

**TELECOMMUNICATIONS LICENSE AGREEMENT  
INFORMATION PAGE**

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT dated the 1<sup>st</sup> day of October 1, 2010 between **Oxford Properties Group Inc.**, as the Licensor and **TELUS Communications Company** as the Licensee.

Building: Citigroup Place – 123 Front Street West in the City of Toronto, and the Province of Ontario.

Floor Area of Deemed Area: 30 square feet. The exact measurement of the Deemed Area may be verified by an architect or surveyor employed by the Licensor for that purpose and upon verification, an adjustment of the License Fee and the floor area will be made retroactively to the Commencement Date.

Commencement Date: the 1<sup>st</sup> day of October, 2010

Term: 5 years

License Fee: \$649.80 annually in advance due on the Commencement Date and each anniversary thereafter.

Electricity Consumption Fee: \$0 annually in advance due on the Commencement Date and each anniversary thereafter.

Renewal Term: two (2) period(s) of five (5) years.

Notices: **Licensor**

Citigroup Place  
c/o Oxford Properties Group Inc.  
Royal Bank Plaza – North Tower  
200 Bay Street, Suite 900  
Toronto, ON M5J 2J2  
Attn: Vice President, National Programs

**Licensee**

TELUS Communications Company  
25 York Street  
22<sup>nd</sup> Floor  
Toronto, ON M5J 2V5

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SCHEDULE "A" DEEMED AREA  
SCHEDULE "B" CO-LOCATION  
SCHEDULE "C" CONNECTING EQUIPMENT  
SCHEDULE "D" RECOVERABLE COSTS

**NOTE: See Oxford Master Agreement, 2007 for terms and conditions.**

**All other terms remain the same save for the following...**

**“Electrical Consumption Fee”** means a fee equal to the total cost of all electricity consumed in connection with the installation, operation and maintenance of the Licensee’s Equipment. Licensee will provide Licensor with an electrical load calculation for Licensee’s Equipment, prior to installation, to determine the total cost of all electricity consumed in connection with the installation, operation and maintenance of the Licensee’s Equipment. The electrical load calculation shall be supplied and stamped by an engineer. If the electrical load calculation indicates that Licensee’s Equipment does not consume hydro and this is confirmed by Licensor’s consultant, the electrical consumption fee will be waived. Licensor has the right to audit Licensee’s Equipment at any time at the Licensee’s expense to ensure that the Licensee’s Equipment is not consuming hydro. If the electrical load calculation indicates that Licensee’s Equipment is consuming hydro a flat rate of \$0 per annum for the will be paid by Licensee to Licensor to cover the total cost of all electricity consumed plus an administration fee of fifteen percent (15%) of the amount shall be paid by Licensee when it is billed. This rate is subject to adjustment by Licensor on an annual basis. If the

electrical load calculation indicates that the equipment’s hydro consumption exceeds the flat rate then a sub meter will be installed at Licensee’s expense.

## **6. ELECTRIC UTILITIES**

Licensee shall be responsible for contracting with and procuring all electrical services, if any, which are necessary for the Licensee’s Equipment. Licensee shall pay for all costs of meters, sub meters, wiring, risers, transformers, electrical panels, lighting, air conditioning and other items, if any, required by Licensor which in Licensor's sole judgement, are necessary to accommodate Licensee's design loads and capacities, including, without limitation, the installation, operation and maintenance thereof. Notwithstanding the foregoing, Licensor may withhold consent for Licensee's installation of any wiring, risers, transformers, electrical panels, lighting, air conditioning systems, or other Antenna Equipment if, in Licensor's sole judgement, the same are not necessary or would cause damage or injury to the Building or cause or create a dangerous or hazardous condition or entail excessive or unreasonable alterations or repairs to the Building, or would interfere with or create or constitute a disturbance to other Licensees or occupants of the Building. In no event shall Licensor incur any liability for Licensor's refusal or withholding of consent for Licensee's installation or modification of, any such electrical facility or Licensee’s Equipment.

Licensor shall notify Licensee in advance of any planned utility outages that may interfere with 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.

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