



Arnon Corporation (the "Landlord")

1801 Woodward Drive

Ottawa, ON K2C 0R3

Tel: 613-226-2000

Fax: 613-225-6737

www.arnon.ca

March 4, 2015

VIA EMAIL

Jovica.Stojanovski@telus.com

TELUS Corporation ("TELUS")
25 York Street, Floor 22
Toronto, ON
M5J 2V5

Attention: Jovica Stojanovski
Access Engineering, TELUS

Reference: Fibre Optic Cable Installation
560 Rochester Street, Ottawa, ON

Dear Jovica:

The Landlord presently leases 57,506.19 sq. ft. of rentable area of its building (the "**Building**") located at 560 Rochester Street, Ottawa, Ontario (the "**Lands**") to Public Works & Government Services Canada ("**PWGSC**") pursuant to a lease dated April 12, 2012 (the "**Lease**"). The term of the Lease expires September 30, 2017.

TELUS has requested that the Landlord provide its consent to the installation of fibre optic cable and accessory equipment in the Building and on the Lands as hereinafter set out in order to provide telecommunication services to PWGSC.

The Landlord hereby consents to the installation of the telecommunications equipment (the "**Telus Installations**") described or shown on the plan attached as Schedule "A" (the "**Plan**") in accordance with the Plan.

The Landlord hereby provides its consent subject to the following conditions:

1. TELUS, will install, maintain, operate and remove the TELUS Installations in a good and workmanlike manner and in accordance with sound engineering practices and all applicable laws, regulations, by-laws, building codes and other legal requirements.
2. TELUS will ensure that the Building, the Lands or any part thereof are not damaged during the installation of the TELUS Installations and in the event any such damage occurs then TELUS will immediately repair such damage. If TELUS does not repair such damage then the Landlord may do so at the expense of TELUS and TELUS shall reimburse the Landlord

for the cost of such repair plus 15% of such cost forthwith after receipt of an invoice from the Landlord.

3. TELUS' personnel and contractors shall be entitled to enter the common areas of the Building and access the Lands in order to install, maintain, operate or remove the TELUS Installations only in accordance with the Landlord's rules and regulations, attached as Schedule "B", governing such access and which may be amended or added to by the Landlord and, additionally in respect of the premises leased by PWGSC, with the prior consent and in accordance with the requirements of PWGSC and the Landlord. The Landlord will notify TELUS in writing of any amendment or additions to its rules and regulations governing access, whereupon TELUS will be bound by such amendment or additions.
4. TELUS' right to have the TELUS Installations installed and located in the Building or on the Lands shall terminate on the earliest to occur of:
 - a. the date TELUS no longer provides telecommunication services to PWGSC;
 - b. fourteen (14) business days after the Landlord notifies TELUS that the Building has been damaged and that it is not feasible to repair the damage within ninety (90) days after the occurrence of such damage;
 - c. the date any significant portion of the Building or the Lands is expropriated;
 - d. fourteen (14) days after the Landlord has notified TELUS that it is in breach of any of its obligations hereunder if TELUS has failed to remedy such breach within that notification period or has failed to diligently proceed to remedy that breach provided such breach cannot be remedied within that notification period;
 - e. the date TELUS requests that the rights granted hereunder be terminated; and
 - f. the 30th day of September, 2017.
5. TELUS shall remove the TELUS Installations and repair any damage caused to the Building or the Lands by the installation, maintenance, operation or removal of the TELUS Installations by the termination date of TELUS' right to have the TELUS Installations located in the Building or on the Lands as set out in Section 4.
6. If TELUS fails to remove the TELUS Installations and repair and restore the Building or the Lands when required by the Landlord as hereinbefore described and fails to repair and restore the site where the removal

occurred in the Building or on the Lands to an equal or better condition than that prior to the removal, then the Landlord may do so and TELUS shall reimburse the Landlord for the cost of such removal, repair and restoration plus fifteen percent (15%) of such cost forthwith after receipt of an invoice from the Landlord therefor.

7. Neither party shall have any claim against the other after the later to occur of (i) the termination date of TELUS' right to have the TELUS Installations located in the Building or on the Lands as set out in Section 4 above and (ii) the date TELUS or the Landlord, on behalf of and at the expense of TELUS, removes the TELUS Installations and repairs any damage caused to the Building or Lands by the installation, maintenance, operation or removal of the TELUS Installations, except for claims or obligations that may have arisen or accrued prior to the later of the aforementioned dates, which claims or obligations shall survive such date.
8. The Landlord may require TELUS to relocate any or all of the TELUS Installations to an alternate site in the Building or on the Lands upon thirty (30) days' prior written notice and TELUS shall so relocate the TELUS Installations at its own cost, provided if the Landlord requires the relocation to occur within one (1) year from the date of this letter, it shall contribute up to \$2,500.00 towards TELUS' cost of relocation.
9. TELUS agrees to indemnify and hold the Landlord harmless from and against any and all costs, liabilities, losses and expenses arising out of the installation, operation, maintenance or removal of the TELUS Installations and from any claims, suits, actions, or proceedings brought against the Landlord for any personal injury, death or property damage caused or contributed by TELUS, its personnel or contractors or any other person for whom it is in law responsible, except to the extent that any such cost, liability, loss, claim, suit, action, or expense is due to the negligence or willful misconduct of the Landlord or those for whom it is in law responsible.

TELUS shall insure against such risks by maintaining in force a comprehensive general liability insurance policy in a minimum amount of \$2,000,000.00 per occurrence which insurance shall name the Landlord as an additional insured and TELUS shall provide the Landlord with evidence of such insurance.

10. The Landlord shall not be liable for or responsible in any way to TELUS, and TELUS hereby releases the Landlord, in respect of any injury arising from or out of any occurrence attributable to the installation, operation or maintenance of the TELUS Installations in or relating to the Building or

the Lands or any loss or damage (including loss of use) to the TELUS Installations or any other property of TELUS from any cause whatsoever except to the extent there is negligence or willful misconduct on the part of the Landlord but in no event and notwithstanding anything to the contrary herein contained shall the Landlord be responsible for indirect or consequential damages, even if it or anyone for whom it is responsible in law has acted with negligence, gross negligence, or with willful misconduct.

If you agree with the above terms and conditions, please sign the enclosed copy of this letter and return it to us by the 10th of March, 2015. If you do not return this letter by that date then the terms of this letter will no longer be available for acceptance. Please note both parties shall hereby agree that signatures transmitted by email shall be deemed to have the same validity as original signatures.

Yours very truly,
Arnon Corporation



Gilad A. Vered, M.A., LL.B

/lq
encl.

We hereby confirm our acceptance of the term and conditions set out in this letter
this 4th day of March 2015

TELUS Corporation

Per:



Name:

Richard Johnson,
Manager, Building Access

SCHEDULE "B" – RULES AND REGULATIONS

1. Security

Twenty-four (24) hours' advance notice is required for access to the Building or the Lands. All personnel accessing the Building or Lands require uniform identification.

Access to the hydro vault requires permission from Hydro Ottawa Limited and must be in accordance with Hydro Ottawa Limited's requirements.

The Landlord may from time to time adopt other appropriate systems or procedures for the security of the Building and these shall be complied with.

All TELUS personnel, all contractors and all the contractors' employees, subcontractors, and anyone else for whom the contractors are responsible in law that require access to the Building or the Lands must meet the security requirements of PWGSC.

2. Installations, Repairs, Maintenance, Removals

All installations, repairs, maintenance and removals shall be carried out during times acceptable to the Landlord, in a clean and tidy manner, and in a manner which will not interfere with the enjoyment of the Building or the Lands by any tenant or occupant.

3. Water Fixtures

Water fixtures shall not be used.

4. Deliveries

Delivery of materials or goods of whatsoever nature and all loading, unloading, and handling thereof shall be done only at such times and by such means acceptable to the Landlord and then only in such areas and through such elevators, entrances and corridors as are designated by the Landlord.

The Landlord accepts no liability and is hereby relieved and released in respect of the operation of delivery facilities for the Building or the adequacy thereof.

5. Obstructions

Obstructions or materials of any kind shall not be placed on the sidewalks or driveways outside the Building or in the lobbies, corridors, stairwells or other common areas of the Building.

6. Proper Conduct

All contractors and their employees, subcontractors, and anyone else for whom they are responsible in law shall conduct themselves in a manner which is consistent with the character of the Building as a first-class building and which does not impair the comfort and convenience of any tenant or occupant.

7. Smoking / Loitering

No smoking or loitering is permitted on or about the Building or the Lands.