

July 16, 2015

TELUS Communications Company
25 York Street Floor 22
Toronto, Ontario M5J 2V5

Re: Permission for Building Access at 180 Kent Street

Minto (Kent St.) Inc. (the "Owner") of the premises at 180 Kent Street, Ottawa, Ontario (the "Building"), grants permission to TELUS Communications Company ("TELUS") and its authorized contractors and agents to install and maintain optical fibres within the Building, subject to the following conditions:

1. TELUS may install fibre optic cables in the Building only in the event that Minto (Kent St.) Inc. and/or Minto Properties Inc. ~~(collectively the "Owner")~~ has executed an agreement (a "License Agreement") with a tenant of the Building granting to the tenant the right to install telecommunications equipment and related apparatus and infrastructure connecting to the fibre optic cables to be installed by TELUS.
2. If, at any time, there is no Licence Agreement in effect between the Owner and a tenant of the Building and the use of the fibre optic cables installed by TELUS in the Building therefore ceases and there are no pending proposals for service approved by the Owner, the Owner may revoke the permission granted to TELUS under this agreement and terminate this agreement upon sixty (60) days' prior written notice to TELUS.
3. TELUS fibre optic cables will be terminated within the Building at a mutually agreed upon location in or near the main electrical room.
4. TELUS will ensure that its optical fibre installation is neat and is maintained in a manner mutually agreed upon between the Owner and TELUS.
5. Access to the fibre optic cables will be permitted by the Owner to TELUS in the same manner as access is granted to Ottawa Hydro to electrical installations, subject to and in accordance with the Owner's reasonable rules and regulations governing access.
6. All equipment and fibre optic cables installed by TELUS remain the property of TELUS. TELUS shall install, maintain, operate and remove the fibre optics cable in a good and workmanlike manner and in accordance with sound engineering practices and all applicable building codes and other legal requirements. TELUS shall provide the Owner with "as built" drawings upon completion of the installation. TELUS shall repair any damage caused to the Building as a result of any such installation, maintenance, operation or removal. The provisions of this section shall survive the expiry or earlier termination of this agreement.
7. Upon the expiry or earlier termination of this agreement, TELUS shall remove the fibre optic cables installed by it to the extent the Owner reasonably requires them to be removed and shall repair all damage caused by the installation and removal of those optical fibres, all at TELUS

expense. The provisions of this section shall survive the expiry or earlier termination of this agreement.

8. The Owner grants TELUS and its authorized contractors and agents access to the Building seven (7) days per week, twenty-four (24) hours per day for any and all emergencies, subject to and in accordance with the Owner's reasonable rules and regulations governing access. TELUS shall provide a list of authorized contractors and agents to the Owner from time to time. The Owner shall not be obligated to grant access to any person other than an employee of TELUS having appropriate identification or an authorized contractor or agent of TELUS with appropriate identification identifying the contractor or agent as being an authorized contractor or agent of TELUS or a person on the then current list of authorized contractors or agents of TELUS.
9. The new fiber optic cable is to provide data services to tenants in the Building and for no other purpose and no other user.
10. Scope of Work: TELUS covenants and agrees to perform the following work and as indicated on Schedule A attached (the "Work") at its sole risk and expense and shall ensure all permits, easements, or other legislative requirements are satisfied by all governing authorities:
 - 1) Bore (trench where required) 4m and place new 100mm HDPE conduit and pull 4m of new 48 FOC through conduit
 - 2) Install 8m of new 1 ½" EMT conduit to wall and ceiling and pull 8m of new 48 FOC through conduit
 - 3) Install 40m of new 1 ½" EMT conduit to ceiling and pull 40m of new 48 FOC through conduit
 - 4) Install 5m of new 1 ½" EMT conduit to ceiling and pull 5m of new 48 FOC through conduit
 - 5) Install 4m of new 1 ½" EMT conduit to wall of storage room G180 and pull 4m of new 48 FOC through conduit
 - 6) Clip 3m of new 48 FOC to wall on existing backboard
 - 7) Remove and replace sidewalk bay(s)
 - 8) Core drill exterior wall
 - 9) Install new 12" x 12" x 6" pull box
 - 10) Core drill interior wall
 - 11) Core drill floor slab
 - 12) Install new wall mount patch panel on existing backboard
 - 13) Install new coil as indicated at top of backboard
 - 14) Install sheath bond and dew #6 ground wire to main building ground

(b) Restore all areas affected to original condition and ensure every effort is taken to minimize any inconvenience to the tenants and customers of the Building while ensuring a safe work environment.

(c) All Work conducted by TELUS shall be at its sole risk and expense and any interference with or interruptions to any services whatsoever to the Building, the Owner, its tenants or occupants (collectively, the "Building Services") shall be at the sole risk of TELUS. The Owner makes no representation or warranty whatsoever to TELUS about the location of any

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Building Services, including, without limitation, any Building Services which may be affected by the Work, and TELUS shall be solely responsible for undertaking any due diligence investigations required to ensure that the performance of the Work does not interfere with or interrupt any Building Services. The provisions of this subsection shall survive the expiry or earlier termination of this agreement.

11. TELUS shall indemnify the Owner from any claims, liabilities, losses or damages relating to or arising out of the performance of this agreement, including, without limitation, the Work and the installation, maintenance, operation and removal of the fibre optic cable unless resulting from the gross negligence of the Owner (provided that nothing derogates from or otherwise limits the provision of paragraph 10 (c)). The provisions of this section shall survive the expiry or earlier termination of this agreement.
12. TELUS agrees to maintain a general liability insurance policy, with a minimum limit of \$10,000,000.00 inclusive of bodily injury and property damage for any one occurrence, and will provide the Owner with proof of insurance upon request. The Owner shall be named as an additional insured in such policy.
13. All construction will remain within the boundaries of the area noted on Schedule "A". All work will be done into the customer owned conduit on the Owner's property as per the drawing attached. The new fibre optic cables will enter the Building by way of the existing conduit entering the hydro room. The work of TELUS ends at the patch panel. The internal wiring to be run from the panel to the tenant's premises will be done by the Owner, at the expense of the Tenant.
14. TELUS covenants and agrees with the Owner as follows:
To pay the Owner as License Fee ("Licensee Fee"): the annual sum of One Thousand, Two Hundred Dollars and Zero Cents (\$1,200.00) exclusive of applicable taxes such Licensee Fee payable to the Owner annually in advance on the first day of each year throughout the Term, together with all out of pocket expenses incurred by the Owner from time to time in connection with this agreement including, without limitation, costs related to third party consultants, and payable by the Licensee within thirty (30) days of receipt of the Owner's invoice and any additional fees in order to review and or approve additional documentation related and or specific to this license, exclusive of applicable taxes payable in the commencement date of this agreement on each anniversary thereof.
15. The term of this Agreement shall commence August 1, 2015 and shall expire on July 31, 2020 subject to early termination as otherwise provided in this Agreement. Notwithstanding the forgoing, this Agreement may be terminated earlier by either party upon sixty (60) days written notice to the other at the following notice addresses:

Owner: Minto (Kent St.) Inc.
c/o 200-180 Kent Street
Ottawa, Ontario K1P 0B5
Attention: Vice-President, Asset Management

TELUS: Manager, Building Access

TELUS Communications Company
22nd Floor, 25 York Street
Toronto ON M5J 2V5

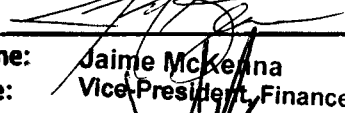
and shall be effective on the day of delivery of such notice. Any such notice shall be delivered by courier or in person.

This agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

Please evidence your agreement to the terms set forth in this letter by executing the enclosed duplicate copy of it in the space provided below and returning it to our office.

Yours very truly,

MINTO (KENT ST.) INC.

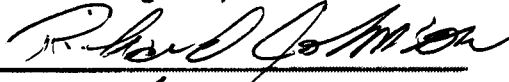
Per: 
Name: Jaime McKenna
Title: Vice-President, Finance

Per: 
Name: Glen MacMullin
Title: Senior Vice President

We have authority to bind the corporation.

Acknowledged and agreed
this 23rd day of July, 2015.

TELUS Communications Company
By its authorized signatory

Per: 
Name: Richard Johnson
Title: Manager, Business Access

Per: _____
Name: _____
Title: _____

