

ANNEX J

ACCESS TO CROWN PROPERTY FOR TELECOMMUNICATIONS SERVICES

1. ACCESS

1.1 Equipment Area and Use

(a) Canada grants to the Contractor, for the Contract Period, access:

(i) To install, maintain, operate, repair, replace, and remove, at the Contractor's sole expense and risk, "**Communications Equipment**" (defined as the cabinets, racks and other electronic equipment specified in Schedule A), on and In the Equipment Area (as specified in Schedule B) , on the lands and buildings defined In the Contract for the supply of telecommunications services (the "**Property**");

(ii) To Install, maintain, operate, repair and replace, at the Contractor's sole expense and risk, pertain "**Connecting Equipment**" (the cables, conduits, inner ducts, connecting hardware and other passive equipment, as specified and described in Schedule A) together with the right to pull that Connecting Equipment through the Property's "**Entrance Link**" (defined as the core sleeve penetration through the Property foundation) and through other "**Property Communications Spaces**" (defined as the telecommunications pathways necessary to reach from the Entrance Link to the Contractor's Equipment Area in the Building and from the Equipment Area to the Contractor's customers, as may be necessary to provide telecommunications services to the Contractor's customers, as designated and approved by Canada). The Contractor's Communications Equipment and the Contractor's Connecting Equipment are collectively referred to in these provisions as the "**Contractor's Equipment**", and the Entrance Link, Property Communications Spaces and Equipment Area are collectively referred to as the "**Access Area**";

(iii) To use Canada's existing telecommunications wiring, if available, consistent with the most current CRTC guidelines (or, if there are no CRTC guidelines, consistent with best practices within the Industry) for use of such wiring, in order to connect the Contractor's Equipment to the users located In the Property. Canada may permit use of existing Property Entrance Link and existing Property wiring only to the extent that Canada has the possession of and authority to allow such use of these facilities. In no event will Canada be obligated to provide the Contractor with use of facilities to the extent that it does not own, control, or have authority to allow that usage; and

(iv) For right of ingress and egress for the Contractor's employees, servants and agents, customers and invitees, and the use of the elevators, entrances lobbies, hallways, stairways, driveways, common loading and stopping Equipment Areas in and about the Property, the "**Common Equipment Areas**".

(b) Canada will provide floor space in the Property and in a location designated by Canada (the "**Equipment Area**"). Canada has the right, In its sole discretion, to reasonably limit the type, size and location of the Contractor's Equipment located in the Property.

(c) The access granted is not exclusive. Canada has the right to grant, renew or extend similar rights to others.

(d) The Contractor must use the Access Area solely for the purpose of providing Canada with telecommunications services ("**Permitted Use**"). The Contractor is expressly forbidden to serve

other properties or other users from this location without the prior written permission of Canada. Additional fees and conditions may be required, as agreed to between the Parties, for using the Contractor's Equipment Area as a service point for other properties outside the Property.

(e) The Contractor acknowledges that the Contractor does not and must not claim at any time any interest or estate of any kind or extent whatsoever in the Property, Property Communications Spaces, or Equipment Area by virtue of these provisions or the Contractor's use of the Property, Property Communications Spaces or Equipment Area. The Contractor further acknowledges that in no event will the relationship between Canada and the Contractor be considered to be a landlord-tenant relationship and that in no event will the Contractor be entitled to avail itself of any rights afforded to tenants under the laws of the Province that govern the Contract.

1.2 Inspection

Canada makes no warranty or representation that the Access Area or the Property is suitable for the Contractor's use. The Contractor therefore acknowledges and agrees that access to the Equipment Areas are being provided on an "as is" basis in the then-existing condition. There is no covenant, agreement, promise, representation, warranty, condition or undertaking, whether expressed or implied, collateral or otherwise, whether oral or written, by or binding on Canada or any agent or any representative or any other person with respect to any zoning, use, development, alteration or decoration, or installation of equipment or fixtures in or in connection with the Access Area or any part, unless expressly set forth in these provisions.

1.3 Contractor's Warranty

The Contractor warrants that the operation of the Contractor's Equipment will not interfere with the operation of any existing radio or telecommunication equipment installed in the Property, nor will the operation of the Contractor's Equipment interfere with the use and enjoyment of the Property by any other occupant of the Property and their employees, customers and invitees. If the operation of the Contractor's Equipment does interfere with the operation of any existing radio or telecommunication equipment installed in the Property, and if the Contractor fails to remedy this condition within 24 hours after notice by Canada, then Canada may, in addition to its rights under Section 4.2 of these provisions, enter into the Equipment Area and remedy the condition giving rise to the interference and the Contractor must pay to Canada the cost of doing so, plus a sum equal to 15% of the cost representing Canada's overhead.

1.4 Telecommunication Management

(a) The Contractor acknowledges and agrees that Canada will have the right, but not the obligation, to co-ordinate, restrict, enforce and approve all third party riser management firms who wish access to the building's risers. The Contractor acknowledges that Canada may retain a riser management firm or other third party manager to co-ordinate, supervise and approve the work of all telecommunication contractors, at Canada's cost unless otherwise specified in these provisions or agreed to in advance by the Contractor.

(b) The Contractor recognizes that Canada may desire to provide access to existing and future telecommunications service providers of Property tenants, and Canada may consider it desirable to achieve this objective through shared usage of some or all of the Property Communications Spaces. Canada may purchase from the Contractor those portions of the Contractor's Connecting Equipment (excluding wiring) that the Crown, in its sole discretion, determines is necessary to incorporate efficiencies in the Property Communication Spaces. Canada acknowledges that the Contractor may be bound by service agreements with clients located in the Property to retain ownership of its Connecting Equipment and cannot be compelled to sell those portions of the Contractor's Connecting Equipment. The purchase price of those portions of Contractor's Connecting Equipment will be determined on the basis of their undepreciated capital cost at the time of Canada's written notice to purchase. In connection with any such purchase, Canada

agrees to negotiate the terms of the Contract to allow for continued use of the sold Connecting Equipment, at a price that reflects fair market rates.

(c) If Canada wishes to purchase any wiring that forms part of the Connecting Equipment, the terms will be negotiated between Canada and the Contractor.

1.5 Access

The Contractor may only have access to the Access Area under these provisions and in accordance with the instructions of the property manager responsible for the Property. The Contractor acknowledges and agrees that its representatives or contractors may be required to obtain suitable security clearance before obtaining access to the Access Area. The Contractor may have access to the Access Areas 24 hours a day, 7 days a week as long as the Contractor provides Canada with as much prior notice as possible, and if the Contractor requires access before 8:00 a.m. or after 6:00 p.m. between Monday and Friday or at any time on a Saturday, Sunday or statutory holiday, unless Canada has agreed otherwise, the Contractor must pay an additional fee based on an agreed hourly rate as per the "Public Works Canada Services Program - Hourly Billable Rates Table" directive effective as of the date of this Access Agreement and as amended from time to time.

2. ADDITIONAL COSTS

2.1 Costs of Other Services

(a) The Contractor must pay to Canada all charges for providing additional services in connection with the installation and operation of the Communications Equipment as reasonably determined by Canada from time to time. These charges may include, without limitation, any additional utility charges, charges for security, supervision, receiving, storing, handling and removal of materials and articles. If requested in writing by the Contractor, Canada will provide a cost estimate in advance of supplying or performing these services at the Contractor's cost. If Canada chooses not to provide any services to the Contractor, then they must be provided only by persons approved in writing by Canada acting reasonably.

(b) Unless otherwise expressly agreed to by Canada and Contractor to the contrary, the cost of all work, materials and other services performed or supplied by Canada respecting the Equipment Area plus an administration fee of 15% on that amount must be paid by the Contractor. In addition, if Canada, acting reasonably, determines that certain other services are required, the Contractor must pay to Canada all charges for all such other services whether or not those special services were requested by the Contractor. Canada will provide reasonable notice in advance of supplying or performing special services.

2.2 Payment

The Contractor will pay to Canada, within 30 days following receipt of invoices, all amounts required to be paid by the Contractor under these provisions, failing which the Contractor will be in default under the Contract. All amounts payable by the Contractor past due will bear interest from the date on which they became due until the date of payment at the same rate as payments due by Canada to the Contractor under the General Conditions under the section entitled "Interest on Overdue Accounts".

3. CONSTRUCTION AND MAINTENANCE

3.1 Construction

(a) The Contractor, at its expense and at all times under the supervision of Canada, must install the Contractor's Equipment (if any), including any and all fittings, anchors and other materials used to secure the Contractor's Equipment to the Access Area; must prepare the Equipment Area and must carry out any Contractor's Additional Work, described in Section 3.1 (c); all of which work is collectively referred to as the "**Installation Work**". The Installation Work must be of a first class

professional nature, quality and design, and is subject to Canada's prior written approval. The Installation Work and the Communications Equipment must be provided and installed by the Contractor in accordance with the plans, drawings and specifications submitted by the Contractor in advance, which will require Canada's prior written approval. In no event will Canada's approval of those plans be considered a representation that Contractor's Equipment will not cause interference with other systems in the Property or that Contractor's plans comply with applicable laws, rules or regulations, since that responsibility will remain with the Contractor.

(b) The Installation Work must be performed: (i) at the sole cost of the Contractor; (ii) by contractors and workmen approved by Canada; (iii) in a good and workmanlike manner; (iv) in accordance with drawings and specifications approved by Canada; (v) in accordance with all applicable laws and regulations; (vi) subject to the reasonable regulations, supervision, control and inspection of Canada; and (vii) subject to such indemnification against liens and expenses as Canada reasonably requires. Upon completion of the Installation Work and any and all subsequent alterations, the Contractor must, at its expense, submit to Canada a complete set of "as-built" mechanical, electrical, architectural and structural drawings, and electronic copies, of the Equipment Area reflecting the completed work. The Contractor must pay to Canada the Crown's reasonable costs of reviewing the drawings and specifications and supervising all such work. Despite the foregoing, Canada will have the right to perform any or all of the building related Installation Work at the Contractor's cost, and the Contractor must pay to Canada the cost of this related work plus a sum equal to 15% of such cost representing the Crown's overhead, all as reasonably determined by Canada.

(c) The Contractor must, at its sole cost, obtain all required permits, accesses, consents and other approvals, as the case may require, for the installation, maintenance and operation of the Contractor's Equipment. Where required by Canada, the Contractor must obtain the written assurances of a professional engineer with respect to the Installation Work conforming to all required safety measures including wind load resistance and floor load capacity.

(d) For all new installations, the Contractor must label each cable placed in the telecommunications pathways, in each telephone closet through which cables pass, with identification information including, but not limited to, the Contract serial number, the floor where the cable originates and the floor where cable terminates, and any other information as may be reasonably required by Canada.

(e) The Contractor will not, during construction or otherwise, block access to or in any way obstruct, interfere with or hinder the use of the Property's loading docks, the sidewalks around the Property or any of its entranceways. If this occurs, the Contractor must take corrective action as promptly as feasible, but in no event more than 24 hours following notice by Canada.

(f) The Contractor may amend Schedule A, from time to time, with the prior written consent of Canada, which consent must not be unreasonably withheld, for the purpose of serving additional Property tenants. All terms and conditions of this Section 3 will apply to such circumstances. The Contractor is solely responsible for all costs for the construction of any additional facilities including, but not limited to, risers and telecom rooms, if these facilities are required to accommodate the installation of the Contractor's Equipment.

(g) Canada may: (i) alter, construct improvements to, rearrange and construct additional facilities in the Property; (ii) relocate the facilities and improvements in or comprising the Property; (c) do whatever things on or in the Property are required to comply with any laws, by-laws, regulations, orders or directives affecting the Property or any part of it; and (d) do whatever other things on or in the Property as Canada determines to be advisable.

3.2 Hazardous Materials

(a) The Contractor will not install or bring any hazardous substance or material onto the Property. If any hazardous materials are installed or brought into the Property by or on behalf of Contractor, then the Contractor must cause their removal within 24 hours. If the Contractor discovers, uncovers, disturbs, or otherwise reveals any existing hazardous materials within the Property, the Contractor must immediately stop any work in progress and report its findings to Canada within 24 hours. The Contractor must not conduct any further work in the reported Equipment Area without Canada's prior written approval.

(b) The Contractor will have three options upon discovery of pre-existing hazardous material and cessation of work as described above: (i) reroute its planned access route to avoid the hazardous material Equipment Areas; (ii) terminate Access according to the procedure described in Section 4; (iii) reschedule its installation work to a period after Canada has completed corrective action; however, the Contractor may terminate the right to use the Access Area by giving written notice to Crown if that corrective action has not been started and diligently pursued within 30 days after Canada receives notice of the Contractor's discovery of the hazardous materials. If (i) is not possible or (iii) causes delays in the installation work, the Contractor is released from its obligations to provide the telecommunications services to require the right to use the affected Access Area.

3.3 Maintenance and Repair

(a) All maintenance, repairs and replacements of or to the Contractor's Equipment and any and all fittings, anchors and other materials used to secure the Communications Equipment on the Equipment Area must be performed by, and will be the sole responsibility of, the Contractor, at its sole expense.

(b) Except for the maintenance, repairs and replacements referred to in Section 3.3 (a) above, all maintenance, repairs or replacements (whether structural, major or otherwise) of or to the Access Area or any other part of the Property due to or arising from: (i) the Contractor's use of the Access Area, (ii) the installation or operation of the Contractor's Equipment, or (iii) the installation of any wiring in connection with the Contractor's Equipment, will be performed by Canada, at the Contractor's sole cost.

(c) If: (i) the Property is damaged or destroyed or requires repair, replacement or alteration as a result of the act or omission of the Contractor, its employees, agents, invitees, licensees, contractors or others for whom it is in law responsible; or (ii) if Canada determines that any repairs, replacements or improvements to any part of the Property, including, without limitation, to any of the systems of the Property, are required as a result of the use of the Access Area by the Contractor, the Contractor must pay to Canada the cost of the resulting repairs, replacements, improvements or alterations.

(d) If Canada determines that: (i) the presence of the Contractor's Equipment in the Property; (ii) the state of repair of the Contractor's Equipment; or (iii) the Contractor's use of the Property, creates an emergency situation, Canada will, without notice to the Contractor, take any actions that Canada determines are required to remedy the emergency and the Contractor must pay to Canada the cost of those actions, plus a sum equal to 15% of that cost (representing Canada's overhead).

4. TERMINATION

4.1 Restoration of the Equipment Area

(a) Except as may be specifically provided for in this Section, the Contractor's Equipment will at all times remain the property of the Contractor. The Contractor, at the expiration or earlier termination of the right to use the Access Area, at its cost must: (i) remove the Contractor's Equipment, all trade fixtures and all of the Contractor's personal property from the Access Area,

(ii) restore the Access Areas to Canada's then current Property standard (including, without limitation, the removal and disposal of any and all hazardous or toxic substances and their containers in accordance with all applicable laws and the requirements of all authorities and all required repairs and restoration of the roof of the Property) to the extent required by Canada, and (iii) otherwise peaceably surrender and deliver up vacant possession of the Access Areas to Canada (in as good order, condition and repair as the Contractor is required under these provisions to maintain and keep the Access Area). The Contractor, at its cost, must repair any damage caused to the Property or any part of it by this removal or restoration.

(b) If the Contractor does not remove its Contractor's Equipment, trade fixtures and personal property at the expiry or earlier termination of the right to use the Access Area, then, at the option of Canada and without prejudice to any other rights or remedies available to Canada, the Contractor's Equipment, trade fixtures and personal property will become the absolute property of Canada without payment of any compensation for it to the Contractor and, without notice to the Contractor, may be removed from the Access Area and sold or disposed of by Canada in the manner it considers advisable, all without any liability whatsoever to Canada. If the Contractor fails to repair any damage or complete any work, removal, disposal or restoration referred to in this section by the expiry or earlier termination of these provisions, the Contractor must pay to Canada the cost of removing and selling or disposing of such Contractor's Equipment, trade fixtures and personal property and restoring the Access Area to Canada's then current Property standard, plus a sum equal to 15% of the cost representing the Crown's overhead.

(c) The Contractor expressly acknowledges and agrees that the Contractor's obligations under Section 4.1(a) of these provisions will survive the expiry or termination of the right to use the Access Area and will not merge.

4.2 Default and Early Termination

(a) If the Contractor fails to perform, observe or comply with any of: (i) the provisions other than payment by the Contractor of any costs; or (ii) the rules and regulations and amendments applicable to the Access Area, then Canada, in addition to and without limiting any of its other rights or remedies, will have the immediate right, to be exercised by written notice to the Contractor, to suspend the right to use the Access Area granted under these provisions (until such failure is remedied by the Contractor). If: (A) the Contractor fails to remedy the breach within 10 days (or such shorter period as may be provided in these provisions), or (B) if the breach cannot reasonably be remedied within 10 days or such shorter period, the Contractor fails to commence to remedy such breach within 10 days or such shorter period or thereafter fails to proceed diligently to remedy its breach, in either case after the suspension notice set forth in this Section 4.2(a), then Canada will have the further right, to be exercised by written notice to the Contractor, to terminate the right to use the Access Area.

(b) If the Contractor is deemed to be in default under Section 2.2 of these provisions as a result of a failure to pay amount(s) owing by the Contractor, Canada has the right, to be exercised by written notice to the Contractor, to: (i) immediately suspend the right to use the Access Area granted under these provisions (until the failure is remedied by the Contractor); (ii) terminate the right to use the Access Area upon 5 days written notice to cure the default; or (iii) deduct the amount owing from its next payment to the Contractor under the Contract.

(c) If the Contractor abandons the Access Area or stops continuously and actively using the Access Areas for the Permitted Use for more than 15 consecutive days, Canada will have the immediate right, to be exercised by written notice to the Contractor, to terminate the right to use the Access Area.

(e) Canada may at any time terminate the right to use the Access Area (or any portion of it) as of any date, by written notice (the "**Termination Notice**") to the Contractor at least 60 days before the date of termination where the Crown notifies the Contractor of the effective date of the termination

(the "**Termination Date**") and that: (i) Canada intends to commence a construction, demolition or redevelopment of all or any portion of the Property such that, in the opinion of the Crown, acting reasonably, the occupation of the Equipment Area by the Contractor will prevent, obstruct, delay, or otherwise adversely affect that construction, demolition or redevelopment; (ii) Canada has entered into an agreement with another party to occupy office, industrial, retail or residential premises in the Property, and that party requires use of all or a portion of the Access Area; or (iii) Canada has entered into a sale of a portion or all of the Property that includes any portion of the Access Area with a purchaser. In any of these situations, Canada's termination of the Contractor's right to use the Access Area will release the Contractor from its obligations to provide the telecommunications services that required the right to use the Access Area (or the portion of it) to which the Contractor no longer has access.

(f) If: (i) any portion of the Access Area or the Property is damaged or destroyed and cannot be repaired and rendered fit for normal use within 60 days of the happening of the injury; or (ii) any portion of the Access Area or the Property is damaged or destroyed by a cause for which Canada is not insured or not required to insure against or the cost of repairing such damage or destruction exceeds the insurance proceeds available, Canada by giving written notice within 30 days of the injury occurring, may terminate the right to use the Access Area and the Contractor must immediately deliver vacant possession of the Access Area to Canada. In any of these situations, Canada's termination of the Contractor's right to use the Access Area will release the Contractor from its obligations to provide the telecommunications services that required the right to use the Access Area (or the portion of it) to which the Contractor no longer has access.

5. RELOCATION

5.1 Relocation

Canada has the right at any time, by giving no less than 60 days' written notice (the "**Notice of Relocation**"), to relocate the Contractor's Communications Equipment and/or Connecting Equipment to other premises in the Property (the "**Relocated Equipment Area**") in a location determined by Canada in consultation with the Contractor, and the following terms and conditions of this Section 5.1 will apply:

(a) The Relocated Equipment Area accommodating the Communications Equipment must contain approximately the same area as, or greater area than, the Equipment Area, and the Relocated Equipment Area must, in the reasonable opinion of Canada, be suitable for the Contractor's requirements of the Permitted Use.

(b) The Contractor and Canada must share equally in the reasonable, direct, out-of-pocket costs, if any, of moving the Contractor's Equipment and any other Contractor's material contained in the Equipment Area, from the Equipment Area to the Relocated Equipment Area.

(c) The terms and conditions of these provisions apply, mutatis mutandis, to the Relocated Equipment Area, except to the extent that they are inconsistent with the terms and conditions of this Section 5.1.

6. GENERAL

6.1 Rules and Regulations

The use of the Equipment Area under these provisions and access to them is subject to the rules and regulations (as amended from time to time), which Canada may establish from time to time.

6.2 Schedules

Schedules A and B form part of and are included in these provisions.

