

TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

55 YONGE PORTFOLIO INC.

(the “Licensor”)

- and -

BELL CANADA

(the “Licensee”)

INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT made as of the 1st day of June 2021, between 55 Yonge Portfolio Inc., as the Licensor and Bell Canada, as the Licensee. The information is as follows:

Building 1: The office building municipally known as 55 Yonge Street, Toronto, ON;

Floor Area of Licensed Premises: approximately one hundred forty-two (142) square feet of area (non-exclusive) located in the main telephone room the Building on level P1, all as more fully shown on Schedule “A” attached hereto.

Commencement Date: August 1, 2017

License Fee: the annual sum of Four Thousand Five Hundred Dollars (\$4,500.00) plus HST. The License Fee shall be payable annually in advance beginning on the Commencement Date and thereafter on each anniversary without deduction, set off or abatement.

Hydro Fee: the annual sum of Seven Hundred Dollars (\$700.00) payable annually in advance beginning on the Commencement Date and thereafter on each anniversary without deduction, set off or abatement. At the commencement of each extension term Landlord shall have the right to reset the annual hydro fee payable hereunder.

<u>Notices:</u>	Licensor	Licensee
	55 Yonge Portfolio Inc.	Bell Canada
	3625 Dufferin Street, Suite 500	c/o Brookfield Global Integrated Solutions
	Toronto, ON M3K 1N4	87 Ontario St. West, 6th Floor
	Attention: Legal Department	Montreal, QC H2X 0A7
		Attention: Department, Client Services; and
		Department, Lease Administration
		Fax: (514) 840-8404

Extension Term(s): Two (2) period(s) of Five (5) years

Term: Five (5) years, starting on the Commencement Date, and ending on July 31, 2022

TELECOMMUNICATIONS LICENSE AGREEMENT

This Agreement made as of this 1st day of June, 2021.

B E T W E E N:

55 YONGE PORTFOLIO INC.

(hereinafter the “Licensor”)

- and -

BELL CANADA

(hereinafter the “Licensee”)

1. DEFINITIONS

In this Agreement the capitalized terms appearing herein shall mean the following:

“**Affiliate**”: means a company that is affiliated with another within the meaning of the *Canada Business Corporations Act*.

“**Agreement**”: this agreement, its Exhibits and Schedules and Information Page.

“**Broadcasting**”: any transmission of programs, whether or not encrypted, by radio waves or other means of telecommunication for reception by the public by means of any device.

“**Building**”: the building situated on the Lands; municipally described on the Information Page.

“**Business Day**”: a day that is not Saturday, Sunday, or a statutory holiday in the province in which the Building is located.

“**Cable**”: fibre optic, coaxial, copper cables and wires.

“**Commencement Date**”: the date stated as the Commencement Date on the Information Page.

“**Communications Equipment**”: cabinets, racks, electronic equipment and other equipment, including wireless equipment that (i) have been installed by the Licensee or a corporate predecessor of the Licensee, before the date of this Agreement, or (ii) are installed, or are to be installed by the Licensee, in the Licensed Premises, and (iii) such other equipment as may be installed by the Licensee during the Term and Extension Term, as approved by the Licensor in accordance with Section 7. The Licensor approved Communications Equipment is set out on Schedule “A-2” hereto.

“**Communications Spaces**”: telecommunications pathways and cable pathways designated by the Licensor, acting reasonably, for use by the Licensee to provide Services to tenants and occupants

of the Building and such other pathways used by the Licensee during the Term and Extension Term as approved by the Licensors in accordance with Section 7.

“Connecting Equipment”: the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that (i) have been installed by the Licensee or a corporate predecessor of the Licensee before the date of this Agreement, or (ii) are installed, or to be installed by the Licensee, through the Entrance Link, and in the Communication Spaces, and (iii) such other connecting equipment as may be installed by the Licensee in the Building during the Term and Extension Term, as approved by the Licensors in accordance with Section 7, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

“Cross Connection”: the connection of one wire or cable under the management and control, or ownership of one party to a wire or cable under the management and control or ownership of another, by anchoring each wire or cable to a connecting block and placing a third wire between the two, or by any other means, and any other connection of the telecommunications system or any of its components that is under the management, control or ownership of one party to that of another, or any of its components.

“CRTC”: the Canadian Radio-television and Telecommunications Commission or any successor body thereto.

“Entrance Cable”: the Cable installed or to be installed by the Licensee that connects the Licensee’s telecommunications network from the property line of the Lands to the Communications Equipment and to the Main Distribution Frame and includes the tie Cables between the Communications Equipment and the Main Distribution Frame.

“Entrance Link”: the coresleeve, or other penetration designated by the Licensors, acting reasonably, through the Building’s foundation walls or elsewhere containing the Entrance Cable.

“Equipment Room”: the area containing the Main Distribution Frame for the Building.

“Event of Default”: defined in Section 18.

“Existing Equipment”: that part of the Licensee’s Equipment installed before the date of this Agreement.

“Extension Term”: the extension term(s) noted on the Information Page.

“Fee”: any amount payable by the Licensee under this Agreement.

“Hazardous Substance”: any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Building is situated or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenyls, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

“Hydro Fee” the annual recurring amount referred to on the Information Page.

“In-Building Wire”: as defined by the CRTC constitutes copper wires, Cable and other facilities which originate in the Equipment Room and run to the telephone closet on each floor and thereafter to but not within the premises of the tenants or occupants in the Building.

“Information Page”: the sheet attached to this Agreement as “Page IP”.

“Inside Wire”: wires and other facilities which are usually in, or in proximity of, premises of the tenants or occupants of the Building, and which are under those persons’ or entities’ responsibility and control.

“Lands”: the lands occupied by the Building.

“License Fee”: the annual sums stated as the License Fee on the Information Page.

“Licensee’s Equipment”: the Communications Equipment and the Connecting Equipment.

“Licensed Premises”: the area shown hatched in black on Schedule “A”, as may be relocated as provided for in Section 2(e).

“Main Distribution Frame”: the main distribution frame or other physical location for the Cross Connection of a TSP’s Entrance Cable to the In-Building Wire located in the Building.

“Multi-Dwelling Unit Building”: as defined by the CRTC in Decision 2003-45 constituting a building with at least two units and at least one unit occupied by a tenant.

“Owner(s)”: the owner or owners from time to time of both or either of the freehold or leasehold title of the Lands and the Building.

“Plans and Specifications”: the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Section 7(a).

“Prime”: the rate quoted from time to time as its “Prime Rate” for commercial loans in the City in Canada where the Licensor’s head office is situated, by the Chartered Canadian Bank designated from time to time by the Licensor.

“Recoverable Costs”: the costs and expenses particularized on Exhibit “1” for building services requested of the Licensor by the Licensee or causal to the Licensee’s planning, construction and installation and decommissioning activities relating to the provision of the Services in the Building, including but not limited to all Recoverable Costs for services performed by Licensor’s Technical Representative. Licensor shall have the right, but not the obligation, to determine such Recoverable Costs plus fifteen (15%) percent of the amount thereof on a reasonable basis and require Licensee to pay such Recoverable Costs provided, that for any individual Recoverable Costs estimated to be over \$500.00, the Licensor and Licensee have agreed in advance to the estimates, both acting reasonably. However, Recoverable Costs shall not include costs that would be incurred by the Licensor in any event, costs that have already been incurred by the date of execution of this Agreement, the costs associated with the negotiation, management,

administration, monitoring and enforcement of this Agreement or of other agreements with TSPs, or (except for charges for services identified in Exhibit "1" and provided by the Technical Representative) fees in relation to a third party consultant, other than the Technical Representative.

"Released Licensee Persons": the Licensee, its agents, contractors, subcontractors, authorized representatives or other authorized persons and the respective officers, directors, employees and agents of all and any of them.

"Released Licensor Persons": the Licensor, its Affiliates, and Owner(s), their respective Affiliates, the Technical Representative (if any), and property manager of the Building and any lender that holds security on the Building, and the respective officers, directors, employees, agents and contractors, of all and any of them.

"Services": the telecommunications or other communications services to be provided by the Licensee to tenants or occupants in the Building.

"Technical Representative": a person or entity retained by the Licensor to provide professional engineering, consulting, technical advice, technology management and supervision services for all or part of the Communications Spaces and, including but not limited to, approval of plans, recommendation and enforcement of safety and security measures and other similar services reasonably required in connection with the installation, operation, and decommissioning of telecommunications facilities and equipment in or serving the Building.

"Term": the period of time stated as the Term on the Information Page.

"TSP": a telecommunications or other communications service provider.

2. GRANT

- (a) the Licensor grants to the Licensee for the Term and any Extension Term, a non-exclusive license:
 - (i) to install, operate, maintain, repair, improve, replace, upgrade and remove, at the Licensee's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
 - (ii) to use the Entrance Link, Main Distribution Frame, and Communications Spaces;
 - (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and
 - (iv) to connect the Licensee's Equipment to the In-Building Wire and Inside Wire.
- (b) the Licensor grants to the Licensee for the Term and any Extension Term, a non-exclusive license to use the Licensed Premises.

- (c) The Licensee shall be provided access to the Lands and Buildings in order to exercise its non-exclusive license, twenty four (24) hours per day, three hundred and sixty five (365) days per year subject to:
 - (i) the Licensor's reasonable security requirements;
 - (ii) the notice requirement as provided in Section 9(b); and
 - (iii) an event of Force Majeure as provided in Section 31.
- (d) The Licensee shall use the Equipment Room and Licensed Premises for the sole purpose of providing Services to tenants and occupants in the Building. The Licensee is expressly forbidden to serve other properties from the Building.
- (e) The Licensor may at any time, require the Licensee to relocate, within the Building, any or all of the Licensee's Equipment. Upon receipt of not less than one hundred and twenty (120) days advance (subject to subsection (f) below) notice from the Licensor, (a "Relocation Notice") the Licensee shall relocate the Licensee's Equipment and/or Licensed Premises to such location as determined by Licensor and where there is more than one location option possible in the Building, such location shall be approved by Licensee, acting reasonably. If the Relocation Notice requires the relocation to occur within the first two (2) years after the Commencement Date, the Licensor shall be solely responsible for the direct reasonable, out of pocket expenses of the relocation (the "Relocation Costs"), and if the Relocation Notice requires relocation to occur after the first two (2) years of the Term (not including any renewals or extensions) then the Relocation Costs will be shared equally between the Licensor and the Licensee. If the Relocation Notice requires the relocation to occur at any time during an Extension Term, if any, then the Licensee shall be solely responsible for all Relocation Costs, provided Licensee shall still have the right to approve the relocation location, acting reasonably, where there is more than one relocation location option possible, Notwithstanding the foregoing, if the relocation request pursuant to the Relocation Notice, whether delivered during the Term or any Extension Term, is required primarily to accommodate another TSP then Licensee shall not be required to pay any of the Relocation Costs. The Licensor shall permit the Licensee to effect a relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location. If a Relocation Notice is delivered, the Licensee shall, within fifteen (15) days after receipt deliver written notice to Licensor setting out particulars of its estimate of the Relocation Costs and once accepted by Licensor, Licensor shall be entitled to rely upon that estimate in proceeding with the relocation. Licensor may, at any time within thirty (30) days after receipt of Licensee's estimate of the Relocation Costs rescind its Relocation Notice by giving written notice to Licensee to that effect.
- (f) The Licensor shall have the right at any time where the Licensed Premises becomes damaged and is not technically or economically feasible to restore within ninety (90) days after the damage, to require the Licensee to relocate within the Building

and where there is more than one relocation location option available, the Licensee shall have the right to approve such location, acting reasonably, any or all of the Licensee's Equipment and/or the Licensed Premises. Upon receipt of not less than sixty (60) days advance written notice from the Licensor, or such lesser period of time as agreed between the parties (a "Relocation Notice") the Licensee shall relocate the Licensee's Equipment and/or the Licensed Premises and Licensor shall pay for all direct and reasonable out of pocket expenses for such relocation.

- (g) The Licensor makes no warranty or representation that the Equipment Room, Licensed Premises, the Communications Spaces or any part of the Building is or are suitable for the Licensee's use.
- (h) The Licensor may grant, renew or extend similar licenses to other suppliers of telecommunications services, but the Licensor will not knowingly enter into an agreement with a licensee, or supplier that permits it to interfere with the Licensee's rights under this Agreement. The License granted by this Agreement is revocable only in accordance with the express terms of this Agreement.
- (i) The Licensee agrees to take reasonable steps to assist the Licensor in improving the space and operating efficiencies within the Building by undertaking the following, at the Licensee's cost, at the request of the Licensor and within timeframes approved by the Licensor, acting reasonably:
 - (i) identifying Existing Equipment;
 - (ii) upon reasonable request from the Licensor, in order to achieve improved space and operating efficiencies in connection with specific cases, examining, identifying and labelling specific items of Existing Equipment;
 - (iii) relocating, reconfiguring and improving space and operating efficiencies related to Existing Equipment in accordance with the reasonable requests of the Licensor, but subject to Section 2(e); and
 - (iv) upon request from the Licensor and with reasonable time to respond in the circumstances, providing to the Licensor on a confidential basis its existing available information on its Existing Equipment, e.g. concerning types of wiring, wiring casings, materials used in the Existing Equipment, sizes, capacities and other similar information, where that other information may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers.
- (i) The relationship between the Licensor and the Licensee is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

3. FEES

- (a) The Licensee agrees to pay the License Fee and the Hydro Fee to the Licensors annually in advance without any set-off, deduction or abatement whatsoever (but subject however to the provisions of Section 19(c) regarding the refund of Licensee Fees or other Fees in the event of termination).
- (b) The Licensee shall also pay to the Licensors any Recoverable Costs incurred by it within sixty (60) days after receipt of each itemized invoice, without deduction or set off.
- (c) Interest will accrue at that rate of interest that is three percent (3%) greater than Prime on any arrears of Fees payable by the Licensee and will be payable when payment of the interest is demanded.
- (d) Value added taxes and similar taxes such as "HST" or "GST" or "QST" are payable by the Licensee on all Fees. The HST number in connection with this Fees payable under this Agreement is _____. Upon written request from Licensee, Licensors shall either confirm the accuracy of any existing GST/HST or QST registration numbers and status or provide updated GST/HST or QST registration numbers and status, to the extent same has changed from what is stated herein.

4. TERM - OPTION TO EXTEND

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page.
- (b) Provided that Licensee is not then in default of any of its material obligations under this Agreement, then Licensee shall have the option to extend this Agreement for two (2) further terms of five (5) years each (each, an "Extension Term"). Each Extension Term shall be on the same terms and conditions as contained herein, subject to minor changes as may be required by the parties, and (i) there shall be no further right to extend after the expiry of the second Extension Term; (ii) the License Fee shall be such increased amount as set out in subsection (c) below; and (iii) there shall be no allowance or rent-free period for any Extension Term and the Licensed Area shall be accepted by Licensee in "as is" condition at the commencement of any Extension Term without Licensors being required to perform any work. The right to extend shall be exercisable by notice to Licensors by not later than six (6) months prior to the expiry of the Term or the first Extension Term, as the case may be, failing which such right shall be null and void and forever extinguished.
- (c) The License Fee payable during each Extension Term shall be as follows: (i) for the first Extension Term, Licensee shall pay a License Fee equal to Four Thousand Nine Hundred Sixty-Eight and 45/100 Dollars (\$4,968.45) per annum plus HST, due on the first day of first Extension Term and on each anniversary thereafter without abatement, deduction, or set off; and (ii) for the second Extension Term,

Licensee shall pay a License Fee equal to Five Thousand Four Hundred Eighty-Five and 66/100 Dollars (\$5,485.66) per annum plus HST, due on the first day of first Extension Term and on each anniversary thereafter without abatement, deduction, or set off.

5. USE

The Licensee shall use the Building, Communications Spaces, Licensed Premises and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in the Building and for no other purpose whatsoever. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Agreement prohibits the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment and all types of broadcasting equipment and services, without further agreement with the Licensor.

6. ELECTRIC UTILITIES

Licensee shall have the right to draw on the power source of the Building, provided however that Licensee's Equipment shall not exceed or overload the capacity of any electrical facilities in the Building. Licensor shall notify Licensee in advance of any planned electric 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 outages, whether or not notice of such outage was provided. Licensor has no obligation to provide emergency or "backup" power to the Licensee. Any provision of emergency or "backup" power shall be the sole responsibility of the Licensee. Licensor, at Licensee's cost shall have the right to install a separate or sub-meter or utility check system for the use of Licensee's Equipment in an area determined by Licensor, if same is not already installed and available to Licensee as of the Commencement Date. Licensor, shall on Licensee's behalf and at Licensee's sole cost, maintain, repair, and replace, as necessary, any separate or sub-meter or utility check system installed pursuant to this Section 6. In connection with Licensee's use of electric utilities, Licensee shall pay to Licensor the fixed hydro electric utility fee as set out in the Information Page.

7. CONSTRUCTION

- (a) Subject to what is stated below and unless otherwise waived by the Licensor upon written request by the Licensee, prior to performance of any work, or the making of any installation, and prior to changes, alterations or upgrades to any existing work or installation in the Building (collectively the "Proposed Work"), the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for the Proposed Work detailing the type, size and location of the Licensee's Equipment that is proposed to be installed, altered or removed, the Communication Spaces to be used by the Licensee and the Licensed Premises, all specifically describing the proposed construction and work. Notwithstanding the foregoing, Licensor shall act reasonably in waiving the obligation to deliver working drawings or plans and specifications, in whole or in part, to the extent that Licensee is solely performing a Cross Connection to existing Licensee's Equipment as same may be required to facilitate a new customer (i.e.

tenant(s) in the Building) order, but for clarity Licensee shall still be required to notify Licensor of its desired access in order to perform such Cross Connection. All working drawings, plans and specifications must be prepared in accordance with applicable engineering standards, and will be considered as part of the Plans and Specifications when they have been approved by the Licensor, in writing. No work shall commence until the Licensor has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans, or has waived the requirement to provide such documentation. The Licensor shall provide the Licensee with written reasons in any case where the Licensor does not approve a request for any Proposed Work. The Licensor's approval of Plans and Specifications is not deemed a representation that the Licensee's Equipment will not cause interference with other systems in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Licensee. Despite what is stated above, only an initial "Bay Layout" will be required in respect of equipment intended to be installed in the racks installed inside the Licensed Premises and, technical specifications in respect of that equipment will not be required to be provided in connection with subsequent Proposed Work, unless such Proposed Work impacts the Building systems (such as, for example and without limitation, equipment that would generate excessive heat and/or electrical consumption).

- (b) The Licensee warrants that, except for the Existing Equipment, the installation of the Licensee's Connecting Equipment, Entrance Cable and Cable shall be in strict compliance with the approved Plans and Specifications.
- (c) The Licensee agrees that installation and construction shall be performed:
 - (i) in a neat, responsible, and good and workmanlike manner;
 - (ii) strictly consistent with such reasonable requirements as shall be imposed by the Licensor and communicated in advance to the Licensee in writing, including, without limitation, the Telecommunications Wiring and Construction Management attached hereto as Schedule "B";
 - (iii) in accordance with all applicable laws, rules and regulations; and
 - (iv) using only contractors approved in writing by the Licensor, acting reasonably (it being acknowledged that, without limitation, a lack of, or incompatible union affiliation of a contractor is a reasonable basis for failing to approve a contractor where the Licensor determines, on a bona fide basis, that the use of such a contractor may cause a breach of a labour agreement, the filing of a labour grievance or labour disruption).
- (d) The Licensee shall label each Cable installed by the Licensee on or after the date of this Agreement in the Communications Spaces, in each telephone closet through which the Cables pass, and, in addition, at any intervals and at additional locations

that the Licensor might reasonably require. The labelling will be in a format approved by the Licensor acting reasonably.

- (e) Not more than once every two (2) years throughout the Term, the Licensor may require the Licensee to deliver a report identifying all Connecting Equipment installed by the Licensee in the Building and a certificate from an officer confirming that Licensee is then currently servicing tenant(s) in the Building or if not then currently servicing tenant(s) in the Building that there are bona-fide plans to do so within the next six (6) months. If any of the Connecting Equipment becomes decommissioned or if Licensee, in its sole discretion, acting reasonably and in good faith, determines that such Connecting Equipment is no longer required by the Licensee, then Licensor may, acting reasonably, on thirty (30) days' notice to the Licensee require the Licensee at the Licensee's cost, to remove all or part of the surplus portions of the Connecting Equipment and restore any damage caused by the installation and/or removal thereof. No compensation will be payable by the Licensor to the Licensee in respect of any decommissioned components of the Connecting Equipment that are required to be removed as required above.
- (f) The Licensee shall obtain, at its sole cost and expense, prior to construction and installation work, any necessary permits, licenses and approvals, copies of which will be delivered to the Licensor prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over the Licensee's operations.
- (g) The Licensee shall not, during construction or otherwise, block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways.
- (h) The Licensee may amend or supplement the Plans and Specifications approved by the Licensor, from time to time, with the written consent of the Licensor, for the purpose of serving tenants and occupants of the Building. All terms and conditions of this Section 7 shall apply to any such subsequent amendment or supplement to the Plans and Specifications.
- (i) Prior to the installation of any additional Licensee's Equipment under this Agreement, the Licensee will also provide to the Licensor whatever information the Licensor reasonably requires concerning types of wiring casings, materials used in the Licensee's Equipment, sizes, capacities and other information which may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers. From time to time at reasonable intervals, the Licensor may require the Licensee to update the information referred to above in connection with the Licensee's Equipment and the Licensee will complete the update by confirmation in writing no later than thirty (30) days after written request.

8. COVENANTS

- (a) The Licensee covenants as follows:
- (i) The Licensee shall, at its sole cost and expense, repair and maintain the Licensed Premises and the Licensee's Equipment in proper operating condition and maintain them in satisfactory condition as to safety.
 - (ii) The Licensee shall, at its sole cost and expense, repair any damage to the Building, Communications Spaces and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any other occupant of the Building where such damage is caused by the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If the Licensee fails to repair or refinish the damage, the Licensor may repair or refinish such damage and the Licensee shall reimburse the Licensor all costs and expenses reasonably incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs.
 - (iii) The Licensee shall not interfere with the use and enjoyment of the Building by the Licensor or by lessees or licensees of the Licensor or tenants or occupants of the Building. If such interference occurs, the Licensor may give the Licensee written notice thereof and the Licensee shall correct same as soon as possible and, in any event, within forty-eight (48) hours after receipt of notice. If the Licensee fails to correct or remove such interference after proper notification, the Licensor may take any action the Licensor deems appropriate to correct or remove same, all at the cost of the Licensee, plus an administration fee equal to fifteen percent (15%) of those costs.
 - (iv) The Licensee shall use commercially reasonable efforts to ensure that Licensee's Equipment does not disrupt, adversely affect, or interfere with other providers of communications services in the Building, the Building's operating, elevator, safety, security, or other systems, or with any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties. If such disruption or interference does occur, the Licensor may give the Licensee written notice thereof and the Licensee shall correct or remove such disruption or interference as soon as possible and in any event within forty-eight (48) hours after receiving written notice thereof, or such further time period as may be reasonably required by the Licensee in order to correct or remove such disruption or interference.
 - (v) The Licensee will comply with all Building rules, of the type customarily imposed for similar buildings as periodically adopted by the Licensor, acting reasonably, and communicated to the Licensee in writing, and will cause its agents, employees, contractors, invitees and visitors to do so.

Provided that in the event of a conflict between the Building Rules and the expressed terms of this Licence, the terms of this Licence shall prevail, and provided further that the Licensor does not enforce the Building Rules in an inequitable manner.

- (vi) The Licensee will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Licensed Premises, the Equipment Room, the Licensee's Equipment and In-Building Wire, including the Licensee's provision of services.
- (vii) The Licensee will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the In-Building Wire. Despite the foregoing, the Licensor acknowledges and agrees that the Licensee is permitted to allow other local exchange carriers to connect to and use copper In-Building Wire under its responsibility and control and conversely, to connect to and use copper In-Building Wire under the control and responsibility of other local exchange carriers, at no cost.
- (viii) Subject to Schedule "A-1", except as required or mandated by the CRTC, the Licensee will not permit any other TSP to co-locate equipment in its Licensed Premises nor will it permit any third party supplier to Cross Connect to any of the Licensee's Equipment or to use any part of the Licensee's Equipment for the purpose of providing telecommunication or similar services to customers in the Building
- (ix) The Licensee will not use any part of the Licensee's Equipment as a network, hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network where disruption of the operation or use of the Licensee's Equipment or any part of it would have the effect of disrupting service to persons outside of the Building.
- (x) The Licensee will strictly comply with all occupational health and safety legislation, Workers' Compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable.
- (xi) If the Licensor elects to retain a Technical Representative, the Licensee will, to the extent directed by the Licensor (i) recognize the Technical Representative as the duly authorized representative of the Licensor, and (ii) abide by all reasonable policies, directions and decisions of the Technical Representative pertaining to matters such as the use of Communication Spaces and other areas within the Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns, except to the extent that such policies, directions or decisions may be inconsistent with the terms and conditions of

this Agreement, in which case the terms and conditions of this Agreement shall supersede. Should the Licensor retain the professional services of a Technical Representative or other discipline, the Licensee shall reimburse Licensor for reasonable costs incurred, as described in Exhibit "1" attached hereto.

- (xii) The Licensee and any servants, agents, employees, contractors, invitees, licensees and other persons for whom the Licensee is in law responsible shall provide their name and contact information with Building security upon entry to the Building.

(b) The Licensor covenants:

- (i) To the extent failure to do so materially, adversely affects Licensee's operations in the Building, or the safety of its servants, agents, employees, contractors, invitees, licensees and other persons for whom the Licensee is in law responsible, to operate, repair and maintain the Building and Building systems and the Lands in a safe operating condition and in accordance with applicable laws and regulations.
- (ii) That any consent or approval of the Licensor pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for; and
- (iii) Subject to the Licensee reimbursing the Licensor for the Licensor's reasonable costs in doing so, and subject to payment to the Licensor of an administration fee of fifteen percent (15%) of those costs, to cooperate with the Licensee, to the extent reasonable, in obtaining all necessary consents, permits and authorizations that may be required for the Licensee's construction, installation and operations provided for in this Agreement, in or in respect of the Building.
- (iv) If the operation of the Licensee's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Building, the Licensor shall, to the extent that it is commercially reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Licensee in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

9. ACCESS

- (a) Subject to Section 9(b) and Schedule "B", the Licensee's authorized representatives may have access to the Equipment Room at all times during normal business hours, and at other times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving, activating, upgrading and repairing the Licensee's Equipment. The Licensor will give the Licensee's authorized

employees or properly authorized contractors, subcontractors, and agents of the Licensee ingress and egress to the Lands, Building and-Communications Spaces including non-exclusive use of an elevator during normal business hours, and at other times as agreed by the parties in advance. However, only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of the Licensee, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building, Communications Spaces, Equipment Room, or other areas in the Building and only upon the conditions set forth in this Agreement. The Licensee shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communication Spaces, Equipment Room, or other areas in the Building.

- (b) Except in the event of an emergency and as described below, the Licensee will give at least twenty-four (24) hours notice to the Licensor of its intent to enter Communications Spaces. At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Communications Spaces, the reasons for entry, and the expected duration of the access. For routine service activations and repair visits to the Building during normal business hours for which purposes the Licensee requires access without advance notice in order to meet its CRTC-mandated service provisioning and service repair intervals, this notice may be given at the time of the entry to the security person, or other person designated for that purpose by the Licensor. Any person who accesses the Building Communication Spaces, or any other part of the Building which the Licensor designates, outside of normal business hours, may be required by the Licensor to be accompanied by a representative of the Licensor designated for that purpose and the cost of providing this form of accompaniment or supervision will be paid by the Licensee to the Licensor based on hourly wage plus an administration fee of fifteen percent (15%). This escort fee shall not apply if it is recovered from tenants through the operating costs of the Building charged to them under their leases. In the event of any emergency the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Communications Spaces and, within five (5) Business Days following the entry, shall provide to the Licensor a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.
- (c) Nothing in this Agreement shall prohibit or otherwise restrict the Licensor and its representatives from having access to and to enter upon and into the Equipment Room or any Licensed Premises for the purpose of inspections, conducting maintenance, repairs and alterations which the Licensor wishes to make in connection with the Building, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room, Licensed Premises, or the Building or for such other purposes as the Licensor considers necessary. The Licensor will, however, except in case of an emergency, give the Licensee at least twenty-four (24) hours advance notice before entry into the Licensed Premises.

10.

INSURANCE

- (a) The Licensee, its contractors, and sub-contractors shall obtain and maintain in force, at its expense, during the Term of this Agreement and any Extension Term:
 - (i) a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Licensor, acting reasonably, insuring the Licensee and, as additional insureds, the Licensor, the Owner(s), any property manager or any lender that holds security on the Building that the Licensor may reasonably designate by written notice, only in respect of matters related to the operations of the Licensee in the Building. Such Commercial General Liability Policy shall be for a combined single limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Building and tangible property of the Licensor in the Building or any tenant or occupier in the Building or bodily injury or death of the Licensor's employees, or bodily injury or death or physical damage to tangible property suffered by any tenants or occupants in the Building or any of Licensee's customers their employees in the Building. The Licensee's Commercial General Liability policy shall, at all times, contain owners' and contractors' protective coverage, standard non-owned automobile coverage, contingent employer's liability insurance, a cross liability and severability of interests clause, and will be written on an occurrence basis. The Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability policy or "umbrella" insurance policy. Licensee's umbrella and excess insurance policies shall be "follow-form" to the primary Commercial General Liability policy;
 - (ii) an automobile liability insurance policy;
 - (iii) an all risk property insurance on the Licensee's Equipment with a sufficient insured limit to cover its full replacement cost and with a waiver of subrogation against the Licensor from the property insurers; and
 - (iv) business interruption insurance.
- (b) The Licensee's Commercial General Liability insurance shall be primary insurance insofar as the Licensor and the Licensee are concerned, with any other insurance maintained by the Licensor being excess and non-contributing with the insurance of the Licensee required hereunder with respect to the extent of the negligence of Licensee and those over whom it is responsible in law.
- (c) The Licensee shall provide proof of such insurance to the Licensor prior to commencement of any construction and such policy shall provide that Licensor will be notified in writing at least thirty (30) days prior to any cancellation of such policy. Annually, on the anniversary of the Commencement Date, or upon renewal of the respective policies as the case may be, the Licensee shall provide proof of

such insurance in the form of insurance certificates signed by the Licensee's insurance brokers or its insurers' authorized representatives and in form, content, and detail consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) to the Licensor, acting reasonably. The insurance certificate shall name the Licensor and any additional parties that the Licensor, acting reasonably, may require as an additional insured, under the Commercial General Liability policy, except under non-owned automobile liability but only for Licensee's legal liability arising from the performance of this Agreement or otherwise arising from its operations at the Building.

- (d) All contractors, and subcontractors of the Licensee will be required to maintain builder's risks, all risks, contractor's liability insurance, (including completed operations coverage), and such other insurance as may be required by the Licensor, acting reasonably; in such amounts; in such forms, and issued by such insurers, as are approved by the Licensor, acting reasonably.
- (e) The Licensor will maintain all risk property insurance on the Building.
- (f) The Licensee, its contractors, and subcontractors, shall not do, permit to be done, or omit to do anything within the Building that shall cause or have the effect of causing the cost of insurance for the Building or any part of the Building to be increased, whether such insurance has been taken out by the Licensor, the Owner(s) or by any other tenant or occupant of the Building. If the insurance rate is thereby increased, the Licensee shall forthwith pay to the Licensor the amount of the increased premium plus an administration fee equal to fifteen percent (15%) of the amount.

11. INDEMNITY

Notwithstanding any other express or implied indemnity in this Agreement and except to the extent caused or contributed to by the Licensor, the Licensee agrees to fully indemnify, defend Licensor and hold the Licensor, and its shareholders and members, and their respective officers, directors, members, partners, agents, employees, successors and assigns, and the Building and/or Project, as the case may be, harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses, including court costs and reasonable legal fees and expenses, in connection with injury to or death of any person or with respect to damage to or theft, loss or loss of the use of any property, or any other loss or injury whatsoever, occurring in or about the Licensed Premises or the Building and/or Project, as the case may be, arising (i) from the Licensee's occupancy of the Licensed Premises, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by the Licensee in or about the Licensed Premises or the Building and/or Project, as the case may be, or (ii) from any breach or default on the part of the Licensee in the performance of any covenant or agreement on the part of the Licensee to be performed pursuant to the terms of this Agreement., or due to any other act or omission or any

default or negligent or wilful misconduct of the Licensee, or any of its employees, agents, licensees, invitees or contractors.

12. RELEASE BY LICENSEE

In no event will the Licenser be liable to the Licensee and the Licensee releases the Licenser for:

- (a) any damage to the Licensee's Equipment, Equipment Room, and Licensed Premises or loss of use of such property;
- (b) the quality, adequacy, compatibility or sufficiency of any Building Communication Spaces provided to the Licensee hereunder, it being acknowledged by the Licensee that all Building Communication Spaces are provided "as is" and "where is", the use of which is at the sole risk of the Licensee;
- (c) the activities of any third party, under the terms of another telecommunications access license or similar agreement, whether or not the party has been escorted while within the Building;
- (d) any claims resulting from lightning or other electrical current passing through the Building or facilities that cause any damage to the Licensee's Equipment or result in the interruption of any service by the Licensee;
- (e) the inadequacy of any utility service, or the loss of or the failure to provide any utility service save and except for the failure of the Licenser to provide reasonable prior written notice in accordance with Section 6. The Licensee acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in office buildings and the Licensee further acknowledges that it may (but is not obligated to) ensure that any sensitive Equipment in and on the Building is protected from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems and that the Licenser does not have any obligations in that regard; or
- (f) any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of use of property referred to in paragraph (a), or damage to other property, in respect of which the Licensee maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party insurer or the Licensee self insures, it being acknowledged that the Licenser, in requiring the Licensee to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licenser.

This release extends to any acts or omissions of the Licenser but not to any negligent, grossly negligent or wrongful wilful acts or omissions of the Licenser except that for damage, loss, cost

or expense referred to in paragraph (f) above, Licensor will only be responsible for any grossly negligent or wrongful wilful acts or omissions of the Licensor.

13. RELEASE BY LICENSOR

The Licensor releases the Licensee in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of use of Licensor's property in respect of which the Licensor maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party insurer or the Licensor self-insures, it being acknowledged that the Licensee, in requiring the Licensor to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licensee.

This release extends to any acts or omissions of the Licensee but not to any negligent or wrongful wilful acts or omissions of the Licensee.

14. LIENS

The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under the Licensee. The Licensee shall also indemnify, hold harmless and defend the Licensor and Owner(s) against any such liens, including the reasonable fees of the Licensor's solicitors. The provisions of this Section shall survive termination of this Agreement. All such liens shall be removed within ten (10) Business Days of notice to the Licensee to do so. The Licensor may, at the cost of the Licensee, pay money into court to obtain removal of a lien if the Licensee fails to do so, as required, and the Licensee will pay the cost to the Licensor including the amount paid into Court plus an administration fee equal to fifteen percent (15%) of the amount.

15. CONSEQUENTIAL DAMAGES – EXPANDED MEANINGS – AGENCY AND TRUST

- (a) Neither the Licensor nor the Licensee will be liable to the other (regardless of any other provision of this Agreement), in respect of any indirect, special, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised or aware of the possibility of such damages.
- (b) Wherever a release or limitation of liability is provided for under this Agreement in favour of the Licensor, it will be deemed to extend to and include the Released Licensor Persons. The Licensor acts as agent or trustee for the benefit of the Released Licensor Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.
- (c) Wherever a release or limitation of liability is provided for under this Agreement in favour of the Licensee, it will be deemed to extend to and include the Released Licensee Persons. The Licensee acts as agent or trustee for the benefit of the

Released Licensee Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.

16. ASSUMPTION OF RESPONSIBILITY AND CONTROL

The Licensor reserves its right, on behalf of and as agent for the Owner(s) of the Building (where the Licensor is not the owner thereof) consistent with the applicable decisions and rulings of the CRTC, to request the Licensee to transfer responsibility and control of the Licensee's In-Building Wire to the Owner(s) of the Building. Such transfer shall be at the sole discretion of the Licensee and on terms and conditions acceptable to the Licensee, acting reasonably. If the Owner(s) assumes responsibility and control of In-Building Wire installed by the Licensee, the Licensor (on behalf of and as agent for the Owner(s)) will be entitled to recover the reasonable costs of the maintenance and management of the In-Building Wire to the extent permitted by the CRTC.

17. ASSIGNMENT, SUBLICENSING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE LICENSEE

- (a) The Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensor which consent may not be unreasonably withheld. Despite what is stated above, the Licensor shall consent to an assignment by the Licensee of its rights under this Agreement, on a bona fide basis, to an Affiliate or to a purchaser of substantially all of the assets of the Licensee provided that: (i) the assignee executes an agreement with the Licensor to be bound by the terms of this Agreement and agrees to pay the reasonable costs of the Licensor incurred in connection with the preparation, negotiation and finalization of that agreement (the "Assumption Agreement"); (ii) the assignee provides to the Licensor those reasonable particulars which the Licensor requires in order to satisfy itself concerning the requirements stipulated above; and (iii) the Licensee executes an agreement with the Licensor confirming its agreement to remain liable, jointly and severally with the Assignee for all of the obligations under this Agreement, and that the parties provide to the Licensor reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreements mentioned above and to satisfy itself that the requirements stipulated above are satisfied.
- (b) No assignment whether to an Affiliate or otherwise, shall release the Licensee from any liability or obligation under this Agreement, unless the Licensor provides a release in writing.
- (c) Subject to Schedule "A-1", and except as required or mandated by the CRTC or as otherwise provided for in this Agreement, the Licensee will not sublicense, co-locate, share the use of, or otherwise provide the benefit of this Agreement to any third party telecommunication provider or other communication service provider and will not mortgage or encumber its rights under this Agreement in favour of any Lender without the Licensor's prior written consent, which consent will not be unreasonably withheld.

- (d) Despite what is stated above, the Licensee will be permitted to assign its rights under this Agreement to a bona fide Canadian Chartered Bank or other senior financial lending institution ("Lender"), as collateral security for any bona fide, secured financing of all or part of its business undertaking. However, this permission does not imply or allow the inference that the Licensor waives, or is willing to forbear from the exercise of its remedies under this Agreement, should an Event of Default occur, nor that any Lender will have any greater rights than the Licensee in respect of this Agreement, including but not limited to the restrictions set out in this Section 17. For clarity, this provision shall not entitle the Lender to access the Licensed Premises or any portion of the Building without first entering into an Assumption Agreement and providing Licensor with evidence that it has obtained all required permits, licenses and other governmental/CRTC approvals to operate the Communication Equipment and provide the services hereunder.

18. HAZARDOUS MATERIALS

The Licensee shall not install, bring, or use any Hazardous Substance into, upon or on the Building except telecommunications equipment batteries or other equipment, material or other items normally required in connection with the functioning of the Licensee's Equipment located in the Building in a manner and in quantities as necessary for the ordinary performance of Licensee's business in the Building, and provided that any such use is in compliance with all applicable laws. The Licensee shall indemnify and hold the Released Licensor Persons harmless from any claim, loss, cost, damage, or expense to the extent, and as a direct result of, any breach regarding the installation or use of any Hazardous Substance brought into or on the Lands or Building by the Licensee, including any and all costs incurred in remedying such breach, such indemnity to survive the expiration or earlier termination of this Agreement. The Licensee shall, at its own cost and expense, at all times comply with all applicable laws and regulations from time to time in force relating to the Licensee's use of the Building as set out in this Agreement, and the protection of the environment generally.

19. EVENTS OF DEFAULT - TERMINATION REMEDIES

- (a) Each of the following events shall be deemed to be an Event of Default by the Licensee under this Agreement:
- (i) the Licensee defaulting in the payment of any License Fee, amount, or portion thereof, or other sum of money due to the Licensor and such default continues for more than thirty (30) days, after written notification of such default by the Licensor to the Licensee, but the default rate of interest shall start to accrue on the date when the payment first comes due;
 - (ii) there is interference with the telecommunications or computer, trade, scientific, or medical equipment of the Licensor, any tenant, or any other occupant of the Building or any other telecommunications or computer devices provided in the Building, which shall be certified to the best knowledge of an expert on telecommunications equipment, chosen by Licensor, to be by reason of, or as a result of, the installation, operation,

maintenance, repair, or removal of the Licensee's Equipment, which interference is not cured within forty-eight (48) hours of the Licensee's receipt of written notice by the Licensor of such interference, or such longer period of time if required to remedy such default provided Licensee is proceeding in a diligent manner to cure same;

- (iii) the revocation of the Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Licensee's providing of such services;
 - (iv) the Licensee's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver or liquidator of the Licensee or a substantial portion of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of the Licensee;
 - (v) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Licensee under any substantial loan or debt obligation;
 - (vi) the ceasing of the Licensee to carry on business in the ordinary course;
 - (vii) any insurance policy upon the Building or any part thereof being cancelled by the insurer(s) by reason of the act or omission of the Licensee or of any assignee, subtenant, concessionaire or sublicensee of the Licensee; and
 - (viii) if the Licensee shall default in the observance or performance of any of the Licensee's other obligations under this Agreement and such default shall continue for more than fifteen (15) Business Days after written notification of such default by the Licensor to the Licensee or, where it is not reasonably possible to cure such default within fifteen (15) Business Days, the Licensee has not commenced reasonable steps to cure such default within the fifteen (15) Business Days and proceed with such actions in a diligent manner.
- (b) Upon or after the occurrence of an Event of Default the Licensor may elect to terminate this Agreement without limiting its other remedies, by providing written notice of termination to the Licensee, which termination shall be effective as of the date specified in the notice of termination. In addition to, but without limiting its other remedies, upon or after the occurrence of an Event of Default, Licensor may deny Licensee, its contractors, or subcontractors access to the Building except to the extent such access is required in the case of an actual emergency.
- (c) If the Licensor shall default in the observance or performance of any of the Licensor's obligations under this Agreement and such default shall continue for more than twenty (20) Business Days or such longer period of time if required to remedy such default provided Licensor is proceeding in a diligent matter to cure

same, after written notification of such default by the Licensee to the Licensor, the Licensee may terminate this Agreement effective as of the date specified in such notice of termination, without limiting its other remedies as against the Licensor. In the event of termination pursuant to this Section 19(c) or Section 25, the Licensor shall, on or before the effective date of termination, refund to the Licensee, provided the Licensee is not in Default, all Licensee Fees or other Fees paid in respect of the time period subsequent to the effective date of termination.

20.

RESTORATION OBLIGATIONS

- a) Provided that Licensor provides Licensee with a certificate from an officer, confirming that there is no longer sufficient space within the Entrance Link, Main Distribution Frame, or Communication Spaces, as applicable for another TSP looking to provide services in the Building, then at the expiration or earlier termination of this Agreement and at request of Licensor, at the Licensee's sole cost and expense and under the direction and supervision of Licensor's Technical Representative, without permitting the registration of any liens against title to the Lands, Licensee shall remove the Entrance Cable, In-Building Wire, and all other items of the Licensee's Equipment (except any part of it that by agreement between the Licensee and the Licensor has been acquired by the Licensor or permitted to remain by the Licensor), and all of the Licensee's personal property from the Building. This obligation to remove the Entrance Cable, In-Building Wire and all other items of the Licensee's Equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to (A) other TSP's, subject to Section 20(b) below, and/or (B) subscribers to the Services in the Building. In the case of (B) herein before described, the parties shall enter into a new telecommunications access agreement or extend the Term of this Agreement to the extent permitted by law until the CRTC mandate ends and Licensee ceases to provide any Services within the Building. If any property that is required to be removed is not so removed within a reasonable timeframe proportionate to the scope of work, time being of the essence, the property may, at the Licensor's sole option, (i) be removed and stored by the Licensor at the Licensee's expense (and the Licensee will pay an administration fee equal to fifteen percent (15%) of the expense), or (ii) become the property of the Licensor without compensation to the Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of the Licensee's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of all or any part of the In-Building Wire, Entrance Cable, and Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, the Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to fifteen percent (15%) of the cost. The Licensee will provide to the Licensor upon completion of the

removal of all or any part of the In-Building Wire, Entrance Cable, and the Licensee's Equipment a report confirming completion of the removal in accordance with this Agreement.

- b) If due to CRTC mandated obligations upon the Licensee to provide services to other TSPs utilizing Licensee's Equipment, the Licensee is not required by Section 20(a) to remove the Entrance Cable or other items of the Licensee's Equipment which are required to be left in place to support another TSP (such remaining equipment/items being hereinafter collectively referred to as "Exempted Items") then despite the expiration or termination of the Term of this Agreement, all of the obligations of the Licensee and the Licensors under this Agreement will continue in full force and effect in respect of the Exempted Items until the CRTC mandate ends and Licensee no longer provides services to other TSPs or if Subsection 20(b.1) applies. For clarity, if no other TSP is using all or any of the Exempted Items (including Licensee's Entrance Cable) as of the expiration or earlier termination of this Agreement, then Licensee shall be required to remove such equipment in accordance with in Section 20(a) above.

- (b.1) Notwithstanding the foregoing, so long as, and to the extent that (i) the other TSP as described in Section 20(b) above assumes ownership, responsibility and control of the Exempted Items, (ii) the other TSP becomes bound by a telecommunications access agreement with the Licensors, or a successor of the Licensors, and (iii) Licensee does not require access to the Building, then the Licensee will be exempted from all of its monetary and non-monetary obligations, liabilities, and responsibilities under this Agreement in respect of the Exempted Items. Such exemption includes, but is not limited to, the obligation to remove the Exempted Items. For clarity, where this Agreement must stay in effect beyond the Term, as extended, due to a CRTC mandate, then this Agreement shall only be deemed to have terminated or expired when no other condition exists which would require Licensee to have access to the Building or require any of Licensee's Equipment to remain in the Building after the expiration or earlier termination of the Term, as extended.

- c) Once per calendar year at the expense of the Licensors, may request Licensee to remove decommissioned Licensee Equipment by providing an audit report (prepared at the expense of Licensors) detailing the particulars of the Licensee Equipment requested to be removed (the "Removal Request"). Licensee will schedule a meeting between the Licensee and the Licensors to review the Removal Request, and agree upon the timing to the Removal Request based on Licensee use of such equipment as reasonably required by the Licensee. The Licensee will at Licensee's expense promptly start the removal of decommissioned Licensee Equipment under the direction and supervision of Licensors's Technical Representative following mutual agreement between the Licensors and the Licensee on the Removal Request. Licensee will diligently

and continuously work to remove the decommissioned equipment within a timeframe proportionate to the scope of work. Licensee will issue a bi-weekly progress report during the removal of the decommissioned Licensee Equipment. Following completion of the removal, Licensor will inspect the Licensed Premises and confirm that the Removal Request has been completed. If the Licensee fails to respond to the Removal Request or complete the removal in a timely manner, the Licensor may perform such work at the expense of the Licensee, plus an administration fee of 15% (fifteen percent).

21. LICENSOR'S ALTERATIONS

Despite anything else in this Agreement, the Licensor may, at any time, make any changes in, additions to or relocations of any part of the Building; may grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building, may close all or any part of the Building to such extent as the Licensor considers necessary to prevent the accrual of any rights in them to any persons; and the Licensor may also make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by the Licensee) which serve any part of the Building. No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

22. NOTICES

Any demand, notice or other communication to be made or given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date of delivery, provided that delivery is made before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated on the Information Page. Notices given by electronic means will not be considered to have been given in writing unless a hard copy is delivered within five (5) days of delivery of electronic notice.

23. LICENSEE'S EQUIPMENT TO REMAIN PERSONAL PROPERTY

Except as otherwise provided in this Agreement, the Licensee's Equipment, Entrance Cable and In-Building Wire shall remain personal property of the Licensee although it may be affixed or attached to the Building, and shall, during the Term of this Agreement, or any Extension Term, and upon the expiration of this Agreement belong to and be removable by the Licensee.

24. LICENSE ONLY

This Agreement provides for the granting of licenses only and the Licensee acknowledges that the Licensee does not and shall not claim any interest or estate of any kind or extent whatsoever in the Building, Communications Spaces, or Equipment Room by virtue of this Agreement or the Licensee's use of the Building, Communications Spaces or Equipment Room. The relationship between the Licensor and the Licensee shall not be deemed to be a "landlord-tenant" relationship and the Licensee shall not be entitled to avail itself of any rights afforded to tenants at law.

25. LIMITATION OF LIABILITY

The obligations of the Licensor under this Agreement shall no longer be binding upon the then current Owner(s) if such Owner(s) sells, assigns or otherwise transfers its interest in the Building as owner or lessor as of the effective date of such sale, assignment or transfer, (or upon any subsequent licensor or owner after the sale, assignment or transfer by such subsequent licensor). If there is such a sale, assignment or transfer, the Licensor's obligations hereunder shall be binding upon the grantee, assignee or other transferee of the interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed those obligations. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. For greater clarity, nothing in this Section releases the Licensor from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

26. SPECIFIC TERMINATION RIGHTS

In addition to the other termination rights provided to it in this Agreement, either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the other party:

- (a) where the Building or part thereof has been destroyed, or damaged to such an extent that it is not feasible to repair it within a period of one hundred and eighty (180) days after the damage;
- (b) where the Licensed Premises or the Communications Spaces become damaged and, it is not technically or economically feasible to restore them within ninety (90) days after the damage;
- (c) where the Building or part thereof is expropriated by a lawful authority;
- (d) where the Licensor wishes to redevelop, or otherwise alter the Building or part thereof in such a manner as to, in the Licensor's sole opinion, make the relocation of any part of the Licensed Premises or the Licensee's Equipment not feasible;
- (e) the Licensee no longer provides Licensee Services in the Building;
- (f) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the provisioning of Licensee Services or any other matters required by the Licensee to provide Licensee Services; or
- (g) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC.

27. ESTOPPEL CERTIFICATES

The Licensee will provide to the Licensor from time to time, within ten (10) Business Days of the Licensor's written request in each case, at no cost to the Licensor, a statement duly executed by

the Licensee confirming that this Agreement is in good standing confirming, the Fees payable and the Fees actually paid to any date specified by the Licensor for the statement confirming the Commencement Date, the Term, any Extension Term to which it claims to be entitled, and any other information that the Licensor reasonably requests pertaining to this Agreement or Building.

28. LICENSOR'S AUTHORITY

The Licensor represents that it has full authority to execute this Agreement on behalf of, and as the Owner(s). Notwithstanding anything else contained herein, the obligations of the "Licensor" under this Agreement, whether express or implied, are the obligations of the Owner(s) and not the Licensor itself except to the extent it is an Owner.

29. SEVERAL OBLIGATIONS - NON-RECOURSE

The liability of each of the Owner(s) where there are more than one, is several and not joint, or joint and several and is limited to the interest of the Owner(s) from time to time in the Building.

30. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties.

31. LICENSEE'S REPRESENTATION

The Licensee represents to the Licensor and acknowledges that the Licensor relies upon this representation and would not have entered into this Agreement but for that representation, that, the construction, design and operation of the Licensee's Equipment will include upon connection, redundant and back-up features so that the risk of damage, malfunction or disruption of the Licensee's Equipment disrupting service to customers or other third parties utilizing the Licensee's Equipment (except for telecommunication services between (i) the customers of the Licensee or the customers of telecommunication service providers that lease local loops from the Licensee to serve customers within the Building and (ii) persons communicating with those customers) is minimized.

32. FORCE MAJEURE

Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall include, but is not limited to: any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotion or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause or event beyond the reasonable control of such party, and which, by the exercise of due diligence, such

party could not have prevented, but lack of funds on the part of such party shall not be deemed to be a force majeure.

33. IMPLIED WAIVERS

A waiver by the Licensor or the Licensee of any breach of the terms, covenants and conditions of this Agreement shall not be deemed to be a waiver of the term, covenant or condition or of any subsequent breach of it or any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to have been waived unless the waiver is in writing and signed by the party purporting to provide such waiver, and then only to the extent provided for in the written waiver.

34. SEVERABILITY

If any provision of this Agreement or any part of a provision is found to be illegal or unenforceable then it will be severed from the rest of this Agreement and the rest of this Agreement will be enforceable, accordingly, except where the severance of such provision or part thereof shall result in the purpose and intent of the Agreement being frustrated or materially or adversely different from that of the Agreement prior to such severance. In the latter instances, either party may terminate this Agreement upon providing a minimum of thirty (30) days prior written notice to the other party.

35. HOLDING OVER

If the Licensee continues to use any part of the Building after the expiry of the then applicable Term without the Licensor's prior written consent, then, without limiting the Licensor's other remedies, (including the right to evict the Licensee) the License Fee payable in respect of the Building will be one hundred and fifty percent (150%) of the License Fee which applied during the last year of the Term or Extension Term, as the case may be, (the "**Holdover Fee**") subject to pro-rating, however, should the unauthorized use continue for less than the full year. Notwithstanding the foregoing, so long as Licensor and Licensee are, in good faith, negotiating a new license agreement with respect to Licensor's operations at the Building or a further extension of this Agreement, then for the first six (6) months following the expiration of the then applicable Term, the License Fee payable by Licensee for such six (6) month period shall be one hundred and three percent (103%) of the License Fee payable in the last year of the then applicable Term. If Licensor and Licensee have not reached an agreement for a new license or a further extension of this Agreement after the aforementioned six (6) month period then Licensee shall immediately commence paying the Holdover Fee.

36. DISPUTING CHARGES

The Licensee may only dispute any amount demanded or invoiced under this Agreement if it does so by written notice stating the details and basis of the objection within sixty (60) days after receipt of the demand or invoice, failing which it will be deemed to have accepted the demand or invoice.

37. UNIT HOLDER LIABILITY

IF LICENSOR OR ANY ASSIGNEE OF THE BENEFICIAL RIGHTS OF LICENSOR IS EVER A REAL ESTATE INVESTMENT TRUST (A “REIT”), THEN LICENSEE ACKNOWLEDGES AND CONFIRMS THAT THE OBLIGATIONS OF LICENSOR HEREUNDER ARE NOT AND MAY NOT BE BINDING ON A TRUSTEE OF THE REIT, ANY REGISTERED OR BENEFICIAL HOLDER OF ONE OR MORE OF THE UNITS OF THE REIT (“UNIT HOLDER”) OR ANY ANNUITANT UNDER A PLAN OF WHICH SUCH UNIT HOLDER ACTS AS TRUSTEE OR CARRIER OR ANY OF THE OFFICERS, EMPLOYEES OR AGENTS OF THE REIT AND THAT RESORT SHALL NOT BE HAD TO, NOR SHALL RECOURSE OR SATISFACTION BE SOUGHT FROM, ANY OF THE FOREGOING OR THE PRIVATE PROPERTY OF ANY OF THE FOREGOING AND, FOR CLARITY, LICENSEE’S RECOURSE SHALL BE LIMITED TO LICENSOR’S INTEREST IN THE BUILDING.

38. GOVERNING LAW

THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE PROVINCE IN WHICH THE BUILDING IS SITUATED AND ALL FEDERAL LAWS APPLICABLE THEREIN.

39. CONFIDENTIALITY

Licensor agrees, to keep confidential, any information Licensee provides to Licensor with respect to the customers it provides Services to within the Building or with respect to other TSPs using Licensee’s Equipment and shall not disclose such information unless (i) compelled by judicial or regulatory process or otherwise by law, including without limitation any disclosure made in the ordinary course of Licensor’s business reporting requirements, (ii) such information has already been made public through no fault of Licensee, or (iii) disclosed within Licensee’s organization or to its representatives (including without limitation its contractors, advisors, lenders, brokers, accountants, or directors) on a need to know basis.

Licensee agrees not to disclose the terms of this Agreement to any one except as same may be required through applicable law, judicial or legal process or to Licensee’s auditors, and financial and/or legal advisors.

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IN WITNESS WHEREOF, the Licensor and the Licensee have executed this Agreement in multiple original counterparts as of the day and year first above written.

55 YONGE PORTFOLIO INC.

Per: _____

Name:

Title: Executive Vice President, Corporate Development

I have authority to bind the Corporation.

I have authority to bind the Corporation.

BELL CANADA

(Licensee)

Per: _____

Name:

Title: Senior Specialist, Asset Manager

I have authority to bind the Corporation

SCHEDULE “A”

LOCATION PLAN FOR LICENSED PREMISES

SCHEDULE “A-1”

SPACE CONSOLIDATION

In this Schedule “A-1” the following definitions apply:

“Co-location”: a relocation permitted by this Schedule “A-1” of Related Party Equipment or Communications Equipment.

“Combined Area”: the total floor area occupied by the Licensed Premises or the Related Party Space after a Co-location resulting from a Co-location.

“Corporate Change”: a corporate reorganization, amalgamation, merger, acquisition, divestiture or other corporate asset change, structural or organizational change involving the Licensee or a Related TLA Party where the change becomes effective after the date of this Agreement and the Related TLA Party is an Affiliate of, becomes an Affiliate of, or is merged or amalgamated with the Licensee.

“Minimum Area” : the minimum area upon which the annual License Fee is based under this Agreement, or upon which the TLA Fee is based if, in either case, the actual floor area of the Licensed Premises or the Related Party Space is less than the minimum area.

“POP Room Equipment”: cabinets, racks electronic equipment, panels and other equipment intended to provide telecommunications services to tenants and occupants of the Building.

“Related Party Equipment”: POP Room Equipment owned by a Related TLA Party and installed in Related Party Space.

“Related Party Space”: space leased or licensed to a Related TLA Party to house Related Party Equipment.

“Related TLA Party”: a corporation, other than the Licensee, that is bound by a TLA and is involved in a Corporate Change.

“TLA” an agreement with the Licensor, or the Owner(s) under which a licensee or tenant is permitted to operate or install POP Room Equipment in a Related Party Space.

“TLA Fee”: the annual minimum or basic license fee payable under a TLA.

If, as the result of a Corporate Change, the Licensee determines that the Communications Equipment, or that Related Party Equipment is redundant, then the Licensee, on at least thirty (30) days notice to the Licensor may:

- (a) at its cost, relocate the Communications Equipment to the Related Party Space, or permit the Related TLA Party to relocate its Related Party Equipment to the Licensed Premises;
- (b) terminate this Agreement; or
- (c) if the Licensee has become the licensee or tenant under the TLA, terminate the TLA between the Licensor and the Related TLA Party.

If a Co-location occurs, all costs reasonably incurred by the Licensor to alter the Building space, facilities or equipment to accommodate the Co-location will be recoverable by the Licensor as Recoverable Costs. The Licensed Premises or the Related Party Space will only be increased in size or reconfigured if appropriate space is available in the Building. On the occurrence of a Co-location, the Licensee will no longer have any right to occupy the Licensed Premises, unless the Related TLA Party gives up its right to occupy the Related Party Space.

On the first day of the month following the month in which a Co-location occurs, the License Fee may, at the Licensee's option, be adjusted as follows:

- (i) if both the License Fee and the TLA Fee are based on Minimum Areas, and the Combined Area is sixty (60) square feet or less, the License Fee will be increased so that it is based on sixty (60) square feet but so long as the TLA Fee, based the Minimum Area under the Related TLA Party continues to be paid it will be credited against that License Fee;
- (ii) if Related Party Equipment is relocated to the Licensed Premises and the Combined Area is greater than sixty (60) square feet, then the Combined Area may be reduced by thirty (30) square feet for the calculation of the License Fee, so as long as the Related TLA Party pays a TLA Fee based on at least thirty (30) square feet; or
- (iii) if the Communications Equipment is relocated to the Related Party Space and the Combined Area is greater than sixty (60) square feet, then the License Fee will be calculated on only thirty (30) square feet as long as the TLA Fee is calculated and paid based on the Combined Area less thirty (30) square feet.

If this Agreement is terminated or the TLA with the Related TLA Party is terminated, then the License Fee or the TLA Fee, as the case may be, will be adjusted if necessary so that it is calculated on at least sixty (60) square feet.

SCHEDULE “A-2”

EXHIBIT “1”

RECOVERABLE COSTS

The Recoverable Costs are the costs of:

- (a) architectural, mechanical and electrical consulting fees to provide or review architectural, electrical and heating, ventilating and air-conditioning design for construction of additional main terminal room or point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of the Licensee’s Equipment;
- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Licensee’s requirements;
- (c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for the Licensee’s Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch (if and as applicable);
- (d) the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of the Licensee;
- (e) construction for additional space or reconstruction or modification of existing space to accommodate the Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of the Licensee including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;
- (f) any other reasonable costs of facilitating the initial set up and end of term removal/decommissioning of the Licensee’s operations within the Building, but only to the extent such removal/decommissioning is required by the terms of this Agreement;
- (g) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 7(a); and
- (h) inspections and investigations related to Licensee’s Equipment and Licensee’s operations in the Building.

The Licensee acknowledges and confirms that the Licensor has retained, and may in the future retain, the services of an independent Technical Representative to provide independent telecommunication engineering and consulting services (“Consultant Services”) at the Building.

The Licensee acknowledges and agrees that any commercially reasonable costs attributable to the Licensee’s activities within the building serving its subscribers, in connection with Consultant Services provided at the Building, shall be Recoverable Costs.

SCHEDULE “B”

TELECOMMUNICATION WIRING AND CONSTRUCTION MANAGEMENT (“TWCM”)

This document is subject to change without notice. Licensee is required to request the current form of TWCM, Loading Dock Procedures and Building Contact List prior to beginning any project. In the event of any conflict between the terms of the Agreement and any of the provisions of this TWCM, the provisions of this Schedule shall prevail.

Any person wishing to install and/or modify in-building telecommunication cabling, conduit, and/or equipment in the Building must adhere to the following installation specifications unless otherwise directed, in writing, by Licensor or its technical advisor (“Advisor”), if any. The information provided herein is to be read, interpreted and applied using the manufacturer’s instructions for installation and all applicable governmental laws and regulations.

Where a third party, service technician, installer, worker or contractor (collectively, “Contractor”) is performing work on behalf of Licensee, Contractor shall be bound by all the provisions of the Agreement and perform all obligations of any kind whatsoever which Licensee is obliged to perform under the Agreement or otherwise in respect of the Building. Licensee is solely responsible for advising Contractor of such.

Documentation

Any person wishing to install and/or modify in-building telecommunication cabling, conduit, and/or equipment must provide the following documentation for review and written approval of Licensor and/or Advisor prior to commencement of the work:

1. Drawings, specifications, and statement of the work (collectively known as the “SOW”) to be performed in a manner acceptable to Licensor and/or Advisor. The SOW must sufficiently describe the following:
 - a. Drawings (see examples in Appendix B);
 - b. The start and end points of the cabling and/or conduit;
 - c. The type of cabling to be installed;
 - d. The detailed route the cabling will take through the Building; and
 - e. The location of any telecommunication equipment;

without relieving Licensee of the obligation to provide the foregoing when necessary, Licensor shall act reasonably in waiving the foregoing requirements, in whole or in part, where Licensee is simply performing a Cross Connection in order to facilitate services to a new customer (i.e. tenant(s) in the Building);

2. Proof of insurance by a recognized insurance company in Canada in form and amount satisfactory to Licensor in accordance with the Agreement;
3. Proof of workman's compensation insurance appropriate for the province of work;
4. Letter of Authorization from Licensee if sub-trades are contracted to perform all or any part of the SOW;
5. Proof of technical competence. Contractor performing work on any backbone or horizontal communication infrastructure will be performed and certified by an approved Certified System Vendor (CSV) or equivalent (examples of which include Belden, Commscope, Panduit, TE, etc.);
6. A complete list of contacts during and after the construction phase to Licensor;
7. A copy of all building permits which, for clarity, shall be arranged for and paid by Licensee, if applicable, in the city or province of work;
8. Details of any delivery requirements;
9. If applicable, Licensor's form of Building Work Permit;
10. Copy of the service provider's health and safety policy, if requested by Licensor;
11. Three (3) complete sets of construction drawings and specifications are required to be delivered to Licensor prior to construction; and
12. Any changes to the design must be approved in writing by Licensor and Advisor (see separate section below).

Approval for Construction

No construction or installation may commence without: (i) providing the information listed above under the section entitled "Documentation"; and (ii) the prior written approval of Licensor and/or Advisor.

Upon receipt of written approval by Licensor and/or Advisor, a date and time for the start of the SOW shall be mutually determined by the parties. Licensee shall provide a timeline, including, without limitation, the proposed completion date of the SOW.

If Licensee or Contractor commences construction prior to: (i) providing the information listed above under the section entitled "Documentation"; (ii) obtaining the prior written approval of Licensor and/or Advisor; or (iii) fails to adhere to the methods and procedures set out in this TWCM, Licensee or Contractor shall be removed from the job site at the sole discretion of Licensor and/or Advisor.

Loading Dock Procedures

Licensee and Contractor will follow Licensor's rules and regulations for use of the Building's loading dock, if any. In the event of conflict between the procedures below and procedures detailed for the Building, the most stringent and recent requirements will apply. The rules and regulations may change without notice.

1. Parking in the loading dock area is not permitted.
2. All deliveries are to be made through the loading dock (or where there is no loading dock, though such alternate entrance as designated by Licensor) and freight elevators only, as designated by Licensor. No deliveries are to be made through the front door unless designated by Licensor as per above.
3. Licensee and Contractor are to receive their own deliveries. The dock master, security, or Licensor's employees will not accept or sign for shipments.
4. Storage is not permitted anywhere in the Building.
5. Licensee and Contractor will supply their own carts for hauling and handling materials. Only soft rubber wheeled units are permitted.
6. Licensor will repair damage to the Building at Licensee's expense as a Recoverable Cost.
7. Oversized deliveries may be requested through Licensor for off-street loading. Any street permits required are the sole responsibility and cost of Licensee.

General Rules and Regulations

Licensee and Contractor will adhere to Licensor's construction rules and regulations. In the event of conflict, the most stringent and recent requirements will apply. The rules and regulations may be amended from time to time without notice.

1. Contractor shall follow the Industry Standards and guidelines outlined in Appendix A at all times.
2. Use of the service elevator, if any, is subject to availability and is to be arranged with Licensor a minimum of one (1) full business day in advance.
3. The installation and construction shall not interfere in any way with the day to day operations of the Building.
4. All power, heating, fire alarm and sprinkler shut downs are to be requested a minimum of two (2) full business days in advance, and shall be subject to Licensor's prior written approval, in its sole discretion.
5. Licensee and Contractor must supply all necessary tools and material to perform and test the work detailed in the SOW.
6. Licensee and Contractor must remove all debris and excess material from the site at the end of each work day. All common area spaces are to be cleaned and vacuumed at the end

of the day. Licensee and Contractor are not permitted to use the Building's waste bins. Any cleaning work performed by Licensor will be charged back to Licensee as a Recoverable Cost.

7. Licensee and Contractor will adhere to all rules and regulations and requests to adhere to Licensor's environmental policies and practices.
8. Licensee and Contractor are not permitted to post any sign of advertising in connection with the work, unless approved in writing by Licensor.

Hours and Standards of Work

1. All work will be performed only during the days and times permitted by Licensor and mutually agreed upon by Contractor and Licensor.
2. Work Hours are defined as 8:00 a.m. to 6:00 p.m. Monday to Friday, excluding holidays.
3. Work completed outside of Work Hours or during Work Hours which require Licensor's supervision, in Licensor's discretion, will be charged a supervision fee at a rate determined by Licensor and charged back to Licensee as a Recoverable Cost.
4. Licensor will repair damage to the Building caused by Licensee or Contractor as a Recoverable Cost.
5. Licensee and Contractor are not to discuss any aspect of the project with tenants. All questions from tenants are to be referred to Licensor. Workers are to be cordial and polite to tenants at all times. Tenants shall be permitted to use elevators in priority to Licensee and Contractor.
6. Unprofessional behavior will result in Licensee and/or its Contractor being removed from the site without notice. Noise is to be kept to a minimum, all doors are to be kept shut at all times.
7. Work interfering with the ongoing business of other tenants or resulting in tenant complaints shall cease upon verbal notification by Licensor.
8. Noisy or odorous work shall not be completed during Work Hours and if such occurs, shall cease upon verbal notification by Licensor. Licensee shall schedule a time outside Work Hours to complete such work and Clause 3 of this Section shall apply.
9. When welding, sanding, painting or using any products that may give off fumes, Licensee and Contractors are required to use drop sheets and to seal off doors and ventilation shafts to prevent these fumes from permeating to other areas of the Building.
10. All cleaning of paintbrushes and related material will be done in such location designated by Licensor (and for clarity, not in the washrooms).
11. All core drilling done will require an x-ray or scan (with a Hilti PS1000 scanner or other such scanner directed to be used or approved by Licensor in its sole discretion) of the floor

slab, outside of Work Hours (in accordance with Clause 3 of this Section), to determine if structural or electrical systems may be affected. A minimum of forty-eight (48) hours advance written notice is required to schedule such x-ray or scan.

12. For all conduits, floor slab (top and bottom) and firewalls are to be sealed with a fire rated sealant.
13. Should any dust or smoke be anticipated as part of the SOW from demolition, cutting of wood or grinding of metal, Contractor shall notify Licensor before and after completing such work. This is very important to prevent false fire alarms. Media filters shall be installed over the return air ducts and maintained as required, by Licensee.
14. The use of cranes is to be arranged with Licensor a minimum of one (1) week in advance.
15. Licensor reserves the right to suspend or stop any work at its sole discretion.

Security

All work in the Building will follow the procedures listed below to ensure the security of all service providers' equipment and to maintain the integrity of Licensor's and tenants' assets.

1. Identification must be provided by Contractor. Access to the Building will be arranged prior to construction, keys (if any) to the Building will be signed out at the beginning of each work day and returned at the end of each work day. Licensor is permitted to require each person working for Contractor to leave identification with Licensor's security officer to ensure cards/keys are returned at the end of each day.
2. Contact number must be provided so that Contractor may be contacted at any time while in the Building.
3. Licensor is not responsible for any tools or equipment left behind.
4. Licensee and Contractor must respect the real estate, equipment and cabling of other service providers, tenants and Licensor.
5. Licensee will ensure that employees and Contractors do not enter the Building without prior authorization to perform the work and proper identification.

Workmanship

1. Jumpers will be installed in a designated location and deleted circuits will have jumpers removed.
2. Any obsolete or abandoned cables are to be completely removed back to their source, subject to the other terms and conditions of this Agreement.
3. Any new cables, circuits, conduits, pull boxes, or equipment (including meters) will be mechanically labeled indicating the date of installation, the tenant, the circuit number, the

service provider, “to” and “from” locations for all cables, the project number, or as directed by Licensor.

4. All conduits and/or cables will be mechanically labeled as described in Clause 3 of this Section at both ends, every 10 meters, and before and after any wall or floor penetration.
5. All multi-strand fibre optic cables will be mechanically labeled as described in Clauses 3 and 4 of this Section in addition to using manufactured identification tags, fastened 100 mm to cabling opening.
6. Manufactured caution labels identifying fibre optic cable will be fastened to ensure awareness of its fragility.
7. When installing cables that terminate in a common space (electrical and/or telecommunication room), a designated wall or floor location shall be approved by Licensor or Advisor and detailed as part of the SOW.
8. Licensor will repair structural elements damaged or degraded unnecessarily by the service provider, their employees, or their Contractor at Licensee’s expense as a Recoverable Cost.
9. All pull strings will be replaced when adding new cables in conduit with test rating of ninety (90) kilograms (two hundred (200) lbs) minimum.
10. Cables will not be supported from existing cable bundles, conduits straps, plumbing, sprinkler pipes, suspended ceiling structures and supports, or placed on top of ductwork, other inappropriate hardware, or base building equipment. (Cabling is to have its own support system such as conduit, cable tray, J-hooks, etc...).
11. Cables will not be run on the outside walls, along windows, in air ducts, fire dampers, or any other type of exterior surface.
12. All cables are to be run parallel to the building lines. Where required, cables will run perpendicular to join the buildings lines.
13. All cabling will be concealed behind existing finished walls and ceilings wherever possible. Where not possible, cable concealment solutions will be proposed and submitted for approval by Licensor prior to installation.
14. All horizontal cabling in the telecommunication rooms will be run above the backboard.
15. A maximum of five (5) meters of coils is permitted in the telecommunication rooms to be placed above the backboard. No coiling of cables is permitted in cable trays.
16. Conduits and cable will be installed neatly and securely so as not to interfere or make inaccessible for servicing any existing installations or base building equipment.
17. Licensor or its Advisor will inspect the telecommunications rooms upon completion of the work and regularly throughout construction. All deficiencies will immediately be corrected by Licensor at Licensee’s expense as a Recoverable Cost.

18. CSA/ULC approved firestop assemblies must be used or replaced during the installation or removal of telecommunications cables. This may include fire rated walls, or vertically between floors. When entering through an existing firestop system, the integrity of the firestop system must be re-established upon completion of the installation.
19. Licensor reserves the right to require roof protection under antennas, satellites or rooftop equipment.

Health and Safety

Licensee and Contractor will follow Licensor's health and safety rules and regulations. In the event of conflict, the most stringent and recent requirements will apply. The rules and regulations may be amended from time to time without notice.

1. Licensee and Contractor shall provide to Licensor written "Safe Working Procedures" for all work being completed that involves Fall Protection equipment, Lock Out/Tag Out equipment, hydraulic equipment and any work that has any amount of risk or hazard involved. Licensor and/or Advisor will outline what "Safe Working Procedures" are required for the project prior to the project commencing.
2. Licensee and Contractor shall provide proof of valid "Working at Heights" certification for all staff working on site at any time by means of a photocopy of the Working at Heights Certification card and a copy of photo identification at time of signing contract. Both these documents may be returned to Contractor or shredded by Licensor once the project is complete.
3. Licensee and Contractor shall provide Licensor with a copy of their company's Health & Safety policy manual at time of signing contract.
4. Licensee and Contractor shall review and ensure that all staff and subcontractors working for their companies will abide by Licensor's Health & Safety policies and will sign Licensor's Contractor Health and Safety Acknowledgement form at time of signing contract.
5. Where projects exceed fifty thousand dollars (\$50,000.00), it is Licensee's and Contractor's responsibility to submit a "Notice of Project" to the Ministry of Labour and provide Licensor with a copy of this notice at time of signing contract.
6. Licensee and Contractor to provide written notification if one or more employees who are working onsite changes from the original group at the time of contract signing.
7. Where required, Licensee and Contractor are to obtain all required permits and provide Licensor with a copy.
8. Where a certified electrician, plumber, gas fitter, steam fitter sheet metal, refrigeration or Air Conditioning mechanic is required, Licensee and Contractor shall provide to Licensor proof of certification in the form of a photocopy of that license or certification. Where minor repairs involving the above-mentioned trades are called upon, Licensee and

Contractor must provide evidence of competency as witnessed by the Licensor and/or Advisor.

Changes to Scope of Work & Closeout Documentation

1. No changes or additions to the SOW will be made without the prior written approval of Licensor and/or its Advisor.
2. When a request to implement a change is necessary, requests for such will be forwarded to Licensor and/or Advisor in writing complete with all information reasonably required by Licensor.
3. Licensee will forward the following information to Licensor within thirty (30) days of project completion:
 - a. Work completion confirmation including the completion date in writing.
 - b. Final project report including a copy of each of the following:
 - i. As-built drawings showing all cable and conduit runs clearly labeled.

Appendix A
Industry Standards
(as noted below or latest editions)

Telecommunications Industry Association (TIA):

ANSI/TIA-606-B, Administration Standard for Commercial Telecommunications Infrastructure (and all associated addendums).

ANSI/TIA-607-C, Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises.

ANSI/TIA 568.0-D, Generic Telecommunications Cabling for Customer Premises.

ANSI/TIA-568.1-D, Commercial Building Telecommunications Infrastructure Standard.

ANSI/TIA-568-C.2, Balanced Twisted-Pair Telecommunications Cabling and Components Standard (and all associated addendums).

ANSI/TIA-568-C.3 Optical Fibre Cabling Components Standard (and all associated addendums).

ANSI/TIA-526-14-C, Optical Power Loss Measurement of Installed Multimode Fiber Cable Plant; Modification of IEC 61280-4-1 edition 2, Fiber-Optic Communications Subsystem Test Procedures- Part 4-1: Installed Cable Plant- Multimode Attenuation Measurement.

ANSI/TIA-569-D, Telecommunications Pathways and Spaces.

ANSI/TIA-598-D, Optical Fiber Cable Color Coding.

Building Industry Consulting Services International (BICSI):

BICSI Telecommunications Distribution Methods Manual (Latest Edition).

BICSI Information Transport Systems Installation Manual.

BICSI Customer Owned Outside Plant Manual (Latest Edition).

BICSI-Network Design Reference Manual.

BICSI-Wireless Design Reference Manual.

ANSI/NECA/BICSI 568-2001 Installing Commercial Telecommunications Cabling