

# **TELECOMMUNICATIONS LICENSE AGREEMENT**

**BETWEEN**

**Ivanhoe Cambridge Inc.  
on behalf of the Owner(s)**

(the "Licensor")

- and -

**Telus Communications Inc.**

(the "Licensee")

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## INFORMATION PAGE

This page sets out information which is referred to and forms part of the 3<sup>rd</sup> PARTY TELECOMMUNICATIONS LICENSE AGREEMENT made as of the 10<sup>th</sup> day of March, 2020 between the **Ivanhoe Cambridge Inc.** as the Licensor and **Telus Communications Inc.** as the Licensee. The information is as follows:

Building: The Building known as **Deerfoot Meadows, specifically Unit N2** municipally known as **33 South East Heritage Meadows Way #610** in the City of **Calgary**, and the Province of **Alberta**.  
#856 JM AR

Floor Area of Deemed Area: Terminal Room – Floor area 16 sq. ft.  
Terminal Room – Floor area 16 sq. ft.  
HVAC, Electricity, Security - Floor area 16 sq. ft.

Commencement Date: the 1<sup>st</sup> day of May, 2020.

License Fee: the annual sum of One Thousand Six Hundred and Eighty-Eight Dollars (\$1,688.00) as follows:

Terminal Room: 16 sq. ft.x \$50.00 p/sq.ft = \$800.00 p/annum

Terminal Room: 16 sq. ft.x \$50.00 p/sq.ft = \$800.00 p/annum

HVAC, Electricity, Security: 16 sq. ft.x x \$5.50psf = \$88.00 p/annum

Notices: Licensor  
Ivanhoe Cambridge Inc.  
1001, rue du Square-Victoria  
Bureau C-500  
Montréal, Quebec H2Z 2B5

Licensee  
Telus Communications Inc.  
25 York Street, 25<sup>th</sup> Floor 22  
Toronto, Ontario M5J 2V5 JM

AR

And a copy to:

Ivanhoe Cambridge Inc.  
c/o 6914861 Canada Inc.  
227 – 8180 11<sup>th</sup> Street SE  
Calgary, Alberta T2H 3B5

Prime Rate Reference Bank: RBC

Term: The period starting on the Commencement Date, and ending on the 31<sup>st</sup> day of April, 2025.

Renewal Term: One (1) option to renew the Agreement for a period of Five (5) years.

## TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 10<sup>th</sup> day of March, 2020

**B E T W E E N:**

**Ivanhoe Cambridge Inc.**  
on behalf of the Owner(s)

(hereinafter the "Licensor")

- and -

**Telus Communications Inc.**

(hereinafter the "Licensee").

### **1. DEFINITIONS**

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

**"Affiliate"**: 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 and Schedule A.

**"Business Day"**: a day that is not Saturday, Sunday, or a statutory holiday.

**"Cable"**: wires and cables including, without limitation, fibre optic, coaxial and copper cables which may be installed by the Licensee in, over or under those portions of the Building, in the locations and manner as shown on the Plans and Specifications, as required for the uses set out in Section 5 hereof, and for no other purpose.

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

**"Communications Equipment"**: cabinets, racks, electronic equipment and other 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 Deemed Area as described in Schedule "B", and (iii) such other equipment as may be installed by the Licensee during the Term and Renewal Term, as approved by the Licensor in accordance with Section 7.

**"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 Renewal Term as approved by the Licensor 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 described in Schedule "C" and are installed, or to be installed by the Licensee, through the Entrance Link, and the Communication Spaces, and (iii) such other connecting equipment as may be installed by the Licensee in, over, or under those portions of the Building during the Term and Renewal Term, as approved by the Licensor 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.

**"Consumer Price Index"**: (All Items for Regional Cities, base year 2002=100) for the city in which the Building is located, or if there is no Consumer Price Index for that city, for the city in Canada nearest the Building for which there is a Consumer Price Index published by Statistics Canada (or by a successor or other governmental agency, including a provincial agency). If the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by the Licensor, acting reasonably, will be used. If a substitution is required, the Licensor will make the necessary conversions. If the base year is changed by Statistics Canada or the applicable governmental agency, the necessary conversions will be made.

**"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.

**"Deemed Area"**: the area described in Schedule "B".

**"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 Licensor, 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 17.

**"Existing Equipment":** that part of the Licensee's Equipment installed before the date of this Agreement.

**"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 biphenals, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

**"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 tenant's 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.

**"LEC":** a local exchange carrier regulated by the CRTC.

**"Licensee's Equipment":** the Communications Equipment and the Connecting Equipment.

**"License Fee":** the annual sums stated as the License Fee on the Information Page.

**"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 the freehold or leasehold title of the Lands, the Building or either of them.

**"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 bank indicated on the Information Page, as the "Prime Rate Reference Bank".

**"Recoverable Costs":** the costs and expenses particularized on Schedule "E" for building services requested of the Licensor by the Licensee or causal to the Licensee's construction and installation activities relating to the provision of the Services in the Building. 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.

**"Released Licensee Persons":** the Licensee and the officers, directors, employees, agents and contractors of the Licensee.

**"Released Licensor Persons":** the Licensor and Owner(s) 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.

**"Renewal Term":** the renewal term(s) noted on the Information Page.

**"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 technical advice, management and supervision services for all or part of the raceways, risers, ducts, conduits, sleeves, communications pathways (including the Communications Spaces), roof areas and other telecommunications related facilities 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, a non-exclusive license:
  - (i) to install, operate, maintain, repair, replace, and remove, at the Licensee's sole expense and risk, the Entrance Cable, Communications Equipment, and Connecting Equipment;
  - (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) connect the Licensee's Equipment to the In-Building Wire and Inside Wire.
- (b) The Licensee shall be provided access to the Lands and Buildings in order to exercise its non-exclusive license, during normal business hours, except in the case of an emergency, 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.
- (c) The Licensee shall use the Equipment Room and Deemed Area 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.
- (c) The Licensor may at any time and for valid business reasons including, without limitation, where the Deemed Area becomes damaged and is not technically or economically feasible to restore within ninety (90) days after the damage, require the Licensee to relocate within the Building any or all of the Licensee's Equipment, and the Deemed Area. Upon receipt of not less than one hundred and twenty (120) days advance written notice from the Licensor, or such lesser period of time as agreed between the parties in the case of damage to the Deemed Area as aforesaid, (a "Relocation Notice") the Licensee shall relocate the Licensee's Equipment and the Deemed Area. If the Relocation Notice requires the relocation to occur within the first two (2) years after the Commencement Date, and the relocation is not due to damage as described above, the Licensor will be solely responsible for the direct, reasonable, out of pocket expenses of the relocation (the "Relocation Costs"). If the Relocation Notice does not require the relocation to occur until after that two (2) year period, and the relocation is not due to damage as described above, the Relocation Costs



will be shared equally by the Licensor and the Licensee unless the relocation is primarily to accommodate another supplier of Services. In that case, the Licensee will not be required to pay any part of the relocation costs. The Licensor shall permit the Licensee to effect any 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, will, within fifteen (15) days after its receipt deliver written notice to the Licensor setting out particulars of its estimate of the Relocation Costs and the Licensor will be entitled to rely upon that estimate in proceeding with the relocation. The Licensor may at any time within fifteen (15) days after receipt of the Licensee's estimate of the Relocation Costs rescind its Relocation Notice by giving written notice to the Licensee to that effect.

- (d) The Licensor may grant, renew or extend similar licenses to other suppliers of telecommunications services. The License granted by this Agreement is revocable only in accordance with the express terms of this Agreement.
- (e) The Licensee agrees 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) upon reasonable request from the Licensor, to achieve improved space and operating efficiencies in connection with specific cases, examining, identifying and labelling specific items of Existing Equipment;
  - (ii) 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(d); and
  - (iii) removing all abandoned cable as required by applicable fire codes, and all flammable cable that is dangerous by virtue of its location within the Building; and
  - (iv) upon request from the Licensor, providing to the Licensor its existing available information on its Existing Equipment, including but limited to information relating to the types of wiring, wiring casings, materials used in the Existing Equipment, sizes, capacities and any other information required to be provided by the Licensor's insurers including, without limitation, building code and safety information, and fire code and safety information.

- (h) The relationship between the Licensors 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 to the Licensors annually in advance without any set-off, deduction or abatement whatsoever.
- (b) The Licensee shall also pay to the Licensors any Recoverable Costs incurred by the Licensors 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" are payable by the Licensee on all Fees.

### **4. TERM - OPTION TO RENEW**

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page.
- (b) Provided that the Licensee is not in default of any of its obligations under this Agreement, this Agreement will automatically be renewed for the Renewal Term(s) unless the Licensors gives at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of the Licensors' intention not to renew. Each Renewal Term will be governed by the same terms and conditions set out herein except for the License Fee, which shall be the then prevailing market rate at the time of the renewal or the License Fee during the last year of the initial Term or the previous Renewal Term (if any) whichever is higher.

### **5. USE**

The Licensee shall use the Building, Communications Spaces, Deemed Area and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in the Building. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide its Services under the *Telecommunications Act*. This Agreement does not permit for the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment.

## **6. ELECTRIC UTILITIES**

The Licensor may estimate, acting reasonably the amount of electricity consumed by the Licensee which amount plus an administration fee of fifteen percent (15%) of the amount shall be paid by the Licensee when it is billed. Alternatively, the Licensee may install a meter at its cost and in that case it will pay for its electricity consumption directly to the utility supplier. The 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.

## **7. CONSTRUCTION**

- (a) Subject to what is stated below, 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, the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for the work or installation 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 Deemed Area, all specifically describing the proposed construction and work. 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. 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.
- (b) The Licensee warrants that, except for the Existing Equipment, the installation of the Licensee's Connecting Equipment, Entrance Cable and Communications Equipment 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;
  - (iii) in accordance with all applicable laws, rules and regulations, industry standards and best practices;

- (iv) in accordance with the Building Rules and Regulations as set out in Schedule "D"; and
  - (v) using only contractors approved in writing by the Licenser (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).
- (d) The Licensee shall label each Cable, including each Entrance 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 Licenser might reasonably require. The labelling will be in a format approved by the Licenser acting reasonably.
- (e) The Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Licenser 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.
- (f) 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.
- (g) The Licensee may only amend or supplement the Plans and Specifications, from time to time, upon prior written consent of the Licenser, and for the purpose of serving tenants and occupants of the Building. All terms and conditions of this Section 7 shall apply.
- (h) Prior to the installation of any additional Licensee's Equipment under this Agreement, the Licensee will also provide to the Licenser whatever information the Licenser 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 Licenser's insurers. From time to time at reasonable intervals, the Licenser 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 ten (10) Business Days after written request.

**8. COVENANTS**

(a) The Licensee covenants as follows:

- (i) The Licensee shall, at its sole cost and expense, maintain and repair the Deemed Area 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 incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs. This Section shall survive the expiration or earlier termination of this Agreement.
- (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 or other buildings. If such interference occurs, the Licensor may give the Licensee written notice thereof and the Licensee shall correct same as soon as possible but not more than forty-eight (48) hours after receipt of notice. If the Licensee fails to correct the conditions after proper notification, the Licensor may take any action the Licensor deems appropriate to correct the conditions, all at the cost of the Licensee, plus an administration fee equal to fifteen percent (15%) of those costs.
- (iv) The Licensee's Equipment shall 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. The Licensee shall correct such interference as soon as possible but not more than forty-eight (48) hours after receiving written notice of such interference.
- (v) The Licensee will comply with all Building Rules and Regulations as set out in Schedule "D", as periodically adopted by the Licensor and/or its Technical Representative acting reasonably, and will

cause its agents, employees, contractors, invitees and visitors to do so.

- (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 Deemed Area, 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) Except as required or mandated by the CRTC, the Licensee will not permit any other TSP to co-locate equipment in its Deemed Area 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 Authority, the Licensee will, to the extent directed by the Licensor (i) recognize the Technical Authority as the duly authorized representative of the Licensor, and (ii) abide by all reasonable policies, directions and decisions of the Technical Authority 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.

(b) The Licensor covenants:

- (i) To operate, repair and maintain the Building and Building systems and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards;
- (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 as 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) 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 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 work to be performed. The Licensor, its employees, contractors, and/or agents will follow the Licensor's rules and regulations for access to the Building or any part of the Building which may change from time to time without notice. 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 and employment cost plus an administration fee of fifteen percent (15%). 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 Deemed Area 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, Deemed Area, 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 Deemed Area and will be accompanied by a representative of the Licensee if the Licensee makes a representative available for that purpose within forty-eight (48) hours of the Licensee's receipt of the Licensor's notice.



- (d) Notwithstanding anything to the contrary, the Licensee shall, and shall direct or instruct its employees, contractors, agents and other representatives to cease all construction or other works on, or in the vicinity of the Building between November 15th and January 15th of each year (the "Winter Period") so as not to disturb, disrupt, inconvenience or hinder the Licensor, its tenants, employees, customers or other occupants while at the Building, in any way during the Winter Period. For greater certainty, construction or other work carried out during the Winter Period by the Licensee exclusively within the Equipment Area shall be permitted so long as the Licensor, its tenants, employees, customers and other occupants are not disturbed, hindered, or inconvenienced by said work.

## **10. INSURANCE**

- (a) The Licensee shall maintain in force, at its expense, during the Term of this Agreement and any Renewal Term, 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, with a combined single limit of 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 bodily injury or death of the Licensor's employees, or bodily injury or death or physical damage to tangible property suffered by any of the customers of the Licensee and their employees in the Building. The Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies, will 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 be written on an occurrence basis.
- (b) The Licensee will also maintain (i) an automobile liability insurance policy, and (ii) all risk property insurance on the Licensee's Equipment with a sufficient insured limit to cover its replacement cost and with a waiver of subrogation against the Licensor from the property insurers or, alternatively, the Licensee may self insure for the full replacement cost of the Licensee's Equipment.
- (c) 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.

- (d) The Licensee shall provide proof of such insurance to the Licenser prior to commencement of any construction and notify the Licenser, in writing, that a policy is cancelled or materially changed to the detriment of the Licenser at least thirty (30) days prior to such cancellation or material change. 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 Licenser, acting reasonably.
- (e) The Licenser will maintain all risk property insurance on the Building.

#### **11. 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 Deemed Area 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 curFee 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. 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 any sensitive Equipment in and on the Building will be protected by the Licensee from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems; or

- (f) any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of or use of property referred to in paragraph (a), or damage to 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, Licenser will only be responsible for any grossly negligent or wrongful wilful acts or omissions of the Licenser.

## **12. RELEASE BY LICENSOR**

The Licenser releases the Licensee in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Licenser's property in respect of which the Licenser 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 Licenser self-insures, it being acknowledged that the Licensee, in requiring the Licenser 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.

## **13. 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 Licenser and Owner(s) against any such liens, including the reasonable fees of the Licenser's solicitors. The provisions of this Section shall survive termination of this Agreement. All such liens shall be removed within five (5) Business Days of notice to the Licensee to do so. The Licenser 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 Licenser including the amount paid into Court plus an administration fee equal to fifteen percent (15%) of the amount.

**14. 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 of the possibility of such damages.
- (b) Wherever a release is provided for under this Agreement in favour of the Licensor, it will be deemed to 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 is provided for under this Agreement in favour of the Licensee, it will be deemed to 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.

**15. 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 Licensee may assign its rights under this Agreement, on a bona fide basis, to an Affiliate without the prior written consent of the Licensor, to a purchaser of substantially all of the assets of the Licensee if: (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; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of the Licensee, an assignment in respect of which the Licensor's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Licensor those reasonable particulars which the Licensor requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Licensor reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement 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 Licensors provides a release in writing.
- (c) Except as required or mandated by the CRTC and as 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 Licensors consent.
- (d) Despite what is stated above, the Licensee will be permitted to assign its rights under this Agreement to a bona fide 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 Licensors 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 15.

#### **16. HAZARDOUS MATERIALS**

The Licensee shall not install, bring upon, or use any Hazardous Substance into or on the Building except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Licensees 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 Persons and any party the Licensors is responsible for at law, harmless from any claim, loss, cost, damage, or expense resulting from 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.

#### **17. 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 Licensors and such default continues for more than five (5) Business Days, after written notification of such default by the Licensors to the Licensee;
  - (ii) there is interference with the telecommunications or computer equipment of the Licensors, any tenant, or any other occupant of the Building or any other telecommunications or computer devices provided in the Building 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;

- (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 of any 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 loan or debt obligation;
  - (vi) the ceasing of the Licensee to carry on business in the ordinary course;
  - (vii) 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 ten (10) Business Days after written notification of such default by the Licensor to the Licensee; and
  - (viii) if the Licensee, its employees, contractors, agents or other representatives performs construction or other work at, or in the vicinity of the Building during the Winter Period.
- (b) Upon or after the occurrence of an Event of Default the Licensor may elect to terminate this Agreement without limiting its other remedies.
  - (c) If the Licensor shall default in the observance or performance of any of the Licensor's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Licensee to the Licensor, the Licensee may terminate this Agreement without limiting its other remedies.

**18.**

**RESTORATION OBLIGATIONS**

- (a) At the expiration or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, without liens, remove the Entrance Cable, Cable, and all other items of the Licensee's Equipment except any part of it that by agreement between the Licensee and the Licenser has been acquired by the Licenser, and all of the Licensee's personal property from the Building. This obligation to remove the Entrance Cable and all other items of the Licensee's Equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to other TSP's. If any property that is required to be removed is not so removed within twenty (20) Business Days after the termination, the property may, at the Licenser's sole option, (i) be removed and stored by the Licenser 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 Licenser 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 the Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, the Licenser may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licenser of all costs and expenses incurred in such repair or refinishing and will pay to the Licenser an administration fee equal to fifteen percent (15%) of the cost. The Licensee will provide to the Licenser upon completion of the removal of the Licensee's Equipment an engineer's 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, the Licensee is not required by Section 18(a) to remove the Entrance Cable or other items of the Licensee's Equipment ("Exempted Items") then despite the expiration or termination of the Term of this License, all of the obligations of the Licensee under this Agreement will continue in full force and effect except that the obligation to pay the License Fee will be suspended so long as the Licensee does not provide Services. That situation will continue (subject to the sentence following this one) until the Licensee's CRTC mandated obligations end and the Licensee removes the Exempted Items and restores damage as provided in Section 18(a). So long as, and to the extent a third party assumes responsibility and control of the Exempted Items, and the third party is bound by a telecommunications access agreement with the Licenser, or a successor of the Licenser, the Licensee will be exempted from the obligation to remove the Exempted Items.

**19. 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.

**20. NOTICES**

- (a) 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.
- (b) The Licensee is hereby authorized and directed to make all payments of Fee, fees and other sums which are payable by the Licensee to the Licensor under this agreement to the Licensor's agent and manager as follows:

Ivanhoe Cambridge Inc.  
c/o 6914861 Canada Inc.  
227 – 8180 11th Street SE  
Calgary, Alberta T2H 3B5

or in accordance with further written direction by the Licensor or its agent and manager from time to time and this shall be the Licensee's good, sufficient and irrevocable authority for so doing.

**21. SECURITY DEPOSIT**

Should the Licensee default under any of its obligations, the Licensor may apply all or any part of the Security Deposit toward the cost of remedying the default, without limiting its right to full compensation and should it do so, the Licensee will within five (5) business days of written request, reimburse to the Licensor the full amount so applied plus applicable taxes so that the original amount of the Security Deposit is restored.



**22. 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 Renewal Term, and upon the expiration of this Agreement belong to and be removed by the Licensee.

**23. LICENSE ONLY**

This Agreement creates a non-exclusive license 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.

**24. LIMITATION OF LIABILITY**

The obligations of the Licensor under this Agreement shall no longer be binding upon the Licensor if the Licensor or Owner(s) sells, assigns or otherwise transfers its interest in the Building as owner or lessor (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 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.

**25. 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 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 Deemed Area or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;
- (c) where the Building is expropriated by a lawful authority;

- (d) where the Licenser wishes to redevelop, or otherwise alter the Building in such a manner as to, in the Licenser's opinion, make the relocation of any part of the Deemed Area or the Licensee's Equipment not feasible;
- (e) the Licensee no longer provides Licensee's 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.

## **26. ESTOPPEL CERTIFICATES**

The Licensee will provide to the Licenser from time to time, within ten (10) Business Days of the Licenser's written request in each case, at no cost to the Licenser, 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 Licenser for the statement confirming the Commencement Date, the Term, any Renewal Term to which it claims to be entitled, and any other information that the Licenser reasonably requests pertaining to this Agreement or Building.

## **27. LICENSOR'S AUTHORITY**

The Licenser represents that it has full authority to execute this Agreement on behalf of the Owner(s). The obligations of the Licenser under this Agreement are the obligations of the Owner(s) and not the Licenser itself except to the extent it is an Owner.

## **28. 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.

## **29. 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.

## **30. LICENSEE'S REPRESENTATION**

The Licensee represents to the Licenser and acknowledges that the Licenser 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 includes back-up, redundant and "fail safe" features so that the risk of damage, malfunction or disruption of the Licensee's Equipment disrupting service to customers or other third parties utilizing that network and 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.

**31. 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.

**32. 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 Licensor or the Licensee, as the case may be.

**33. STANDARDIZED AGREEMENT**

The Licensee acknowledges that the Licensor is currently in the process of completing a standardized template agreement in relation to its telecommunication service agreements between the Licensor and telecommunication service providers. In the event the Licensor finalizes said standardized template during the Term or Renewal Period of this Agreement, the Licensee and the Licensor agree to negotiate in good faith to replace this Agreement with a standardized template agreement, agreed upon by both parties acting reasonably. For clarity, this Agreement will remain in full force and effect, subject to the terms herein, during the period in which the Licensee and the Licensor are negotiating a new standardized template agreement.

**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.

**35. GOVERNING LAW**

This Agreement will be governed by the laws of the province in which the Building is situated.

**36. CONFIDENTIALITY**

Any Confidential Information (as defined below) provided by one party to the other party herein shall remain the Confidential Information of the disclosing party and no receiving party shall disclose such Confidential Information without the prior written consent of the disclosing party, or unless disclosure of such Confidential Information is compelled by judicial or regulatory process or otherwise by law or if the Confidential Information has been made public without any action by the receiving party. "Confidential Information" means any information which is confidential in nature, whether such information is or has been conveyed to the receiving party orally or in written or other tangible form, and whether such information is received directly or indirectly such as in the course of discussion or other investigations by receiving party. Notwithstanding the foregoing, the absence of any identification shall not relieve receiving party of the obligation to treat as confidential, information which would be considered confidential by a person exercising reasonable business judgment. For greater certainty, this provision shall not be construed to prevent either party from disclosing any of the terms of this Agreement to its auditors, and financial and/or legal advisors.

**37. REGISTRATION**

This Agreement may not be registered on title to the Building.

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

**Ivanhoe Cambridge Inc.**  
**on behalf of the Owner(s)**

(Licensor)

Per: *James Moller*  
James Moller (May 13, 2020)

Name: James Moller

Title: General Manager

Per: *A*  
Andrea Rossanese (May 13, 2020)

Name: Andrea Rossanese

Title: Senior Counsel, Legal Affairs

I/We have authority to bind the corporation

**Telus Communications Inc.**

(Licensee)

Per: *Richard Johnson*

Name: *Richard Johnson*

Title: *Manager, Building Access*

Per: \_\_\_\_\_

Name:

Title:

## **SCHEDULE "A"**

### **LEGAL DESCRIPTION**

#### **DEERFOOT MEADOWS**

6914861 CANADA INC. (POWER CENTRE II)

Condominium Plan 0312994

Unit 5

And 1264 Undivided One Ten Thousandth Shares in the Common Property

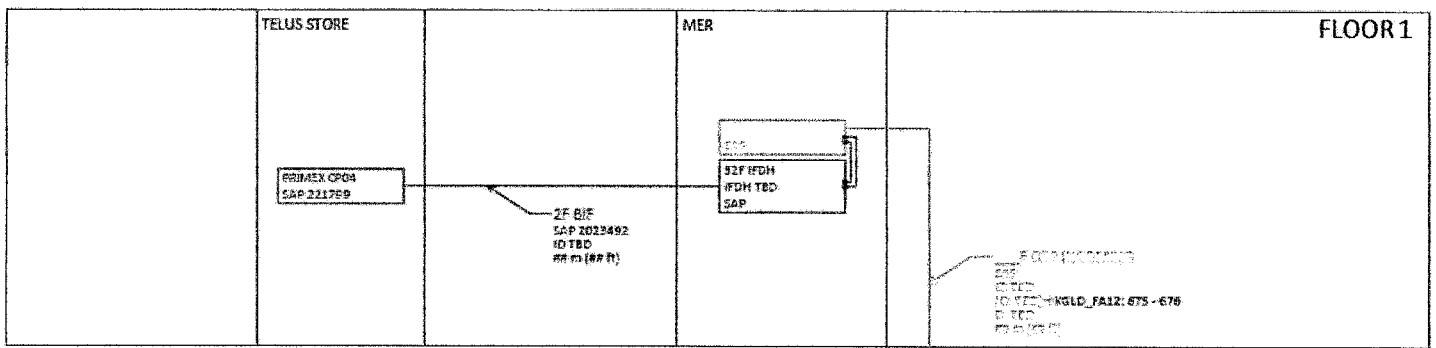
Excepting thereout all mines and minerals

(herein referred to as "Unit 5")

# SCHEDULE "B"

## DEEMED AREA

PROPOSED GPON RISER  
TELUS DEALER STORE  
33 HERITAGE MEADOWS WAY SE, CALGARY, AB



### LEGEND

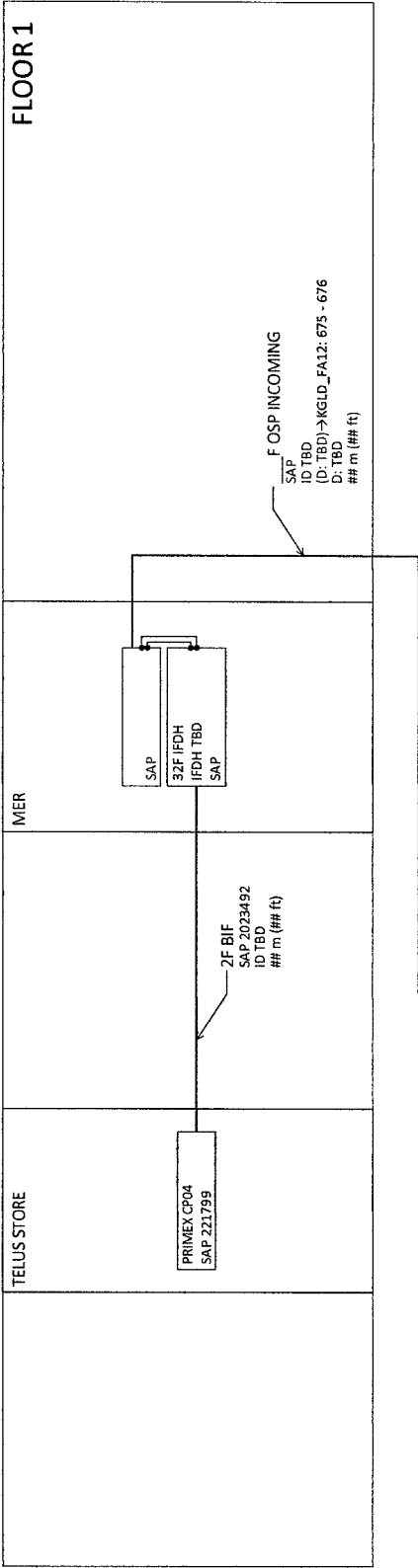
- APC-APC PATCH CORD - SAP 1572827
- CAT5 PATCH CORD
- RG6 PATCH CORD

PATCH CORD REPRESENTATIONS ARE DIAGNOSTIC  
AND MAY NOT REPRESENT ACTUAL PATCH CORD COUNT

### NOTES

(None)

PROPOSED GPON RISER  
TELUS DEALER STORE  
33 HERITAGE MEADOWS WAY SE, CALGARY, AB



LEGEND  
● APC-APC PATCH CORD - SAP# 1372697  
● CAT6 PATCH CORD  
● RG6 PATCH CORD  
PATCH CORD REPRESENTATIONS ARE DIAGRAMATIC  
AND MAY NOT REPRESENT ACTUAL PATCH CORD COUNT  
NOTES  
(none)

MXLIVE 230273  
FOX# 3048710 NETWORK# 2701559  
FOX# CO CODE  
IFDH CLI  
NAP  
OLT  
FEEDER KGLD\_FA12: 675 - 676  
DESIGNER S KINCHEN  
PHONE  
EMAIL SKINCHEN@HELIXIT.CA  
CLIENT APPROVAL

REVISION HISTORY			
REV	DATE	DESCRIPTION	BY
0	12 DEC 18	INITIAL	ANS

DRAWING PREPARED BY  
Helix IT  
PEOPLE | TECHNOLOGY | SOLUTIONS

PROJECT  
TELUS DEALER STORE  
DRAWING TITLE

DRAWING #  
PROPOSED GPON RISER  
PROJECT # 2701559C2-2  
SCALE 1/8" = 1'-0"  
DATE 12 DEC 18  
REVISION DRAWN BY NTS  
CHECKED BY ANS  
HEXIT IT



**SCHEDULE "C"**  
**LIST OF COMMUNICATION EQUIPMENT**

N/A

## **SCHEDULE “D”**

### **BUILDING RULES AND REGULATIONS**

The Licensor may change the Building Rules and Regulations from time to time without notice.

## **SCHEDULE "E"**

### **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;
- (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 of the Licensee's operations within the Building;
- (g) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 7;
- (h) Security escort as contemplated by Section 9;
- (i) ~~A one time fee of [x] administration fee included;~~
- (j) Any and all reasonable additional costs verifiably incurred by the Licensor in operating the Building arising from or attributable to the Licensee's Equipment; and
- (k) Any and all taxes or assessment against the Building arising from or attributable to the Licensee's Equipment.