

TELECOMMUNICATIONS ACCESS LICENSE AGREEMENT

THIS AGREEMENT is made as of the 30 day of May 2024.

BETWEEN:

10019837 Manitoba Ltd.

(the "Licensor")

-and-

Telus Communications Inc.

(the "Licensee")

Commencement date: **May 1st, 2024.**

Expiration date: **April 30th, 2029.**

Recitals

- (a) The Licensor is the owner of the Building municipally described as 1313 King Edward Street, Winnipeg, Manitoba (the "Building").
- (b) The Licensor has agreed to grant to the Licensee a license to install, operate, maintain, repair, improve, remove and replace certain telecommunications equipment in the Building as more particularly described in this Agreement on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Licensor and the Licensee agree as follows:

ARTICLE 1-DEFINITIONS AND INTERPRETATION

1.1 **"Definitions"** In this Agreement, unless the context requires otherwise the following terms shall have the following meanings, respectively;

"Additional Services" means any additional service, Utilities and/or supervision provided to Licensee and supplied by Licensor or by anyone authorized by Licensor and not otherwise expressly provided for as a standard service under this Agreement, at rates and charges determined by Licensor acting reasonably.

"Agreement" means this agreement and the attached Schedules and all subsequent written changes, modifications and amendments to this agreement, provided they are signed by authorized representatives of each party, and the attached Schedules made in accordance with the provisions of this agreement.

"Building" means the building situated on the Lands, municipally described in Recital (a).

"Building Risers" means the electrical, mechanical or communications spaces or other pathways in the Building, as designated by the Licensor, acting reasonably from time to time.

"Business Day" means a day other than a Saturday, Sunday, or statutory holiday in the Province of Manitoba.

"CRTC" means the Canadian Radio-television and Telecommunications Commission or its successor.

"Connecting Equipment" means the cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that is connected to the Telecommunications Equipment, that (i) have been installed by Licensee or a corporate predecessor of Licensee before the date of this Agreement, or (ii) are described in Schedule C and are installed, or are to be installed by Licensee, and (iii) such other connecting equipment as may be installed by Licensee in the Building during the Term, as approved by the Licensor in accordance with Section 7.1.

"Entrance link" means the core sleeve or other penetration through the foundation walls of the Building, as designated by the Licensor, acting reasonably, from time to time.

"Equipment Room" means the premises as shown on the floor plan attached to this Agreement as Schedule B, which premises shall be provided by the Licensor to the Licensee for the use of the Licensee in accordance with the terms and conditions of this Agreement.

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

"**HST**" means the Harmonized Sales Tax or a successor tax imposed by the Government of Canada under lawful authority.

"**IBW**" means in-building wire as defined by the CRTC constitutes copper wires, cables (fibre optic, coaxial, copper cables and wires) and other facilities which originate in the main terminal room and run to the telephone closet on each floor and from there to, but not within the premises of tenants or occupants of the Building.

"**Lands**" means the land legally described in the attached Schedule A

"**License Fee**" means the annual fee specified in Section 4.1 of this Agreement which is payable by the Licensee to the Licensor under this Agreement.

"**Licensee's Equipment**" means, collectively, the Telecommunications Equipment and the Connecting Equipment.

"**Notice**" means any notice, request, consent or other communication provided, required or permitted under this Agreement as contemplated in Section 12.1 of this Agreement.

"**Telecommunications Equipment**" means the equipment of the Licensee and its affiliates, located in the Equipment Room including cabinets, racks, electronic equipment and other similar equipment that (i) have been installed by Licensee or a corporate predecessor to Licensee before the date of this Agreement, or (ii) are installed, or are to be installed by Licensee, in the Equipment Room.

1.2 Interpretation For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

- a. Words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable.
- b. Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though such provision had not been included.
- c. The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.
- d. This Agreement shall be interpreted and governed by the laws of the Province of Manitoba and the laws of Canada applicable therein.

1.3 Schedules The following are the Schedules attached to and forming part of this Agreement.

Schedule A: Legal Description of Lands

Schedule B: Building Rules and Regulations

Schedule C: License Fee

Schedule D: Equipment and Installation Routing

ARTICLE 2 -LICENSE

2.1 License: the Licensor grants to the Licensee a non-exclusive license to:

- (a) install, operate, maintain, repair, improve, remove and replace the Telecommunications Equipment in the Equipment Room at the Licensee's sole expense and risk;
- (b) install, operate, maintain, repair, improve, remove and replace the Connecting Equipment in the Building, at the Licensee's sole expense and risk, together with the right to pull the Connecting Equipment through the Entrance link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's customers in the Building, as required by the Licensee's customers in the Building; and
- (c) use the Entrance Link and existing IBW as may be required by the Licensee for the purpose of connecting the Licensee's Equipment to the Licensee's customers in the Building.

The Licensor makes no warranty or representation that the Building, the Equipment Room, the Entrance Link and the Building Risers are each suitable for the Licensee's use, and the Licensee acknowledges and agrees that it has satisfied itself in all respects with respect thereto. The Licensee has inspected the Building and accepts it "as is, where is" and agrees that the Licensor is under no obligation to perform any work or provide any materials to prepare the Building for the Licensee.

2.2 Intentionally Deleted

2.3 Nature of Interest: The right granted to the Licensee under this Agreement is a license only, and shall not constitute a partnership, joint venture or lease between the two parties.

2.4 Non-Exclusivity: The Licensee acknowledges and agrees that the license granted to the Licensee pursuant to Section 2.1 of this Agreement is not exclusive to the Licensee, and that the Licensor has the right to grant similar rights and privileges in respect of the Building to other parties.

2.5 Rooftop Rights: The Licensee acknowledges and agrees that unless otherwise agreed to in writing by the Licensor,

- (a) this License does not allow the permanent installation or operation by or on behalf of the Licensee, of any type of rooftop or wireless communication equipment; and
- (b) the Licensee shall 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 to serve persons outside of the Building.

2.6 Control of the Building: The Building remains under the exclusive control of the Licensor and, without limitation, the Licensor and any person authorized by the Licensor shall have the right at any time and from time to time, acting reasonably, to do any or all of the following:

- (a) to install, maintain and/or repair pipes, wires, ducts and other installations in, under or through the Equipment Room, the Entrance Link or the Building Risers for or in connection with the supply of any utilities or services to the Equipment Room or other parts of the Building;
- (b) to alter the Building or any part thereof including, without limitation, relocation and/or alteration of the Building Risers, the Entrance Link and the Equipment Room, provided that the Licensor will use commercially reasonable efforts to minimize disruption to the Licensee's Equipment and that access to and from the Equipment Room to the stairwells and fire escapes required by law on the floor on which the Equipment Room is located are at all times available; and
- (c) to permit other tenants, licensees and operators to operate any Community Antenna Television or Cable Television (CATV), FM radio, AM radio, television broadcasting, satellite or microwave transmission or reception, cellular telecommunications and other communications activities from or within the Building or other improvements owned by the Licensor, provided that these others do not interrupt or interfere with the Licensee's operations. If the operation of the Licensee's Equipment or the provision of Licensee's 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.

In taking any action pursuant to this section, the Licensor agrees to use reasonable commercial efforts to minimize the interruption to or interference with the Licensee's operations, but shall not, in any event, be liable to the Licensee for any damage caused to the Licensee's Equipment or for any other compensation to the Licensee, except to the extent such damage or loss is caused or contributed to by the negligence, gross negligence, or willful misconduct of the Licensor or those for whom it is in law responsible. Without limitation, the Licensee shall be responsible for the cost of any required disconnection and reconnection of the Licensee's Equipment to the services of the Building. In the event that any action above may either directly or indirectly affect the Equipment Room or any of the Licensee's Equipment, the Licensor shall use commercially reasonable efforts to provide Licensee with ten (10) days' notice advising the Licensee of the nature of the proposed work.

ARTICLE 3 - TERM

3.1 Term

- (a) The term of this License is for five (5) years effective May 1st, 2024 (the "Commencement Date") and expiring on April 30th, 2029

(b) Notwithstanding anything else herein contained, the Licensor shall have the option to terminate this Agreement prior to the end of the Term or any renewal or extension thereof under any one of the following circumstances:

(i) in the event that the Licensor desires at any time to demolish or substantially renovate the Building, thereby making the relocation of any part of the Equipment Room or Licensee's Equipment not feasible, the Licensee shall, on receiving six (6) months' written notice from the Licensor, surrender this Agreement and all of the remainder of the Term and any renewal or extension thereof, and will yield up to the Licensor all rights accruing to the Licensee under this Agreement, subject to the Licensor reimbursing the Licensee for any License Fees, on a pro rata basis, for the unused portion of the Term or any renewal or extension thereof; and

(ii) if the Licensee fails to install the Licensee's Equipment within six (6) months of the date of this Agreement, the Licensor may terminate this Agreement by giving thirty (30) days' written notice to the Licensee, and the Licensee shall thereupon surrender this Agreement and all rights hereunder.

3.2 Overholding: If the Licensee remains in occupation of the Equipment Room following the expiration of the Term, such continued occupation by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time, and the Licensee shall be deemed to be occupying the Equipment Room as a licensee on a month-to-month basis upon the same terms and conditions as set out in this Agreement, except as to the License Fee which shall be equal to 125% of the License Fee payable by the Licensee in the last year of the Term.

ARTICLE 4 LICENSE FEE AND COST RECOVERIES

4.1 The Licensee agrees to pay the Licensor the following (the "Cost Recoveries"):

(a) the License Fee as provided in Schedule E; and

(b) all reasonable on-going costs incurred by the Licensor directly attributable to the Licensee's exercise of its rights herein including, without limitation, electrical costs, maintenance, repairs and replacements to the Equipment Room, the Entrance Link and the Building Risers and all other reasonable costs that are directly attributable to the Licensee's rights herein as exercised, provided that such reasonable costs are to return the Equipment Room, Entrance Link and Building Risers to their former condition, except reasonable wear and tear, not to obtain a betterment or improvement thereof. Such amounts may be estimated by the Licensor and will be payable by the Licensee in equal monthly installments in advance on the first day of each and every month. Within a reasonable time after the end of each calendar year, the Licensor, acting reasonably, will reconcile such amounts, and the Licensor and Licensee shall make any appropriate adjustment.

4.2 In addition to the Cost Recoveries and any other amounts payable by the Licensee to the Licensor, the Licensee shall also pay all applicable taxes, including all goods and services tax.

- 4.3** The Licensor shall determine the Cost Recoveries on a reasonable basis. Without limitation, to the extent any items constituting part of the Cost Recoveries are directly attributable to the Licensee's exercise of its rights herein and to other uses or aspects of the Building, the Licensor shall make an allocation on the basis of such factors as the Licensor, acting reasonably, determines to be relevant.

ARTICLE 5 -USE

- 5.1 Use of Equipment Room:** The Licensee shall use the Equipment Room only for the purpose of the installation, operation, maintenance, repair, improvement, removal and replacement of the Licensee's Equipment as required by the Licensee for the purpose of providing communications services to the Licensee's customers in the Building for which the Licensee has the necessary permits and licenses as are required by the CRTC and any other governmental body having jurisdiction. The Licensee is not permitted to serve other properties from the Building without the express written permission of the Licensor.
- 5.2 Offering Services to Tenants:** To the extent that the Licensee is providing communications services to any tenant or occupant of the Building, the Licensee shall offer the same services to all tenants and occupants of the Building, subject to the terms of the Licensee's then current offering for provision of communications services to customers in the Building or such other terms and conditions as the Licensee may determine, acting reasonably, to be appropriate.
- 5.3 Title:** The Licensor acknowledges and agrees that title to and ownership of, the Licensee's Equipment shall remain with the Licensee at all times notwithstanding that the Licensee's Equipment may be affixed to a part of the Building for the time being.
- 5.4 Licensee's Covenants**
- (a) The Licensee shall, at its sole expense, maintain the Licensee's Equipment in proper operating and safe condition.
 - (b) The Licensee shall, at its sole expense, repair or replace, as necessary, any damage, except reasonable wear and tear, to the Building and/or to any property owned by the Licensor or any tenant, licensee or other occupant of the Licensor which is caused by the Licensee, or any of its agents, representatives, employees, contractors, subcontractors or invitees.
 - (c) The Licensee shall not interfere with the use and/or quiet enjoyment of the Building by the Licensor or by other licensees of the Licensor or tenants or occupants of the Building. If any such interference occurs, the Licensee shall correct the interference within forty-eight (48) hours following receipt of written notice, unless such interference cannot reasonably be corrected within such forty-eight (48) hour period, in which event the period for correcting such interference shall be extended for the minimum period of time reasonably required to effect such correction, provided that the Licensee promptly commences such cure with reasonable diligence. If the Licensee fails to correct the conditions after proper notification, the Licensor may take any reasonable action to correct or eliminate such interference, all at the cost of the Licensee.

(d) The Licensee's Equipment shall not disrupt, adversely affect or interfere with:

- (i) other providers of communication services in the Building;
- (ii) any Building services or equipment;
- (iii) any tenant's or occupant's use or operation of communication or computer services in the Building that are operating within industry standards.

Should any such disruption, adverse effect or interference occur, the Licensee shall correct the disruption or interference within forty-eight (48) hours following receipt of written notice. If such disruption or interference cannot be corrected within such forty-eight (48) hour period, the Licensor reserves the right to require the Licensee to cease operation immediately until the problem is corrected. Thereafter, if such disruption or adverse effect or interference cannot reasonably be corrected within a forty-eight (48) hours period, the period for correcting the interference shall be extended for the minimum period of time reasonably required to affect such correction as may be appropriate under the circumstances, provided that the Licensee promptly commences such cure with reasonable diligence. If the Licensee fails to correct the interference within the time period set out above, the Licensor may take any reasonable action to correct or eliminate such interference, all at the cost of the Licensee.

(e) The Licensee agrees to comply with:

- (i) the Building rules and regulations set out in Schedule D attached hereto, and any amendments made by Licensor, acting reasonably, to such rules and regulations from time to time, so long as such amendments have been delivered to the Licensee in writing, and shall cause its agents, employees, contractors, invitees and visitors to do so. If there is a discrepancy between the terms of this Agreement and such rules and regulations, the terms of this Agreement shall prevail; and
- (ii) all applicable laws and governmental requirements including, without limitation, all applicable rules and regulations of the CRTC and any other governmental authorities having jurisdiction pertaining to the installation and operation of the Licensee's Equipment and the provision of communication services and all applicable occupational health and safety legislation, workplace safety legislation and environmental laws.

ARTICLE 6 - ACCESS AND ELECTRIC UTILITIES

6.1 Access: Subject to Section 7.3, the Licensee and its authorized representatives shall have access to the Equipment Room for the purpose of installing, operating, maintaining, repairing, improving, replacing and removing the Licensee's Equipment at all times during normal business hours, and at other times as agreed by the parties in advance. Except for access required to remedy service interruption or other emergency repairs of the Licensee's Equipment, the Licensee agrees to give reasonable advance notice to the Licensor prior to accessing the Building, including the Equipment Room, Entrance Link and Building Risers. If access is required outside of normal business hours Licensee must schedule a set time with Licensor to be escorted into the Building for access in

accordance with Section 7.3 herein. The Licensee and its authorized representatives shall have such access to the driveways, walkways, entrances, exits and hallways associated with the Building as may be required in order for the Licensee and its authorized representatives to access the Equipment Room. The Licensee agrees that any person it so authorizes shall be properly qualified and equipped to work within the areas to which access is granted and shall comply with all applicable Building rules and regulations as set out in Schedule D attached hereto. The Licensor acknowledges that the nature of the Licensee's communications services requires such access for servicing purposes and in emergency situations.

- 6.2 Electrical Power:** the Licensee shall have the right to connect the Licensee's Equipment to the electric power distributing system within the Building at the sole cost and expense of the Licensee. 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, where feasible, 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 shall notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's Equipment use but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages providing reasonable commercial efforts to provide advance notice of such planned utility outages were taken. 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.
- 6.3 Nuisance:** The Licensee shall not use nor permit the Licensee's Equipment or any part of the Equipment Room to be used in such a manner as to annoy, disturb or cause nuisance to or impede in any way the operation of the Licensor or of the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.
- 6.4 Compliance with Laws:** The Licensee, in installing, maintaining, operating, repairing, improving, removing and replacing the Licensee's Equipment in the Equipment Room, the Entrance Link and the Building Risers shall comply at all times with all applicable laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities, including, without limitation, the rulings and decisions of the CRTC.

ARTICLE 7 -INSTALLATION, MAINTENANCE AND REPAIRS

- 7.1 Approval of Plans:** Prior to the commencement of each installation of the Licensee's Equipment in the Equipment Room, the Entrance Link and in the Building Risers, the Licensee shall prepare and submit plans, specifications, and working drawings to the Licensor in respect of such installation for the approval of the Licensor, which approval shall not be unreasonably withheld or delayed. Such plans, specifications and working drawings shall provide details of the size, function and type of equipment and the manner and location of its installation in the Building. Within ten (10) days after receipt of sufficient information, the Licensor shall either approve the proposed work and installation or provide reasons for its disapproval. No work or installation shall proceed without the written approval of the Licensor as provided above. The Licensee shall revise such plans, specifications and working drawings as the Licensor deems necessary, acting reasonably. The

Licensee shall be solely responsible for the adequacy and sufficiency of the Licensee's plans, specifications and working drawings, and the Licensor shall have no liability of any kind arising from the Licensor's review or approval of such plans and specifications nor shall the Licensor's review and approval constitute an acknowledgement, representation or indication of any kind as to the adequacy or sufficiency of the Licensee's plans, specifications and working drawings.

- 7.2 Other Costs:** In addition to License Fee, the Licensee agrees, if required by the Licensor, to reimburse the Licensor, within sixty (60) days of receipt of an invoice from the Licensor, the actual, reasonable cost, up to a maximum of seven hundred fifty dollars (\$750.00), on a one-time basis for each installation, for the review of Plans and Working Drawings referred to in Subsection 7.1 and review of the installation referred to in Subsection 7.4. For certainty, Licensee is not required to pay the aforementioned fee for the Existing Equipment.

In addition to License Fee, the Licensee agrees, if required by the Licensor, to reimburse the Licensor, including a 15% administration fee, within sixty (60) days of receipt of an invoice from the Licensor, the actual, reasonable, substantiated costs, up to a maximum (inclusive of the 15% administration fee) of six hundred dollars (\$600.00), for the document review, legal and administrative costs.

- 7.3 Escort Services:** The Licensee agrees, if required by the Licensor, to reimburse the Licensor for the actual, reasonable cost of after-regular-business-hours security-escorted access to the Building, Building Risers, Entrance Link or the Equipment Room, including a 15% administration fee, within thirty (30) days of receipt of an invoice from the Licensor. Such fees shall not be charged if recovered by the Licensor from the tenants or occupants of the Building.
- 7.4 Installation:** Upon receipt of the Licensor's written approval of Licensee's plans, specifications, and working drawings pursuant to Section 7.1 above, but subject to Section 7.9 below, the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee's Equipment, which installation shall be performed in a responsible and workmanlike manner and in strict accordance with the plans, specifications and working drawings approved by the Licensor in writing and all applicable laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial, and municipal governmental authorities. The Licensee shall be responsible for obtaining any building permits or other governmental approvals required for its work and Licensor agrees to cooperate with Licensee to the extent reasonable in obtaining all such permits and approvals. The Licensee shall label all of the Licensee's Equipment to indicate the owner of the equipment and a telephone number for contacting the Licensee. Such labeling shall include, but shall not be limited to, all Connecting Equipment where it becomes visible on each floor of the Building. Notwithstanding anything else contained herein to the contrary, and unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any riser manager or any other third party for any IBW. For the purposes hereof, "riser manager" means a person or entity retained by the Licensor to provide management and supervision services for all or part of the raceways, risers, ducts, conduits, sleeves, communications pathways (including the Building Risers), roof areas and other telecommunications related facilities in or serving the Building.
- 7.5 Conditions of Installation:** 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, driveways or sidewalks around the Building or any passageways within the Building. The Licensee

shall revise and update such as-built drawings as required from time to time upon making any changes or alterations.

- 7.6 Cables:** If required by the Licensor, on a go-forward basis, the Licensee shall label each cable placed by the Licensee in the Building Risers and any telecommunications closets through which the Licensee's cable passes.
- 7.7 Repairs and Maintenance:** The Licensee, at its own cost and expense, shall keep the Licensee's Equipment in a safe and properly maintained condition.
- 7.8 Liens:** The Licensee shall be responsible for the satisfaction or payment of any liens registered against the Building or the Lands by any supplier of labour, material, or services to the Licensee. The Licensee shall not permit any other security interest to be registered against the Building or the Lands. Any such liens or security interest shall be discharged from title to the Lands by the Licensee, within five (5) Business Days of receipt of written request from the Licensor. Licensee shall indemnify the Licensor against any direct claims, liabilities or costs resulting from such lien or security interest.
- 7.9 Completion of Installation:** Notwithstanding anything in this Agreement to the contrary, if the installation of the Licensee's Equipment, or any other work proposed by the Licensee may affect the structure or any of the mechanical, electrical, heating/ventilation/air-conditioning (HVAC) or other basic systems of the Building or the capacities thereof, and if such installation or other work is approved by the Licensor, the Licensor, acting reasonably, may require that such work be designed by consultants designated by it (and the actual, reasonable costs paid by the Licensee) and that such work be performed by the Licensor or its contractors. If Licensor requires such work to be designed and performed by itself or its contractors, Licensor shall provide a written estimate of the actual, reasonable costs of such work to the Licensee for its prior written approval, such approval not to be unreasonably withheld or delayed.
- 7.10 Relocation:** The Licensor may, in its sole and reasonable discretion require the Licensee to relocate within the Building any or all of the Licensee's Equipment. The Licensor shall provide the Licensee with at least ninety (90) days advance written notice of the requirement for Licensee to relocate the Licensee's Equipment. The cost of such a relocation will be shared equally by the Licensor and the Licensee unless the relocation is primarily to accommodate another supplier of telecommunications services, in which 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 Licensee's Equipment is operational for service prior to discontinuing service from the previous service location.

ARTICLE 8 -INSURANCE AND INDEMNIFICATION

- 8.1 Insurance:** The Licensee, at its own expense, shall take out and maintain in force while this Agreement is in effect, commercial general liability insurance, including personal injury, contractual liability and owners' and contractors' protective liability coverage with a combined single limit of Five Million Dollars (\$5,000,000) per occurrence for bodily injury or death or property damage arising out of the Licensee's operations pursuant to this Agreement, which insurance shall contain cross liability and severability of interest clauses, an undertaking by the

insurer to notify the Licensor in writing not less than thirty (30) days prior to cancellation or other termination thereof, and a provision that the Licensee's insurance is primary insofar as the Licensor and Licensee are concerned and shall not call into contribution any other insurance available to the Licensor. The Licensee's insurance shall include as additional insureds, the Licensor, any property manager or any lender that holds security for the Building that the Licensor may reasonably designate from time to time by notice in writing to the Licensee, only in respect of matters related to the operations of the Licensee in the Building. The Licensee shall provide proof of the insurance required by this Agreement prior to bringing any of the Licensee's Equipment into the Building or doing any work in the Building. The Licensee shall provide the Licensor with certificates confirming the required insurance coverage, upon request from time to time.

The Licensor will maintain all risk property insurance on the Building.

- 8.2 Indemnification by Licensee:** The Licensee shall indemnify and save harmless the Licensor from and against any direct loss, suit, claim, action, damage or expense arising out of, from or by reason of, the installation, operation, maintenance, repair, removal and/or use of the Licensee's Equipment in the Equipment Room, the Building Risers, the Entrance Link and the Building communications space pursuant to this Agreement, except to the extent that any such loss, suit, claim, action, damage or expense is due to the negligence, gross negligence, or willful misconduct of the Licensor or those for whom the Licensor is in law responsible.
- 8.3 Licensor not Liable:** The Licensor shall not be liable or responsible in any way for any loss or damage to any property at any time in or upon the Equipment Room, the Entrance Link, the Building Risers, or anywhere else in the Building, howsoever the same shall be caused (except where caused or contributed to by the negligence, gross negligence, or willful misconduct of the Licensor or those for whom it is in law responsible). Without limiting the generality of the foregoing, if the Licensee at any time is unable to operate the Licensee's Equipment as a result of electrical power failure or interruption (unless due to a failure of the Licensor to provide reasonable prior written notice of in accordance with Section 6.2), damage or destruction of or prevention of the Licensee's access to the Equipment Room, the Entrance Link, the Building Risers or the Building or any part thereof or weather conditions, the Licensor shall incur no liability therefor, unless caused or contributed to by the negligence, gross negligence, or willful misconduct of the Licensor or those for whom it is in law responsible.

Notwithstanding anything to the contrary herein, neither the Licensor nor the Licensee will be liable to the other party for indirect, special or consequential damages (including but not limited to any loss of profits, loss of business revenue, loss of business opportunity, loss of use of any facilities or property, failure to realize expected savings or any other commercial or economic loss), even if advised of the possibility of such damages.

ARTICLE 9 - TERMINATION

- 9.1 Termination by Licensee:** The Licensee shall have the right to terminate this Agreement, without compensation, upon thirty (30) days' written notice to the Licensor in the event of the occurrence of any of the following:

- (a) the Licensee is unable to secure on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's Equipment, provided that the Licensee shall pursue all required consents, approvals, permits and authorizations with diligence and without delay;
- (b) the Licensee no longer provides services to an occupant of the Building;
- (c) any structures, facilities or other works of any nature or any kind whatsoever, including, without limitation, third party telecommunications equipment, or facilities screen, shield or interfere in any manner with the signals transmitted or received by the Licensee's Equipment;
- (d) the Licensor defaults in the observance or performance of any of the Licensor's material obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Licensor, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensor promptly commences such cure with reasonable diligence;
- (e) 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;
- (f) where the Equipment Room or the Building Risers become damaged and it is not feasible to restore them within ninety (90) days after the damage; or
- (g) where the Building is expropriated by a lawful authority.

9.2 Termination by the Licensor: The Licensor shall have the right to terminate this Agreement, without compensation, upon thirty (30) days written notice to the Licensee in the event of the occurrence of any of the following:

- (a) the Licensee defaults in the payment of the License Fee or any other sum due under this Agreement, and such default continues for more than ten (10) days after receipt of written notice of such default by the Licensor to the Licensee;
- (b) the Licensee defaults in the observance or performance of any of the Licensee's material obligations under this Agreement and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensor to the Licensee, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence;
- (c) the Licensee commences bankruptcy or insolvency proceedings under any applicable bankruptcy or insolvency legislation or any Act having that effect. For greater clarity, the

appointment of a receiver, receiver/ manager, liquidator or trustee of the property and the assets of the Licensee is a default under this Agreement; or

(d) 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;

9.3 Restoration: The Licensee shall, prior to the end of the Term and within thirty (30) days of any early termination of this Agreement, remove the Licensee's Equipment and the Licensee's property from the Building and restore the Building by repairing any damage resulting from the installation, operation or removal of the Licensee's Equipment, excepting reasonable wear and tear. Any property not so removed may, unless mutually agreed otherwise, become the property of the Licensor without compensation to the Licensee. Any Building damage not repaired by the Licensee within seven (7) Business Days of the Licensee's removal of the Licensee's Equipment may be repaired by the Licensor, and the Licensee shall remain responsible to the Licensor for the actual, reasonable costs of such repair. This obligation to remove the Licensee's Equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to other telecommunications or other communications service providers ("TSP").

If due to CRTC mandated obligations upon the Licensee to provide services to other TSPs, the Licensee is not required by the above paragraph to remove the Licensee's Equipment ("Exempted Items") then despite the expiration or termination of the Term of this Agreement, all of the obligations of the Licensee under this Agreement will continue in full force and effect except that the obligation to pay any fees, including the Cost Recoveries and the License Fee, will be suspended so long as the Licensee does not provide telecommunications 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 the above paragraph. 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 Licensor, or a successor of the Licensor, the Licensee will be exempted from the obligation to remove the Exempted Items.

ARTICLE 10 -DAMAGE OR DESTRUCTION OF BUILDING - INTENTIONALLY DELETED

ARTICLE 11-FORCE MAJEURE

11.1 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 by, 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 mean any acts of god, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause 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 force majeure.

ARTICLE 12 -NOTICES

12.1 Notices: Any Notice pursuant to this Agreement shall be sufficiently given if in writing during regular business hours and personally served, or sent by facsimile or registered mail, and addressed or sent as specified below:

(a) if to the Licensor: 10019837 Manitoba Ltd. c/o Compass Commercial Realty
3 Spectacle Lake Drive, Suite 290, Dartmouth, NS, B3B 1W8

Attention:

Facsimile: (902) 454-9203

Telephone: (902) 454-1234

(b) if to the Licensee: Telus Communications Inc.
25 York Street
Toronto, Ontario, M5J 2V5

Attention: Richard Johnson, Manager, Building Access

Email: Richard_johnson@telus.com

Telephone: (416) 992-5684

12.2 Change of Address: Either party may change its address or particulars for the purposes of the receipt of any Notices in connection with this Agreement by giving Notice in the same manner as provided in Section 12.1 above.

ARTICLE 13 - MISCELLANEOUS

13.1 Entire Agreement: This Agreement cancels, replaces and supersedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing by their authorized representatives.

13.2 Waiver: No failure by either to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.

13.3 Successors and Assigns: This Agreement shall not be assigned by the Licensee, in whole or in part, without the express written consent of the Licensor, such consent shall not to be unreasonably withheld or delayed. Despite what is stated above, the Licensee may assign its rights under this Agreement to an affiliate of the Licensee, as defined in the Canada Business Corporations Act, or to a purchaser of substantially all of the assets of the Licensee, without the prior written consent of the Licensor. Licensee shall provide Licensor with notice of such a transfer as soon as is reasonably possible following the transfer.

If the Licensor 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), 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 paragraph. For greater clarity, nothing in this paragraph releases the Licensor from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

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

IN WITNESS WHEREOF the parties have executed this Agreement by their respective officers duly authorized in that behalf.

LICENSOR: **10019837 Manitoba Ltd. ~~c/o Compass Commercial Realty Ltd~~**

Per: 

Name: Chris Andrea

Title: ~~President~~ SVP, Property Management

I/We have authority to bind the company

LICENSEE: **Telus Communications Inc.**

Per: 

Name: Richard Johnson

Title: Manager, Building Access

Per: _____

Name: _____

Title: _____

I/We have authority to bind the company

SCHEDULE A

LEGAL DESCRIPTION OF LANDS

LOT 27 AND WLY 25 FEET OF LOT 28, PLAN 7092, WLTO, EXC. OUT OF BOTH SAID LOTS SLY 45 FEET
PERP, IN OTM LOTS 33 TO 39, PARISH OF ST. JAMES

SCHEDULE B

BUILDING RULES AND REGULATIONS

1. **Public Order:** The Licensee shall at all times abide by all laws, rules, regulations, ordinances, provisions and requirements relating to the Building or to the Equipment Room, as amended from time to time, and shall keep its employees, servants, agents and invitees under its control so as to prevent the performance of any acts or the carrying on of any practices which could damage the Building or its reputation or the Equipment Room, or could injure or annoy other tenants in the Building or their employees, servants, agents or invitees, or the public.
2. The Ordinary Business Hours of the Building shall be 8:00 A.M. to 6:00 P.M. on weekdays (exclusive of Building Holidays) unless and until changed by the Licensor, acting reasonably. The "Building Holidays" to be observed by the Building shall be all statutory holidays in Manitoba and any and all other days designated by the Licensor, acting reasonably.

After Ordinary Business Hours and on weekends and Building Holidays, the Building will be secured, and no Building services will be provided unless as an Additional Service at rates and charges determined by Licensor, acting reasonably.

3. **Access:** On Sundays, Holidays and outside Ordinary Business Hours on other days, access to the Building or the Equipment Room without proper and acceptable identification may be refused. The Licensee shall be responsible for all persons to whom it has issued keys and/or security access cards and shall be liable to the Licensor for all acts of such persons.
4. **Use of Equipment Room:** The Licensee shall not overload any floor of the Equipment Room nor shall it hang or suspend from any wall or ceiling or other part of the Building any of its equipment, displays, fixtures or signs without the prior written consent of the Licensor, such consent not to be unreasonably withheld or delayed.

If the Licensee installs any electrical equipment which overloads the electrical facilities, it shall at its own expense make whatever changes are necessary to comply with the requirements of the Licensor and its insurers and of the governmental authorities having jurisdiction, but not until it first submits to the Licensor plans and specifications for the required work and obtains the Licensor's written approval to perform the same, such approval not to be unreasonably withheld or delayed.

The Licensee shall not obstruct or encumber the sidewalks, plaza, entrances, lobbies, corridors, courts, elevators, escalators, vestibules or stairways in and about the Building or use them for any purpose other than ingress or egress from the Equipment Room.

No licensee, employee or invitee of any licensee shall go up on the roof of the Building except such roof or part thereof as may be designated in writing by the Licensor as a roof-deck or roof-garden area.

The Licensee must place and maintain other equipment in settings sufficient, in the Licensor's reasonable judgment, to absorb and prevent unreasonable vibration and prevent noise and annoyance.

No fire exit doors shall be obstructed.

The Licensee shall not use any telephone rooms located outside the Equipment Room (whether for equipment or otherwise) without the prior written agreement of the Licensor and on conditions imposed by the Licensor.

5. **Safety:** The Licensee shall not do or permit anything to be done in the Building, or bring or keep anything therein which is in any way hazardous or obstruct or interfere with the rights of other tenants or in any way injure or annoy them or the Licensor, or violate or act contrary to the requirements of the Licensor's insurers.

With the exception of back up battery power, which shall be operated and maintained in strict accordance with all applicable laws, including environmental laws, the Licensee shall not keep in the Equipment Room or the Building any dangerous or explosive or corrosive materials or fluids or other goods containing dangerous, explosive or corrosive materials or fluids. The Licensee shall not use or keep in the Equipment Room or the Building any inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation of the Licensee's business, which shall be handled and stored by the Licensee in strict accordance with all applicable laws, including environmental laws. The Licensee shall not, without the Licensor's prior written approval, use any method of heating or air-conditioning other than that supplied or approved by the Licensor.

The Licensee shall co-operate with the Licensor in the holding of fire drills and in practicing building evacuation procedures.

6. **Security:** The Licensee shall ensure that the doors of the Equipment Room are closed and locked before the Licensee or the Licensee's employees leave the Equipment Room so as to prevent damage.

The Licensee shall keep the doors to the Equipment Room corridors closed and locked at all times when not in use.

No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any licensee, nor shall any changes be made in existing locks or the mechanism thereof. Lock cylinders and keys shall be changed by the Licensor at the Licensee's expense upon receipt of written request from the Licensee.

The Licensee must, upon the expiration or sooner termination of its tenancy, return to the Licensor all keys and/or access cards either furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys so furnished, the Licensee shall pay to the Licensor the cost of replacement keys.

- 7. Receiving of Supplies:** All loading and unloading equipment and furniture shall be made at such hours and in accordance with such rules as the Licensor, acting reasonably, may prescribe.

The delivery or movement of any equipment must take place during the hours which the Licensor may reasonably determine from time to time and in the freight elevator if an elevator is to be used. Only hand trucks equipped with rubber tires and side guards may be used for moving equipment into the Building. All equipment entering or leaving the Building must be shipped through the loading area and the freight elevator. In no event shall equipment be moved through the mall or ground floor entrances or lobbies to the Building. The Licensor reserves the right to inspect all equipment to be brought into the Building and to exclude from the Building all equipment which violates any term of this Agreement:

The Licensee shall not permit any items delivered to or dispatched by it to create any mess or odor or to obstruct stairwells to the parkade or any other element of the Building.

- 8. Maintenance Requests:** Maintenance requests will be attended to only if made to the Licensor at the management office in the Building. Building employees will not perform any work or do anything outside of their regular duties, unless under special instructions from the office of the Licensor.
- 9. Alterations and Repairs:** The Licensee shall not mark, paint, drill into, or in any way deface any part of the Equipment Room or the Building or paint any ceiling, ceiling tile, suspension grid or light fixtures, unless approved by the Licensor in advance, in writing.

The Licensee shall not alter the standard building ceiling lighting or HVAC system or install any additional lighting or abnormal power consuming equipment without prior written approval of the Licensor.

- 10. Advertising:** The Licensee shall not erect, install, display, inscribe, paint or affix any sign, lettering or advertising medium to, upon or above the exterior of the Equipment Room, or use the interior glass surface of any show window or door, without the Licensor's prior written consent.
- 11. Canvassing:** Canvassing, soliciting, distribution of handbills and peddling in the Building is prohibited and each licensee shall operate to prevent the same.
- 12. Vehicles:** Vehicles are to be parked or left or secured only in areas designated by the Licensor.

SCHEDULE C

LICENSE FEE

The annual License Fee for the Term is \$0.00.