

Point of Presence (P.O.P.) Room Lease & Riser Access Agreement

THIS INDENTURE made as of the 24 August, 2015

B E T W E E N:

OLD OAK PROPERTIES INC.
(herein called the "Landlord")

OF THE FIRST PART

AND:

TELUS COMMUNICATIONS COMPANY
(herein called the "Tenant")

OF THE SECOND PART

PREMISES ADDRESS: 140 FULLARTON STREET, and Vertical Riser
148 FULLARTON STREET, and Vertical Riser
465 RICHMOND STREET, and Vertical Riser

The 3 Risers accessed by this Agreement are used and shared in common with the Landlord, its tenants and other telecommunications providers. Access to the various riser closets throughout the buildings is controlled by the Landlord who will not unreasonably impede or prevent the Tenant's access to them. See Schedule "A" and "B". In Addition to access to the Risers, the Tenant may install is cable, fibre and related pull box equipment in the Talbot Centre Underground parking facility where shown on the attached drawings.

TENANT: TELUS Communications Company

RENTABLE AREA: 100 square feet

TERM OF LEASE: From 01 October, 2015 to 30 September, 2020

RENTAL RATE: \$45.00 per square foot per annum gross, payable in advance annually in one installment.

DEPOSIT: Landlord acknowledges receipt of a deposit of \$4500.00 to be held by it as security for the Tenants performance under this agreement. It shall be returned upon expiration of the Lease, subject to rent reconciliation and satisfactory restoration of the Premises and the Risers.

OPTION TO EXTEND TERM: It is understood and agreed that if the Tenant has duly paid the Rent hereunder and shall have duly observed and performed all of the covenants and conditions hereunder on the part of the Tenant to be observed and performed, the Tenant shall have the option to extend the Term of this Lease for a period of five (5) years, such extended term thereby created to begin upon the expiration of the Term and all the terms, covenants and provisions of this Lease shall apply to such extension with the exception, however, that the Tenant shall not have any further option to renew this Lease or to extend the Term and with the exception of Rent. Tenant will execute, at Landlord's option, either a Lease amending Agreement or the Landlord's then current standard for of Lease which will replace the existing document.

If the Tenant elects to exercise the aforesaid option to extend the Term, it shall do so by giving the Landlord irrevocable notice in writing of its election not later than twelve (12) months but not more than eighteen (18) months before the expiration of the Term.

The Rent for the extended term (being the sixth to 10th years of the Term) shall be the greater of:

- (1) the Rent payable with respect to the fifth year of the Term (without regard to any abatement pursuant to the provisions of this Lease); or

Landlord Initial  _____

Tenant Initial  _____

- (2) the then current market rental as at a date being six (6) months prior to the expiration of the fifth year of the Term as established by the Landlord.

In the event that the Tenant disagrees with the Landlord's established rate for the extended term, then the matter shall be arbitrated in accordance with the Arbitration Act of Ontario and other P.O.P. lease agreements between the Landlord and other telecommunications providers during the portions of the terms then remaining in such leases.

LANDLORD'S WORK: Nil

TENANT'S WORK: (Also See Schedule "E")

a) Tenant may secure its equipment within the Unit by either constructing a protective cage around the equipment or by constructing a demising wall with lockable entry door. In either case the lay out and construction plans are subject to the approval of the Landlord which shall not be unreasonably nor arbitrarily withheld or delayed.

b) Tenant will bring its cable, conduit, fibre into the basement of the buildings and complete connections between the two Units in accordance with the attached schematic and notes to it at Schedule "A", at its own expense.

c) Where building concrete is to be cut, drilled or otherwise penetrated it will be scanned under the supervision of the Landlord's engineer or designate, all at the Tenant's expense.

d) All Tenant Work and construction activities shall be completed in accordance with the provisions of 'Tenant's Work- Schedule "E", attached hereto and the Construction Manual, as provided from time to time by the Landlord.

IN WITNESS WHEREOF the parties have executed this lease as of the day and year first above written.

OLD OAK PROPERTIES INC.

Per: 

Name: _____

Title: _____

We have Authority to Bind the Corporation

TELUS COMMUNICATIONS COMPANY

Per: 

Name: _____

Title: _____

Manager, Building Access
I have Authority to Bind the Corporation



Schedule "A" Schematic Exterior Pathway

Schematic 465 Richmond

**148 FULLARTON ST., 140 FULLARTON ST., & 465 RICHMOND ST.
PARTIAL UNDERGROUND PARKING STRUCTURE**

CONSTRUCTION NOTES

2) < 3) INSTALL 9m OF NEW 2" EXIT TO CEILING OF UNDERGROUND PARKING STRUCTURE AND PULL 5m OF NEW 48 FOC THROUGH CONDUIT	8) < 9) CLIP 4m OF NEW 2x 48 FOC ALONG AND DOWN WALL
3) < 4) INSTALL 33m OF NEW 2" EXIT TO CEILING OF UNDERGROUND PARKING STRUCTURE AND PULL 33m OF NEW 2x 48 FOC THROUGH CONDUIT	9) < 10) INSTALL 56m OF NEW 2" EXIT TO CEILING OF UNDERGROUND PARKING STRUCTURE AND PULL 56m OF NEW 48 FOC THROUGH CONDUIT
4) < 5) CLIP 4m OF NEW 2x 48 FOC ALONG CEILING AND DOWN WALL	A) RADAR SCAN AND NEW 2" (50mm) CORE DRILL IN EXTERIOR WALL
5) < 6) INSTALL 71m OF NEW 2" EXIT TO CEILING OF UNDERGROUND PARKING STRUCTURE AND PULL 21m OF NEW 48 FOC THROUGH CONDUIT	B) NEW 12"x12"x6" WATERPROOF FULL BOX
6) < 7) INSTALL 2m OF NEW 2" EXIT TO CEILING OF UNDERGROUND PARKING STRUCTURE AND PULL 2m OF NEW 2x 48 FOC THROUGH CONDUIT	C) RADAR SCAN AND NEW 2" (50mm) CORE DRILL IN INTERIOR WALL
7) < 8) INSTALL 5m OF NEW 2" EXIT ABOVE DROP CEILING AND PULL 5m OF NEW 2x 48 FOC THROUGH CONDUIT	D) INSTALL NEW WALL MOUNT SPLICE PANEL
	E) INSTALL NEW COIL AS INDICATED
	F) NEW 2" CONCRETE BLOCK WALL CORE DRILL
	G) INSTALL SUFFICIENT AMOUNT OF NEW 18mm FIRE RATED PLYWOOD BACKBOARDS

TELUS
Stantec

NEW FIRE RATED CABLE
140 FULLARTON ST. REVISED
140 FULLARTON ST. & 465 RICHMOND ST.
SITE PLAN
DATE: 11/15/16
SCALE: 1/8" = 1'-0"
DRAWN BY: J. KELLY
CHECKED BY: J. KELLY
DATE: 11/15/16

Schematic 140 Fullarton

**148 FULLARTON ST., 140 FULLARTON ST., & 465 RICHMOND ST.
PARTIAL UNDERGROUND PARKING STRUCTURE**

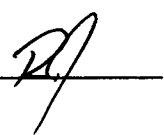
CONSTRUCTION NOTES

6) < 10) INSTALL 50m OF NEW 2" EXIT TO CEILING OF UNDERGROUND PARKING STRUCTURE AND PULL 50m OF NEW 48 FOC THROUGH CONDUIT	16) < 17) CLIP 4m OF NEW 48 FOC ALONG AND DOWN WALL
10) < 11) INSTALL 31m OF NEW 2" EXIT TO CEILING OF UNDERGROUND PARKING STRUCTURE AND PULL 31m OF NEW 48 FOC THROUGH CONDUIT	C) NEW 12"x12"x6" FULL BOX
11) < 12) INSTALL 16m OF NEW 2" EXIT TO CEILING AND PULL 16m OF NEW 48 FOC THROUGH CONDUIT	D) RADAR SCAN AND NEW 2" (50mm) CORE DRILL IN INTERIOR WALL
12) < 13) INSTALL 4m OF NEW 2" EXIT TO CEILING AND PULL 4m OF NEW 48 FOC THROUGH CONDUIT	E) INSTALL NEW WALL MOUNT SPLICE PANEL
13) < 14) INSTALL 1m OF NEW 2" EXIT TO CEILING AND PULL 1m OF NEW 48 FOC THROUGH CONDUIT	F) INSTALL NEW COIL AS INDICATED
14) < 15) INSTALL 4m OF NEW 2" EXIT TO CEILING AND PULL 4m OF NEW 48 FOC THROUGH CONDUIT	G) NEW 2"(50mm) CONCRETE BLOCK WALL CORE DRILL
15) < 16) INSTALL 7m OF NEW 2" EXIT ABOVE DROP CEILING AND PULL 7m OF NEW 48 FOC THROUGH CONDUIT	H) INSTALL SUFFICIENT AMOUNT OF NEW 18mm FIRE RATED PLYWOOD BACKBOARDS

TELUS
Stantec

NEW FIRE RATED CABLE
140 FULLARTON ST. REVISED
140 FULLARTON ST. & 465 RICHMOND ST.
SITE PLAN
DATE: 11/15/16
SCALE: 1/8" = 1'-0"
DRAWN BY: J. KELLY
CHECKED BY: J. KELLY
DATE: 11/15/16

Landlord Initial 

Tenant Initial 

Schedule "E"
Tenant's Work

1. If the Landlord does not complete the Tenant's Work on behalf of the Tenant, or, in the event that the Tenant ever conducts any construction work in the Leased Premises, or about the Building or Complex then the Tenant will deliver or cause to be delivered the following:

(a) certificate of the Tenant's project manager certifying the Tenant's Work in place in the Leased Premises has been constructed in accordance with the plans and specifications approved by the Landlord;

(b) statutory declaration of a senior, knowledgeable officer of the Tenant:

(i) stating that the Tenant's Work has been performed in all material respects in accordance with the provisions of the plans and specifications approved by the Landlord;

(ii) stating that there are no construction liens or liens or other encumbrances registered or capable of being registered or otherwise outstanding against the Leased Premises or the Complex in respect to the work, services and materials pertaining to the Tenant's Work and that all accounts for work, services and materials have been paid in full with respect to all the Tenant's Work;

(iii) stating that 45 days have passed since publication of a certificate of substantial completion with respect to the Tenant's Work in accordance with the provisions of the Construction Lien Act (Ontario);

(iv) listing each contractor and sub-contractor who did the work and provide materials in connection with Tenant's Work;

(v) confirming the date on which last work was performed and materials were supplied in respect to each contract or subcontract;

(c) clearance certificate issued by the Workers' Compensation Act (Ontario) in respect of each contractor and sub-contractor listed on the aforesaid statutory declaration; and,

(d) copy of occupancy and other permits which may be required by any governmental or other regulatory authority having jurisdiction to permit the Tenant to open for business in the Leased Premises.

2. Whether Landlord or Tenant completes the Tenant's Work, at the Tenant's expense and prior to installation, a complete schematic of all telecommunication cables, conduits and connections installed by the Tenant or on its behalf in the Leased Premises or the Building shall be provided, and Tenant shall conduct an inspection to the Landlord's satisfaction all of such installations, cables being clearly and permanently tagged.

3. The Tenant shall be responsible for and shall pay the cost of any further design coordination and construction of leasehold improvements or any special requirements beyond those now existing in the Leased Premises or that are to be built such as additional cooling equipment, furniture, or for non-building standard Tenant's signage or structural reinforcement of the building or additional electrical power supply. In the event of such further construction the Tenant shall be responsible for the installation and cost of all internal partitions and fixtures, together with the cost of any modifications to the Building's ceiling, lights or air-conditioning systems as required by the Tenant's occupancy. The Tenant's Work shall be completed in a good and a workmanlike manner. Detailed as built schematic drawings for cabling and telecommunications equipment are required and all such cables, conduit, wire and equipment installed by or on behalf of the Tenant, either in the Premises or elsewhere in the Complex shall be permanently labeled. All such cabling and equipment will be removed by Tenant at expiry.

Landlord Initial _____



Tenant Initial _____



Point of Presence (P.O.P) Room Lease Summary

The following is a summary of certain provisions more fully addressed in the Lease. Any conflict or inconsistency between the summary and the provisions contained elsewhere in this Lease will be resolved in favour of the provisions contained elsewhere in this Lease.

PREMISES: 140 Fullarton Street, and Vertical Riser
148 Fullarton Street, and Vertical Riser
465 Richmond Street, and Vertical Riser
London, Ontario

TENANT ADDRESS FOR SERVICE AND CONTACT COORDINATES:

Phone: 416-496-6893
Fax:
Email: richard_johnson@telus.com
Address for Service: 25 York Street, Floor 22, Toronto, Ontario M5J 2V5

INDEMNIFIERS: NIL

RENTABLE AREA: 100 square feet

TERM OF LEASE: From 01 June, 2014 to 30 May, 2019

COMMENCEMENT

DATE: 01 October, 2015 EXPIRY: 30 September, 2020

SECURITY DEPOSIT

AND ADVANCE RENT: \$4,500.00, to be held by the Landlord as security for the Tenants performance under this agreement. It shall be returned upon expiration of the Lease, subject to rent reconciliation and satisfactory restoration of the Premises and Risers.

ANNUAL RENTAL RATE: Gross

FROM: October, 2015 TO: 30 September, 2020 \$45.00 PSFT.
Payable in advance annually in one installment.

ADDITIONAL RENT: Nil

EXTENSION OPTIONS: As per Options to Extend Term on this Lease, • 1x5 years on the terms set out

EXPANSION RIGHTS: NA

RIGHT OF 1st REFUSAL: NA

EARLY TERMINATION: No

DOCUMENTS OBTAINED:

EFT SIGNED BY TENANT: _____ (DATE)
LEASE SIGNED BY TENANT: 03 September, 2015
LEASE SIGNED BY LANDLORD: _____ (DATE)
LAST AMENDMENT SIGNED BY TENANT: _____ (DATE)
LAST AMENDMENT SIGNED BY LANDLORD : _____ (DATE)

RECOMMENDED BY KSM 27 SEP 2015
Leasing Manager (DATE)

Landlord Initial 

Tenant Initial 