

# Telecommunications Building Access Agreement

For

317 – 325 Adelaide Street West, Toronto, Ontario

Between

Max Glicksman, Greta Glicksman, Morris Glick, Ada Glick under the name and style of Capitol Buildings (herein referred to as the "Landlord")

And

Telus Communications Inc. (herein referred to as the "Tenant")

## TERMINATION UPON NOTICE

(1) If the Landlord desires at any time to remodel or demolish the Premises or any part thereof, to an extent that renders continued possession by the Tenant impracticable, the Tenant shall, upon receiving ninety (90) clear days' written notice from the Landlord:

- (a) surrender this Lease, including any unexpired remainder of the Term; and
- (b) vacate the Premises and give the Landlord possession.

(2) If the Premises are subject to an Agreement of Purchase and Sale or if the Premises are expropriated or condemned by any competent authority:

- (a) the Landlord shall have the right to terminate this Lease by giving ninety (90) clear days' notice in writing to the Tenant; or
- (b) the Landlord may require the Tenant to vacate the Premises within thirty (30) days from payment by the Landlord to the Tenant of a bonus equal to three months' rent.
  - (i) but payment of the said bonus shall be accompanied or preceded by written notice from the Landlord to the Tenant advising of the Landlord's intent to exercise this option.



**I. PRINCIPAL TERMS:**

- (a) **Premises:** 317-325 Adelaide Street West  
Toronto, Ontario
- (b) **Rent:** \$3,500.00 (Three Thousand Five Hundred Dollars) per year, plus G.S.T. payable in advance.
- (c) **Landlord's G.S.T. No.:** 127629780RT0001
- (d) **Term:** five (5) years

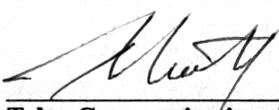
- (e) **Commencement Date:** the earlier of July 01, 2001 or on the first day of the month following the date of customer activation.
- (f) **Extensions:** Three (3) times Three (3) years upon 180 days' notice from Tenant prior to end of term
- (g) **Property's Legal Description:** Schedule 'A'
- (h) **Premises:** Schedule 'B'
- (i) **Use:** Telecommunications Systems
- (j) **Access:** 24 hours a day, seven days a week.

**II. TERMS AND CONDITIONS:**

- (a) Before the Commencement Date, Tenant may carry out all necessary tests to the premises to satisfy itself that it may use the premises for its intended purpose and shall repair any damage to the premises caused by Tenant
- (b) Before installing any equipment, Tenant shall submit detailed plans of location and installation of the equipment within the premises for approval by the Landlord. Approval shall not be unreasonably withheld and upon the plans being approved the plans shall form part of this agreement.
- (c) All initial and future equipment, which shall remain the property of Tenant, will be installed, operated, maintained and relocated in a good and worker like manner in accordance with sound engineering practices and all applicable legislation. Tenant shall obtain and maintain all licenses required by law to operate the equipment. Tenant shall remove all equipment and wiring upon termination of this agreement. Tenant shall restore the premises to its original condition, reasonable wear and tear excepted.
- (d) Tenant shall indemnify Landlord for any personal injury or property damage caused by Tenant, its employees or agents and Tenant will insure against such risks and add Landlord to Tenant's policy as an additional insured.
- (e) Provided Tenant pays the rent and performs its obligations under this agreement, Tenant shall have exclusive use of the leased premises and non-exclusive use of the roof without interference and non-exclusive use of the buildings risers and utility closets and rooms for Telecommunications Systems only. The use of the risers is subject to the Landlord's approval, acting reasonably, and the Tenant acknowledges that the Landlord may require risers for future use. In any event, this agreement shall be conditional upon the Tenant being provided with reasonable access to the property, the building and its risers in order to meet its clients reasonable business needs, otherwise this agreement shall be subject to renegotiation, all parties concerned acting reasonably.
- (f) Tenant will comply with all applicable environmental laws and indemnify Landlord for any breach thereof. Landlord will be responsible for any other environmental contamination affecting the premises and indemnifies Tenant in connection therewith. Landlord represents there is no existing environmental contamination.

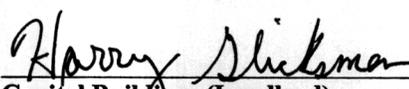
- (g) Landlord shall be entitled to terminate this Agreement for any breach of this agreement by Tenant upon provision of 30 days' written notice to Tenant, unless such breach is incapable of remedy within such period or Tenant has diligently commenced to remedy such breach within 30 days' notice from Landlord. Rent will be adjusted to the date of termination.
- (h) Extensions shall be on the same terms and conditions as contained herein except for rent, which shall be agreed upon by the parties based on market rates, or failing such agreement, by arbitration governed by provincial arbitration legislation
- (i) Tenant may connect its equipment to all utilities including telephone, fibre and hydro having first obtained permission from the person entitled to give permission and where applicable, to connect to Landlord's electrical grounding system, interior wiring, cabling and the equipment of other tenants of the building. Tenant shall be responsible for payment of its own power consumption on the premises. Provided the Tenant has not already installed separate utility meters, the Tenant will pay the Landlord on the Commencement Date the sum of \$ 500.00 plus GST which monies shall be applied directly and exclusively to the Tenant's utility costs and shall be subject to escalation as determined by Landlord acting reasonably. To further clarify, the Tenant, at its sole discretion and cost, shall also have the right to install separate utility meter(s) and thereby pay for all its utility costs directly to the utility provider, thereby bypassing the Landlord for the said payment.
- (j) Landlord may assign this agreement at any time. Tenant may assign or sublet to its affiliates, associates or lenders or a purchaser of all or a part of its network assets. All other assignments or sublets shall require Landlord's consent acting reasonably.
- (k) A notice of this agreement, caveat or short form thereof may be registered on the title to the property at Tenant's expense and the benefits and obligations shall ensure to the benefit of and bind Landlord and Tenant and their respective successors and assigns.
- (l) This agreement is the entire agreement between the parties and supersedes any other agreements, promises or understanding made before the execution of this agreement. This agreement shall be subject to the laws of the province in which the property is located and if any provision of this agreement is found to be invalid, it may be severed without affecting the validity of the balance of the agreement.
- (m) Each party will be excused for delay in performance of their obligations hereunder if they are prevented from timely performance due to circumstances or events beyond their reasonable control.
- (n) Notices to be given under this agreement shall be in writing and may be delivered by mail (deemed received on 3rd business day after posting) or by facsimile transmission (deemed delivered on the date transmitted) to the addresses and facsimile numbers listed below).
- (o) If no additional extensions terms are negotiated at the end of the period, Landlord agrees to allow Tenant to remain in possession at the rent last paid for a further one (1) month period to allow Tenant to remove its equipment. The Tenant shall notify the Landlord of the Tenant's intention to renew this Lease for the extension period, not less than 180 days prior to the expiry of the Term.
- (p) Landlord warrants that the rights granted herein do not conflict with any rights previously granted by Landlord to others.
- (q) One Dollar (\$1.00) is deemed to be exchanged between the Landlord and Tenant as a condition of this Agreement.
- (r) This Agreement is open for acceptance until 5:00 PM May 4th, 2001 after which time, if not accepted by the Landlord and Tenant, shall become null and void.

Dated at Toronto on the 26 of April, 2001:



Telus Communications Inc. (Tenant)  
Signing Officer

Dated at Toronto on the 27th of April, 2001:



Capitol Buildings (Landlord)  
Signing Officer

Schedule "A" 317 - 325 Adelaide St. West Access Agreement

SCHEDULE "A"

Attached to and forming part of the within Assignment of Leases between MAX GLICKSMAN, GRETA GLICKSMAN, MORRIS GLICK and ADA GLICK and THE DOMINION LIFE ASSURANCE COMPANY

ALL AND SINGULAR that certain parcel and tract of land and premises situate lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto (formerly the County of York), Province of Ontario and being composed of a part of Town Lot 12 on the south side of Adelaide Street, West, (formerly called Newgate Street) and of Lot Number 24 and a part of Lot Number 23, according to a plan filed as Number 84 in the Registry Office for the County of York, and now in the Registry Office for the Registry Division of Toronto and which said parcel is more particularly described as follows:

COMMENCING at the Northwesterly angle of said Town Lot 12, being the intersection of the Southerly limit of said Adelaide Street West with the Easterly Limit of Peter Street;

THENCE Southerly along the said limit of Peter Street, ninety-nine feet (99 feet);

THENCE Easterly one hundred and thirty-seven feet and six inches (137 feet 6 inches) more or less to a point in the Westerly limit of the lane in rear of the said lots distant ninety-eight feet nine and one-quarter inches (98 feet 9 1/4 inches) to the Southerly limit of Adelaide Street West aforesaid;

THENCE Westerly along the last mentioned limit one hundred and thirty-seven feet and six inches (137 feet 6 inches) more or less to the point of commencement.

TOGETHER WITH a right-of-way at all times for all purposes over a lane in the rear thereof fifteen feet (15 feet) more or less in width running from the South limit of Adelaide Street, South.

Thence northerly along the said limit of lane ninety-eight feet nine and one-quarter inches (98' 9 1/4") to the Southerly limit of Adelaide Street west aforesaid,

M.A.S.

*Copy to Max Glicksmann  
Greta Glicksmann  
Morris Glick  
Ada Glick*

## Schedule "B"

### Leased Premises:

The exact location of the leased premises will be mutually agreed upon between the Landlord and Tenant, both parties acting reasonably.

For further clarity, this agreement includes the Tenant's exclusive use of a 100 square foot demised premises to act as the Tenant's P.O.P. ( point of presence) Room for the building. Prior to occupancy, a space plan indicating the location of the P.O.P. room will be signed by both parties and shall form a part of this agreement.