

**BUILDING ACCESS LICENSE AGREEMENT**

**675 West Hastings Street  
Vancouver, B.C.**

THIS AGREEMENT ("Agreement"), dated for reference the 6 day of November 2022, made

BETWEEN:

**PERMANENT ENTERPRISES LIMITED**

c/o Uptown Property Group  
Suite 500, 900 West Hastings Street  
Vancouver, B.C. V6C 1E5

(the "Licensor")

AND:

**TELUS COMMUNICATIONS INC.**

25 York Street, Floor 22  
Toronto, Ontario M5J 2V5

(the "Telus")

WHEREAS:

- A. The Licensor is the owner of the land and building located at 675 West Hastings Street, Vancouver, British Columbia (the "Building");
- B. The Licensor has, at its cost, installed a new telecommunication riser system to provide a pathway for telecommunication service providers wishing to install telecommunication wiring between the B2 level and the office floors of the Building in order to provide service to tenants located in the Building.
- C. Telus wishes to use wall space in the Tel Room and existing pathways in the basement level B2 of the Building for the placement of telecommunication equipment and wiring, so that it can provide telecommunication services to tenants of the Building;
- D. Telus wishes to utilize one of the newly installed telecommunication risers in the Building for the purpose of installing telecommunication wiring between the Tel Room and the office floors in the Building.

WITNESSES THAT in consideration of the mutual covenants and agreements hereinafter set forth, the Licensor and Telus covenant and agree as follows:

1. Definitions

In this Agreement,

- (a) "**Building**" means the Royal Bank Building located at 675 West Hastings Street, Vancouver, B.C.
- (b) "**Tel Room**" means that the wall space located in the B2 level of the Building as outlined in heavy black on the floor plan attached hereto as Schedule A;

- (c) **"Riser System"** means the new telecommunications riser system installed by the Licensor, connecting the B2 level of the Building with the office floors of the Building, consisting of four (4) dedicated 2-inch diameter rigid conduits and 24x24x10 lockable service cabinets located on each floor, and
- (d) **"Riser"** means one (1) of the four conduits that are part of the Riser System, which is assigned by the Licensor to Telus for the duration of this Agreement.
- (e) **"CLEC"** means Competitive Local Exchange Carrier, a business which leases wiring from TELUS, as mandated by the CTRC.

## 2. License

Subject to the terms and conditions herein, the Licensor hereby grants to Telus a license for the following:

- (a) the use of wall space in the Tel Room on a non-exclusive basis for the purpose of installing, operating, servicing and maintaining Telus' telecommunications equipment serving the Building; and
- (b) the use of the Riser on an exclusive basis, together with the non-exclusive use of the lockable service cabinets on each floor that connect the conduit system of the Riser.
- (c) access those specific areas of the Building and the common areas of the Building as may be reasonably necessary in order to install, construct, operate, maintain, repair, modify, improve, upgrade, replace, relocate within the equipment space including the Tel Room and the Riser, and remove, at Telus' sole expense and risk, the Equipment as defined in Section 8, in the Building.

Telus will use the Tel Room and the Riser only for the intended purpose of serving tenants in the Building, and for no other purposes. Telus will not service other buildings or clients from the Tel Room.

Telus will accept the Tel Room on an as-is where-is condition, and the Licensor makes no representations or warranties with respect to the condition or the suitability of the Tel Room for the purposes of this License.

## 3. Term

Subject to the termination provisions set forth in Section 4, the term of this Agreement (the "Term") will be ten (10) years commencing on January 1, 2023 (the "Commencement Date") and ending December 31, 2032. This Agreement may be renewed by mutual agreement as set out in Section 18.

## 4. Termination

The Licensor shall have the right to terminate this Agreement upon 30 days written notice to the Licensee if either one of the following situations apply:

- (a) if Telus has failed to remedy a default under the License within 30 days after receipt of written notice by the Licensor specifying the default, or,
- (b) If Telus become insolvent or bankrupt or a petition is filed for the reorganization of the Telus under the Bankruptcy and Insolvency Act.

If this Agreement is so terminated, the provisions of Section 16 will apply.

5. License Fee

Telus will pay to the Licensor a monthly license fee (the "License Fee") in the amount of \$150.00 per month, plus GST, consisting of a rental charge of \$ N/A per month (plus GST) for the use of the Tel Room, plus \$150.00 per month (plus GST) to reimburse the Licensor for the cost of constructing the Riser.

The Licensee Fee shall be paid on the first day of each calendar month during the Term at the Licensor's office at the Building, or at such other address specified by the Licensor. Telus shall have the option to pay the Licensee Fee once annually in advance.

6. Other Costs

The Licensee Fee will be fully net to the Licensor. Telus will pay all other costs, including, without limitation, permit fees, utilities, maintenance costs and any other costs and expenses whatsoever in relation to the license of the Tel Room and the Riser and the provision by Telus of telecommunication services to the tenants in the Building. Telus will also pay for all costs of fulfilling its obligations under this Agreement.

7. Compliance with Laws

Telus will, at its cost, comply with all laws and regulations of all governmental authorities having jurisdiction which relate, directly or indirectly, to the use, occupancy, repair and maintenance of the Tel Room and the Riser including, without limitation, those relating to hazardous substances and other environmental regulations.

Telus will not permit any liens under the Builders Lien Act to be registered against the title of the Building. In the event that any lien is so filed, Telus will take immediate action to cause same to be removed.

8. Equipment in Tel Room

Telus will be solely responsible for installing, operating, maintaining, servicing, repairing and replacing its telecommunication equipment and all related equipment (collectively the "Equipment") in the Tel Room. Telus will service the Equipment in accordance with the maintenance recommendations by the manufacturers of the equipment and will ensure that the Equipment is at all times in good operating condition. Without limiting the generality of the foregoing, Telus will ensure that the Equipment is kept clean, does not pose a safety hazard, and operates in such a manner that it generates the least amount of noise.

9. Wiring in Riser

Telus will be solely responsible for installing, operating, maintaining, terminating, labelling, repairing and replacing the telecommunication wiring and cables (the "Wiring") in the Riser. All Wiring will be low voltage or fibre optic cabling, as detailed in the wiring diagram attached hereto as Schedules C and D, and will be properly labelled. Telus will not install electrical wires (i.e. 120V) in the Riser.

Telus will be responsible for keeping an accurate inventory of the Wiring installed, and provide the Licensor with this information upon request. Telus shall remove any abandoned cables forthwith. Telus will comply with the Licensor's requirements for the installation, routing, fire stopping, and related matters.

10. Utilities

Telus will cause the Equipment to be connected to those electrical circuits or outlets as designated for this use by the Licensor. Telus will not connect any part of the Equipment to any other electrical circuits or panels. Telus will reimburse the Licensor for the cost of electricity consumed by all connected Equipment in the Tel room, if any, at current BC Hydro rates, based on consumption estimates as mutually agreed to by Licensor and Telus, both acting reasonable. If the Licensor and Telus fail to agree on the amount for utilities hereunder, Telus will, at its cost, install electrical metering equipment, connect all Equipment in a way so that all its consumption is metered, and the amount due for electricity shall be as actually metered and charged at current BC Hydro rates.

11. Connection to tenant spaces

Telus may, as detailed in Schedule C and D, and subject to the Licensor's prior approval, install wiring to connect the Riser to the server room of the subject tenant space. All such wiring will be in rigid conduit. Telus will, prior to commencing installation, submit to the Licensor a floor plan showing proposed routing for the connecting conduit, completed with installation and fire-stopping details, for the Licensor's review and approval, and will adjust such plan as required to accommodate the reasonable changes directed by the Licensor. The Licensor will provide access to the tenant spaces as required, subject to each tenant's cooperation,

12. Access

Subject to the security requirements of the Licensor, Telus will have access to the Tel Room and the Riser for the purpose of servicing or repairing the Equipment and Wiring during regular business hours, which are 8:00am to 5:00pm Monday to Friday.

If Telus requires access to the Tel Room after regular business hours or during an emergency, the Licensor will make reasonable effort to facilitate such access, and Telus will pay for the Licensor's reasonable cost of its security contractor to provide access.

In accessing the Tel Room for servicing or replacing the Equipment, and installing Wiring in the Riser, Telus will not disturb the tenants of the Building or interfere with their rights or the use and enjoyment of their premises.

Telus will not do, suffer, or permit any act or neglect which could in any manner, directly or indirectly, cause injury or damage to the Tel Room, the Riser System or to the Building or to any fixtures or appurtenances thereof, or which could be or become a nuisance or interference with the comfort of any of the occupants of the Building or which, in the opinion of the Licensor, render the Building or any part thereof less desirable or injure the reputation of the Building as a first class office building.

13. Indemnity

Telus will indemnify and save harmless the Licensor from any claims, demands, action, causes of actions, losses or expenses related to or arising out of damage to the Building or the personal property of the Licensor and its tenants, and from any damage to personal property of others or personal injury (including death) of any persons, as a result of or arising from Telus' negligence in using the Tel Room and the Riser except those caused and contributed to by the Licensor's negligence.

14. Insurance

Telus will maintain in force throughout the Term of this Agreement the following insurance coverage:

- (a) "all risk" property insurance covering all of Telus' property situated within the Tel Room and Riser including all leasehold improvements with Licensor as loss payee as its interests may appear at full replacement cost thereof;
- (b) comprehensive general liability insurance (including legal liability) against claims for personal injury, bodily injury, death and property damage occurring upon or in or about the Tel Room or the Building, such coverage to include the activities and operations conducted by Telus and those for whom Telus is in law responsible. Such policies will be written on a comprehensive basis with inclusive limits of not less than \$3,000,000 per occurrence or such higher limit as the Licensor, acting reasonably, may require from time to time, and be placed with insurance carriers approved by the Licensor, acting reasonably. Excess or umbrella insurance may be used to achieve the required limits of insurance.

Telus will provide to the Licensor a certificate of insurance evidencing such insurance coverage. All such insurance policies will list the Licensor as an additional insured.

15. Non-exclusive License

Except as otherwise noted in this Agreement, the license granted hereunder shall be non-exclusive, and the Licensor may grant additional licenses or permits to other parties to access the Building and the Riser System for the purpose of providing telecommunication services to the tenants of the Building.

16. Transfer

This Agreement may not be transferred or assigned by Telus. Telus will not permit third parties to utilize any part of the Tel Room or the Riser, except as otherwise mandated by the CTRC.

Notwithstanding the above, Telus may assign its rights under the Agreement, on a bona-fide basis, to an Affiliate, or to a purchaser of substantially all of the assets of Telus, without the prior written approval of the Licensor, but in such case, Telus will provide written notice of such assignment to the Licensor.

17. Removal Upon Termination

Upon the scheduled expiration of this Agreement (or an earlier termination if this Agreement is terminated early in accordance with Section 4), Telus will, at its sole cost and at its responsibility, complete the following work (the "Restoration Work") within 30 days:

- (a) remove all Equipment from the Tel Room, make good any damage to walls, doors and frames, floors and any common areas caused by such removal, and surrender the Tel Room to the Licensor in a broom clean condition free of debris and abandoned equipment;
- (b) remove all Wiring from the Riser; and
- (c) return all keys and access fobs to the Tel Room and the Building to the Licensor.

In the event that Telus fails to complete the Restoration Work, then the Licensor or its authorized agents may effect such Restoration Work, and all actual and reasonable costs incurred by the Licensor in that regard will be paid by Telus to the Licensor upon demand.

The obligations of Telus under this Section 17 will survive the termination of this Agreement.

If due to CRTC-mandated obligations upon Telus to provide services to other TSPs, Telus is not required to remove the Equipment ("Exempted Items"), then despite the expiration or termination of the Term of this Agreement, all of the obligations Telus and the Licensor under this Agreement

will continue in full force and effect, except that Telus' obligation to pay the Licence Fee will be suspended so long as Telus does not provide Services. That situation will continue (subject to the sentence following this one) until Telus' CRTC-mandated obligations end, and Telus removes the Exempted Items and restores damage as provided in this section. 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, Telus will be exempted from the obligation to remove the Exempted Items.

18. Renewal

Telus will have the option to extend this Agreement at the same terms and conditions for one (1) further term of ten (10) years (the "**First Renewal Term**"), upon providing six (6) months prior written notice to the Licensor. Except for the aforementioned option to extend, there will be no renewal or extension of the Term of this Agreement, and Telus will not have any further options to renew or extend the Term. This Agreement will end upon the expiration of the Term, or the First Renewal Term, as the case may be, unless otherwise agreed to in advance in writing by the Licensor.

19. Governing Law

This Agreement will be governed by and is to be enforced, construed and interpreted in accordance with the laws of the Province of British Columbia.

20. Special Provisions

The additional clauses set out on Schedules B to D attached hereto are hereby made part hereof.

21. Enuring Effect

This Agreement will be enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

22. Confidentiality

The Licensor shall treat the details of this Agreement and any information acquired as a result of this Agreement from Telus concerning the plans, businesses, technology, products, processes, work or services of Telus or its Affiliates as strictly confidential.

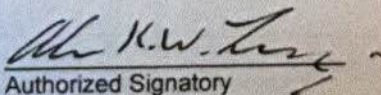
IN WITNESS WHEREOF the parties hereto have executed this Agreement as the day and year first above written.

LICENSOR

TELUS

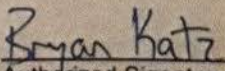
PERMANENT ENTERPRISES LIMITED

TELUS COMMUNICATIONS INC.

Per:   
Authorized Signatory

Per:   
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

Per:   
Authorized Signatory

## SCHEDULE "B"

### SPECIAL PROVISIONS

The Licensor and Telus hereby acknowledge and agree as follows:

1. Telus will install new Wiring in the new Riser to replace the existing wiring under the responsibility and control of Telus in the old riser system.
2. Telus will migrate any existing services that under the responsibility and control of Telus, to the new Wiring. Such work shall be completed by Telus at its sole cost by no later than December 31, 2023. It is expressly agreed that the migration of services which are managed by third parties will not be the responsibility of Telus. The Licensor acknowledges that Telus cannot migrate CLEC services and the Licensor will contact CLECs to migrate their services to the new Riser.
3. The Licensor and Telus will work cooperatively to ensure that any disruption of telecommunication services to Telus' clients is kept to a minimum.
4. Following completion of the work to migrate the telecommunications services provided to the Building's tenants by Telus to the new Riser, Telus will remove its existing wiring and termination blocks and panels under its control from the existing riser system, and vacate the existing riser system.

Furthermore, following completion of the work to migrate the telecommunications services provided to the Buildings' tenants by Telus to the new Riser, Telus will remove any abandoned wiring and termination blocks and panels from the wall on the Tel room.

**SCHEDULE "C"**

**WIRING DIAGRAM**