estoppel Certificates.....	16
26. Licensor's Authority.....	16
27. Several Obligations - Non-Recourse.....	16
28. Entire Agreement.....	17
29. Licensee's Representation.....	17
30. Force Majeure.....	17
31. Implied Waivers.....	17
32. Severability.....	17
33. Governing Law.....	17
SCHEDULE "A" DEEMED AREA	
SCHEDULE "B" COMMUNICATIONS EQUIPMENT	
SCHEDULE "C" CONNECTING EQUIPMENT	
EXHIBIT "I" RECOVERABLE COSTS	



## INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT made as of the 21st day of September, 2009 between The Great-West Life Assurance Company and London Life Insurance Company, collectively as the Licensor and TELUS Communications Company as the Licensee.

The information is as follows:

Building: The building known as "Gulf Canada Square" having the municipal address of 401 – 9<sup>th</sup> Avenue SW in the City of Calgary, and the Province of Alberta.

Floor Area of Deemed Area: 91 Square Feet.

Commencement Date: the 1st day of June, 2007.

License Fee:

(a) during the period from June 1, 2007 to and including May 31, 2008, the annual sum of three thousand two hundred and sixty-five dollars and eight cents (\$3,265.08) calculated based on the annual rate of thirty five dollars and eighty-eight cents (\$35.88) per square foot of the Floor Area of the Deemed Area: and

(b) during the period from June 1, 2008 to and including May 31, 2009, the annual sum of three thousand three hundred and forty-six dollars and ninety-eight cents (\$3,346.98) calculated based on the annual rate of thirty six dollars and seventy eight cents (\$36.78) per square foot of the Floor Area of the Deemed Area: and

(c) during the period from June 1, 2009 to and including May 31, 2010, the annual sum of three thousand four hundred and thirty dollars and seventy cents (\$3,430.70) calculated based on the annual rate of thirty seven dollars and seventy cents (\$37.70) per square foot of the Floor Area of the Deemed Area: and

(d) during the period from June 1, 2010 to and including May 31, 2011, the annual sum of three thousand five hundred and sixteen dollars and twenty-four cents (\$3,516.24) calculated based on the annual rate of thirty-eight dollars and sixty four cents (\$38.64) per square foot of the Floor Area of the Deemed Area: and

(e) during the period from June 1, 2011 to and including May 31, 2012, the annual sum of three thousand six hundred and three dollars and sixty cents (\$3,603.60) calculated based on the annual rate of thirty-nine dollars and sixty cents (\$39.60) per square foot of the Floor Area of the Deemed Area:

<u>Notices:</u>	Licensor	Licensee
	The Great-West Life Assurance Company and London Life Insurance Company c/o GWL Realty Advisors Inc. 401 – 9 <sup>th</sup> Ave SW, Suite 185 Calgary, AB T2P 3C5 Attention: Property Manager (GCS)	TELUS Communications Company 90 Gough Road Markham, ON L3R 5V5 Attention: Manager , Building Access.
	And a copy to the Licensor  c/o GWL Realty Advisors Inc. 330 University Avenue, Suite 300 Toronto, ON M5G 1R8 Attention: Manager REBS (Gulf Canada Square)	

Prime Rate Reference Bank: The Toronto Dominion Bank.

Renewal Term: One (1) period of Five (5) years.

Term: The period starting on the Commencement Date, and ending on the 31st day of May, 2012.



## TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 21st day of August, 2009

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

**The Great-West Life Assurance Company  
and  
London Life Insurance Company**

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

"**Business Day**": a day that is not Saturday, Sunday, or a statutory holiday of general observance in the Province in which notices are sent or delivered.

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

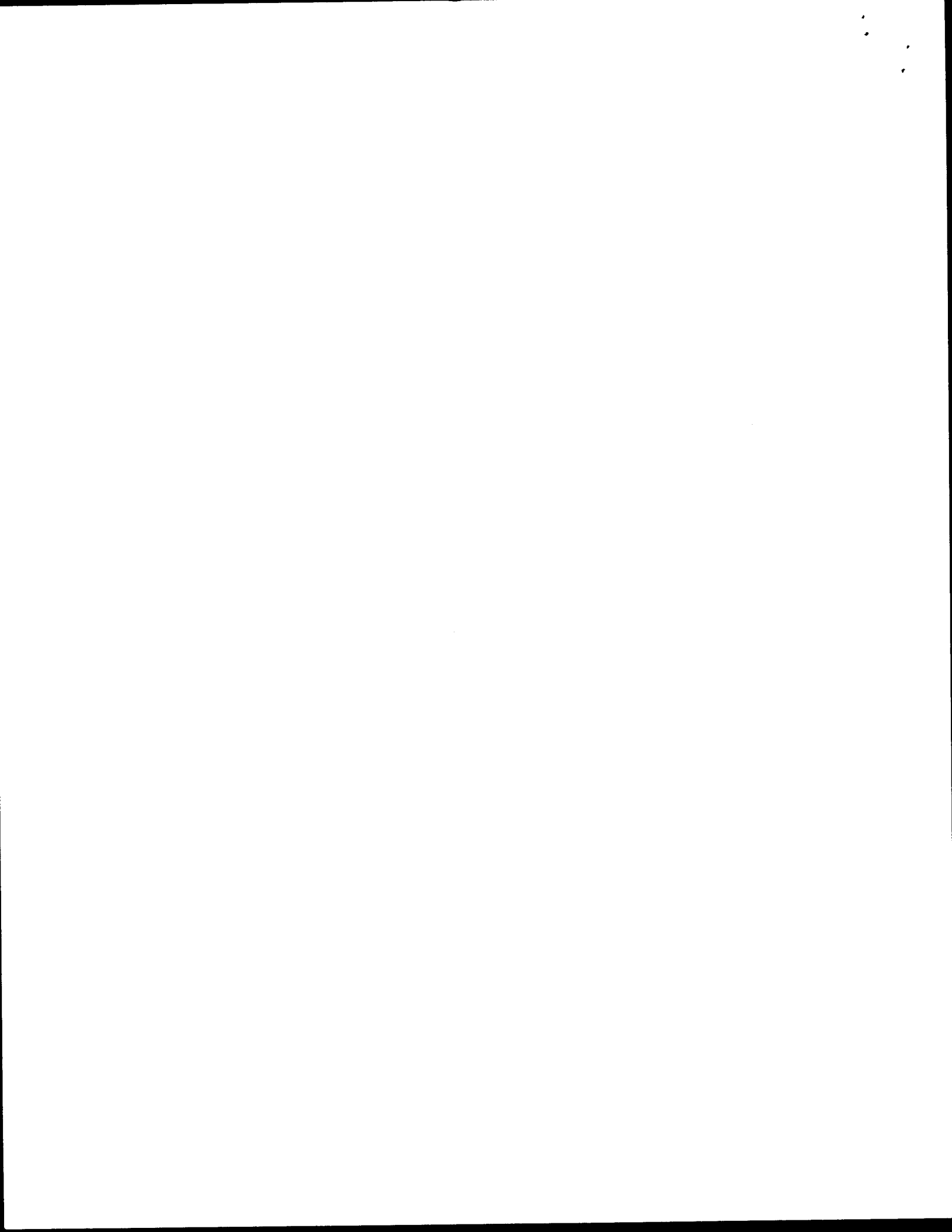
"**Commencement Date**": the date stated as the Commencement Date on the Information Page.

"**Communications Equipment**": cabinets, racks, electronic equipment and other equipment that (i) have been installed by the Licensee or a corporate predecessor of the Licensee, before the date of this Agreement, or (ii) are installed, or are to be installed by the Licensee, in the Deemed Area as described in Schedule "B", and (iii) 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, acting reasonably, 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 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 that (i) have been installed by the Licensee or a corporate predecessor of the Licensee before the date of this Agreement, or (ii) are described in Schedule "C" and are installed, or to be installed by the Licensee, through the Entrance Link, and the Communication Spaces, and (iii) such other connecting equipment as may be installed by the Licensee in the Building 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.

"**Consumer Price Index**": (All Items for Regional Cities, base year 1992=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.

**"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, or any successor body thereto.

**"Deemed Area"**: the area described in Schedule "A", and as may be relocated as provided for in Section 2(e).

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

**"Entrance Link"**: the coresleeve, or other penetration designated by the Licensor, acting reasonably, through the Building's foundation walls or elsewhere containing the Entrance Cable.

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

**"Event of Default"**: defined in Section 17.

**"Existing Equipment"**: that part of the Licensee's Equipment 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 biphenyl's, 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".

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

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

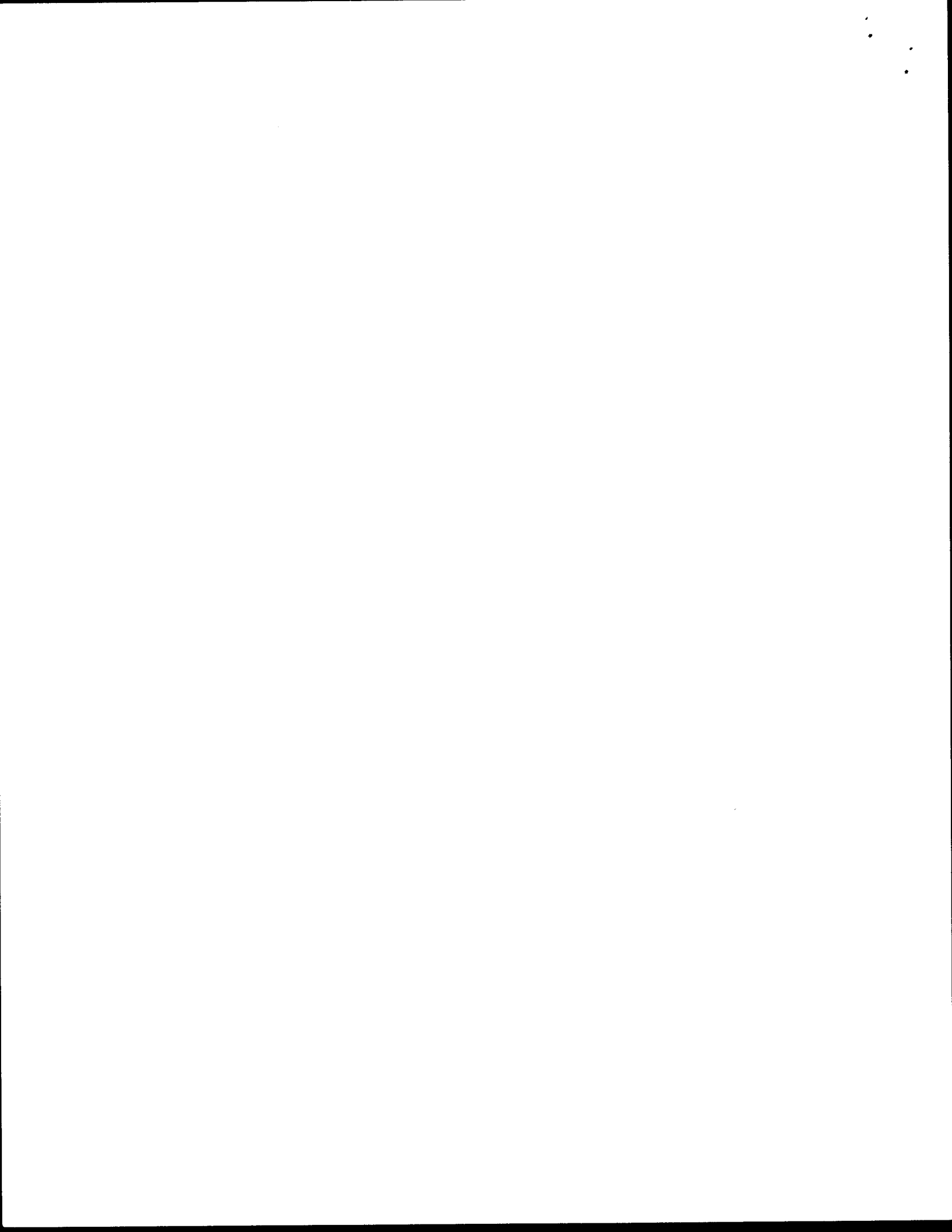
**"LEC"**: a local exchange carrier regulated by the CRTC.

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

**"License Fee"**: the annual sums stated as the License 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.

**"Multi-Dwelling Unit Building"**: as defined by the CRTC in Decision PN2003-45 constituting a building with at least two units and at least one unit occupied by a tenant



**"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 Exhibit "1" 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 Exhibit "1" and provided by the Riser Manager) fees in relation to a Riser Manager.

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

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

**"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 Building.

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

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

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

## 2. GRANT

- (a) the Licensor grants, to the extent that it is able to grant such rights, 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, the Deemed Area and the Equipment Room;
  - (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 Inside Wire,
- (b) The Licensee shall be provided access to the common areas of the Lands (including common areas licensed to third parties on a non-exclusive basis) and Buildings in order to exercise its non-exclusive license, twenty four hours per day, three hundred and sixty five days per year subject to:
  - (i) the Licensor's reasonable security requirements;
  - (ii) reimbursement of the Licensor's reasonable costs incurred for providing access as provided in Section 9(b);
  - (iii) the notice requirement as provided in Section 9(b); and
  - (iv) an event of Force Majeure as provided in Section 30.



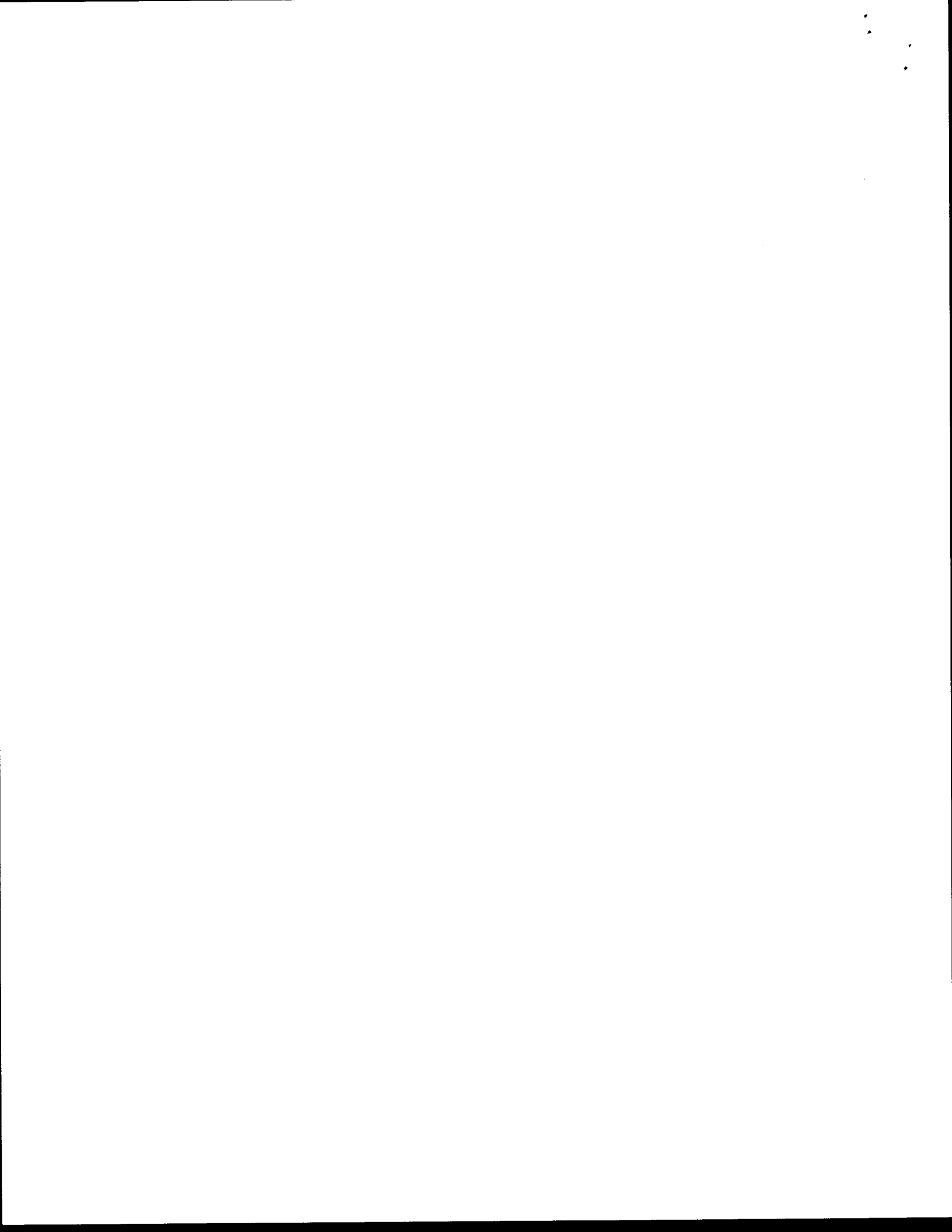
- (c) The Licensee shall use the Equipment Room and Deemed Area for the sole purpose of providing Services to tenants and occupants in the Building. The Licensee is expressly forbidden to serve other properties from the building.

In the event that the Licensor intends to substantially demolish, reconstruct, or redevelop a portion of the Building which effects the Equipment Room and/or the Deemed Area, then the Licensor shall be permitted to require the Licensee to relocate its equipment on not less than one hundred and twenty (120) days notice. Where the Licensee has a need to provide ongoing Services during the reconstruction or redevelopment, at the time of delivering such a notice the Licensor shall designate an alternative location for the Deemed Area (the "Replacement Deemed Area") which area shall in all material respects be similar to the Deemed Area and be appropriate for the Licensee's use.

The costs of such relocation shall be borne by the Licensee in its non-incumbent territory (i.e. where the Licensee operates as a Competitive Local Exchange Carrier, CLEC), as defined by the CRTC, unless the relocation is primarily to accommodate the requirements of another telecommunications service provider in which case the Licensee will not be required to pay any of the relocation costs.

It is further understood that where the Licensee is the Incumbent Local Exchange Carrier (ILEC) meaning that the Licensee once provided monopoly local telephone service prior to the introduction of competition, the Licensee's out of pocket expenses of the relocation shall be shared equally by the Licensor and Licensee unless the relocation is primarily to accommodate another telecommunications service provider in which case none of the cost will be borne by the Licensee. Upon written request from the Licensor the Licensee will provide, within fifteen (15) days, at a minimum two written quotes for the costs of the relocation. Upon the receipt of the two quotes the Licensor reserves the right to cancel the relocation request.

- (d) The Licensor makes no warranty or representation that the Equipment Room, Deemed Area, the Communications Spaces, the In-Building Wire, the Inside Wire, or any part of the Building or the services or equipment therein is or are suitable for the Licensee's use.
- (e) 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.
- (f) The Licensee agrees to take reasonable steps 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, in order 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(c); and
  - (iv) upon request from the Licensor and with reasonable time to respond in the circumstances, providing to the Licensor on a confidential basis its existing available information on its Existing Equipment, e.g. concerning types of wiring, wiring casings, materials used in the Existing Equipment, sizes, capacities and other information, where that other information may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers.
- (g) The relationship between the Licensor and the Licensee is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as



employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

### 3. FEES

- (a) The Licensee agrees to pay the License Fee to the Licensor annually in advance without any set-off, deduction or abatement whatsoever (but subject however to the provisions of Section 18(c) regarding the refund of Licensee Fees or other Fees in the event of termination).
- (b) The Licensee shall also pay to the Licensor any Recoverable Costs plus an administration fee of 15% incurred by it within sixty (60) days after receipt of each itemized invoice, without deduction or set off.
- (c) 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.
- (d) 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.
- (b) Provided that the Licensee:
  - (i) has not been during the Term of this Agreement and is not at the time of giving notice, in material default of any of its obligations under this Agreement (which default remains uncured at the time of the notice); and
  - (ii) 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 to renew,

the Licensee shall be entitled to renew for the Renewal Term(s). Each Renewal Term will be governed by the same terms and conditions set out herein except for: (i) any further right to renew; section 2(f), which shall cease to be in effect at the end of the first term unless continuation is agreed to by both parties, in which case both parties will initial this section, and (ii) the License Fee, which will increase at the start of each Renewal Term by a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date or the start of the previous Renewal Term (if any) as the case may be, to the start of the applicable Renewal Term.

### 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. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Agreement does not provide for the installation or operation of any forms and types of rooftop or building exterior communications equipment or wireless communications equipment.

### 6. ELECTRIC UTILITIES

The Licensor may estimate, acting reasonably the amount of electricity consumed by the Licensee which amount plus an administration fee of fifteen percent (15%) of the amount shall be paid by the Licensee when it is billed. Alternatively, the Licensee may install a meter at its cost and in that case it will pay for its electricity consumption directly to the utility supplier or to the Licensor, based on actual meter readings. The Licensor shall use reasonable commercial efforts to 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 commercial efforts to provide advance notice of such planned utility outages

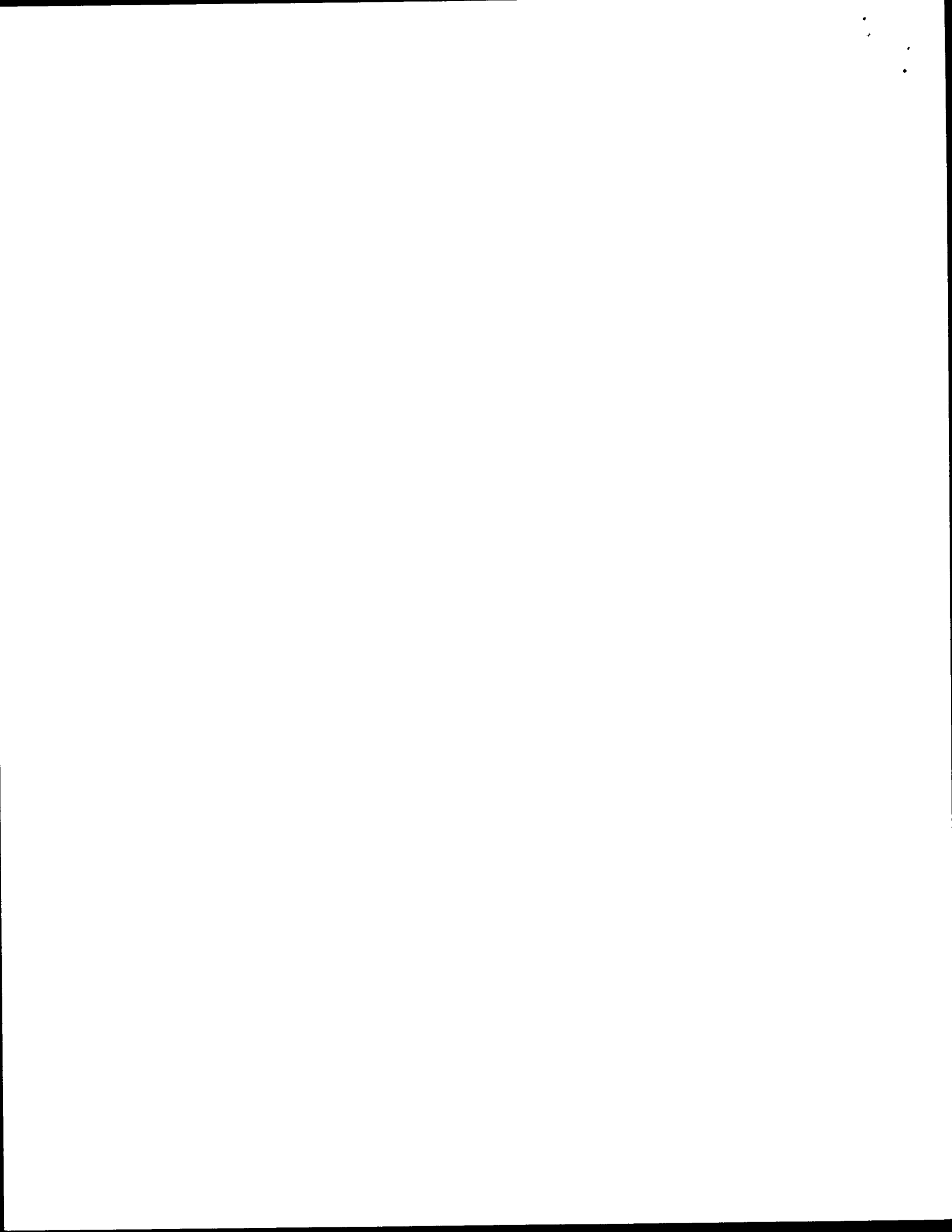




were taken. The Licensor has no obligation to provide emergency or "backup" power to the Licensee. Any provision of emergency or "backup" power shall be the sole responsibility of the Licensee.

## 7. CONSTRUCTION

- (a) Subject to what is stated below, and unless otherwise waived by the Licensor in writing upon written request by the Licensee, 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 (collectively the "Proposed Work"), 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 codes and 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 shall provide, upon written request, the Licensee with written reasons in any case where the Licensor does not approve a request for any Proposed Work. The Licensor's approval of Plans and Specifications is not deemed a representation that the Licensee's Equipment will not cause interference with other systems in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Licensee. 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 in connection with subsequent Proposed Work in the racks installed inside the deemed area, 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, good, and workmanlike 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, codes, rules and regulations; and
  - (iv) using only contractors approved in writing by the Licensor, acting reasonably (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. Where permits are required, the Licensee shall provide the Licensor with copies of all inspection certificates upon construction completion.
- (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, Communication Spaces, 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 prior 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 fifteen (15) Business Days after written request.
- (i) **Sharing of Resources by Licensee and Other Providers**
- (i) In this Section 7(i), "Other Provider" means a TSP other than the Licensee. The Licensee acknowledges and agrees that it is aware that Entrance Conduits may have been installed by the Licensor or by an Other Provider and may already contain Cables and/or equipment belonging to one or more Other Providers. Prior to pulling any Cables through, or installing any Connecting Equipment in, any Entrance Conduit, the Licensee covenants and agrees to (A) act diligently in obtaining available information to determine what Other Providers have Cables or equipment in the Entrance Conduit, and (B) notify the Licensor in writing concerning those Other Providers, and concerning the Licensee's intention to pull Cable through the Entrance Conduit. The Licensor will advise the Licensee in writing of the identity of any Other Providers that have Cables and/or equipment in the Entrance Conduit, of whom the Licensor is aware but the Licensee acknowledges that the Licensor may not have complete information or readily accessible information, and the Licensor will not have any liability for inaccurate or incomplete information. The Licensee will thereafter provide written notice of the Licensee's proposed installation to each such Other Provider, and provide a written copy of each such notice to the Licensor, requesting each such Other Provider to respond, in writing, within ten Business Days of its receipt of the aforesaid notice if the Other Provider has any concern with or objection to the Licensee's proposed installation. The Licensee further covenants and agrees that, if required by Other Provider in accordance with the aforesaid notice, the Licensee will delay pulling its wiring and/or cabling through, or installing any Connecting Equipment in, the Entrance Conduit until a representative of the Other Provider is present.
- (ii) In the event that an Other Provider that has received a notice under (i) above fails to respond to such notice within ten Business Days as therein set out or, if having responded to the foregoing notice, the Other Provider fails to make a representative available during such installation within a reasonable time, then the Licensee may, at its option, proceed with the installation through the Entrance Conduit.
- (iii) If the Licensee receives notice of the intention of an Other Provider to install Cable or equipment in an Entrance Conduit in which the Licensee has installed Cable or equipment, and the Licensee has any concerns with the sharing of the Entrance Conduit in which it has installed Cable it will provide a written explanation of the concerns within ten Business Days, failing which the Licensee will be deemed to have no objections to the sharing of the Entrance Conduit.
- (iv) The Licensee acknowledges that (A) the Licensor will have no obligation or liability regarding Cable and/or equipment installed by the Licensee in any Entrance Conduit; (B) the Licensor may permit Other Providers to share any Entrance Conduit with the Licensee if it gives due consideration to any concerns or objections of the Licensee that are set out in writing within the ten Business Day period referred to above, and it acts reasonably.

