

**TELECOMMUNICATIONS LICENSE AGREEMENT
INFORMATION PAGE (POP)**

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT dated the 23rd day of April, 2015 between HDL INVESTMENTS INC. as the Licensor and TELUS Communications Company as the Licensee.

Building: 715-5th Avenue SW in the City of Calgary, and the Province of Alberta.

Floor Area of Deemed Area: 100 square feet. The exact measurement of the Deemed Area may be verified by an architect or surveyor employed by the Licensor for that purpose and upon verification, an adjustment of the License Fee and the floor area will be made retroactively to the Commencement Date.

Commencement Date: the 1st day of January, 2016

Term: 5 years

License Fee: \$3,500.00 annually in advance due on the Commencement Date and each anniversary thereafter.

Electrical Consumption Fee: \$0 annually in advance due on the Commencement Date and each anniversary thereafter.

Renewal Term: 2 period(s) of five (5) years.

Notices: **Licensor**

c/o Tillyard Management Inc.
Suite 400, 715- 5th Avenue S.W.
Calgary, Alberta, T2P 2X6
Attention: Property Manager
Tel No: (403) 531-3663

Licensee

TELUS Communications Company
25 York Street, 26th Floor
Toronto, ON
M5J 2V5
Attention: Richard Johnson
Manager, Building Access

TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 23rd day of April, 2015.

BETWEEN:

HDL INVESTMENTS INC.

(hereinafter the "Licensor")

- and -

TELUS COMMUNICATIONS COMPANY

(hereinafter the "Licensee").

IN CONSIDERATION OF the covenants, terms, conditions and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each of the parties to this Agreement) the Licensor and Licensee covenant and agree as follows:

1. DEFINITIONS

In this Agreement:

"Acting Reasonably" or "Act Reasonably" means acting in a manner that is rational and is not arbitrary, capricious or for the purpose of obtaining a benefit collateral to the basic intent of this Agreement.

"Affiliate" means a body corporate that is affiliated with another within the meaning of the Canada Business Corporations Act.

"Agreement" means this agreement and its Schedules.

"Article", "Section", "Subsection" or "Schedule" means and refers to the specified article, section, schedule or paragraph, as the case may be, of this Agreement.

"Building" the office building situate on the Lands, municipally described as 715-5th Avenue S.W., Calgary, Alberta.

"Business Day" means a day that is not Saturday, Sunday, or a statutory holiday in the Province of Alberta.

"Business Taxes" means all taxes, rates, charges, duties, levies, assessments and licence fees that are rated, levied, charged or assessed with respect to: (a) operations at, occupancy of, or conduct of business in or from the Building by or with the permission of the Licensee, (b) fixtures or personal property in the Equipment Area(s) which do not belong to the Licensor, (c) the Fee payable by the Licensee hereunder, or (d) the use and occupancy of all or any portion thereof.

"Commencement Date" has the meaning ascribed thereto in Section 4.

"Communications Equipment" means cabinets, racks, electronic equipment and other equipment installed, or to be installed by the Licensee, in, or on, an Equipment Area in accordance with this Agreement.

"Communications Spaces" means pathways and areas for use by the Licensee in common with others, for Connecting Equipment and other equipment and shown on Schedule "A".

"Connecting Equipment" means the cables, conduits, inner ducts and connecting hardware installed, or to be installed by the Licensee, through an Entrance Link and in the Communication Spaces in accordance with this Agreement and the wiring and facilities connecting the Communications Equipment and any other equipment of the Licensee to a power supply.

"Costs" means those costs and charges more particularly described in Schedule "B" attached hereto.

"Cross Connection" means the connection of one wire or cable under the management and control, or ownership of one telecommunications service provider 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 telecommunication service provider to that of another, or any of its components.

"Entrance Link" means a coresleeve, or other penetration through the Building's foundation walls or elsewhere designated by the Licensor for use by the Licensee in common with others and shown on Schedule "A".

"Equipment Area(s)" means each area depicted or described in Schedule "A" as an "Equipment Area".

"Event of Default" means each of the following events which shall be deemed to be an Event of Default by the Licensee under this Agreement:

- (a) the Licensee defaulting in the payment of any Occupancy Charges or Cost, or other sum of money due to the Licensor for more than five (5) days after written notice;

- (b) the revocation of the Licensee's permission to provide telecommunications services by any governing entity authorized to permit or regulate the Licensee's providing of such services;
- (c) 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;
- (d) 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;
- (e) the Licensee's breaching of any of Subsections 10(a), 10(b) and 10(c);
- (f) the ceasing of the Licensee to carry on business in the ordinary course; and
- (g) the Licensee's defaulting in the observance or performance of any of the Licensee's other obligations under this Agreement and the default continuing for more than ten (10) days, (or 48 hours in the case of a failure to insure) after written notification of the default by the Licensor to the Licensee.

"Exclusive Use Area" means an area (if any) shown on Schedule "A" as an "Exclusive Use Area" and forming part of an Equipment Area.

"Fee" means any amount payable by the Licensee under this Agreement, including Occupancy Charges and Cost.

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

"In-Building Cable Facilities" means the Connecting Equipment in the Communication Spaces situated between the Equipment Area(s) and the leasable areas of the Building and other areas that might be occupied by the Licensee's subscribers or potential subscribers.

"Lands" means those lands and premises in Calgary, Alberta legally described as

Lots ONE (1) to FIFTEEN (15) inclusive and that portion of Lot SIXTEEN (16) which lies to the west of the easterly TWELVE (12) Feet SIX (6) inches thereof in Block TWENTY EIGHT (28) on Plan A.1 Calgary, excepting out of Lots FIFTEEN (15) and SIXTEEN (16) all mines and minerals. Being a Leasehold Title for a term of 99 years from the 18th day of February, A.D. 1974.

"Licensee's Equipment" means the Communications Equipment and the Connecting Equipment.

"Normal Business Hours" means the business hours stipulated from time to time by the Licensor, Acting Reasonably, during which the Building is normally open for business.

"Occupancy Charges" means the Occupancy Charges to be paid pursuant to the provisions of Schedule "B" attached hereto for the space needed to access and house the Licensee's Equipment.

"Owner(s)" means the owner or owners from time to time of the Building.

"Parties" means all parties to this Agreement and a "Party" means any one party to this Agreement.

"Plans and Specifications" means the working drawings, plans, specifications and other applicable construction or installation plans referred to in Subsection 6(a).

"Prime" means the rate quoted from time to time as its "prime rate" for commercial loans in the City of Calgary by the Chartered Canadian Bank designated from time to time by the Licensor.

"Released Persons" means the Licensor, its Affiliates, the Owner(s), their respective Affiliates, the Riser Manager (if any), any property manager that provides management for the Building, any lender that holds security on the Building and the respective officers, directors, employees, agents and contractors, of all and any of them.

"Term" has the meaning ascribed thereto in Section 4.

2. GRANT OF LICENSE

Subject to and in accordance with the provisions of this Agreement, the Licensor grants to the Licensee for the Term, a non-exclusive license, revocable only in accordance with the express terms of this Agreement, to:

- (a) install, operate, maintain, improve, replace and remove, at the Licensee's sole expense and risk, certain Communications Equipment in the Equipment Area(s); and
- (b) install, maintain, operate and replace, at the Licensee's sole expense and risk, certain Connecting Equipment, through the Entrance Link(s) and through the Communications Spaces to the premises of tenants and occupants of the Building.

Although the license granted to the Licensee is non-exclusive, if an Exclusive Use Area is identified in Schedule "A" of this Agreement, the Licensee will not be required to share occupancy of the Exclusive Use Area with any other licensee or any tenant or other occupant of the Building.

3. COSTS AND OCCUPANCY CHARGES

The Licensee shall pay the following to the Licensor:

- (a) annual Occupancy Charges, beginning on the Commencement Date and payable in equal monthly instalments in advance, without deduction, set off or abatement, as specified on Schedule "B" attached hereto;
- (b) on the date of the Licensee's execution of this Agreement, the Initial Costs specified in Schedule "B"; and
- (c) during the term of this Agreement, the Ongoing Costs more particularly set out in Schedule "B" attached hereto.

4. TERM

The term of this Agreement (the "Term") will commence on January 1, 2016 (the "Commencement Date") and expire on December 30, 2020. However, if the Licensee has not installed the Licensee's Equipment in the Building within one hundred and eighty (180) days of the Commencement Date, the Licensor may terminate this Agreement on thirty (30) days' notice to the Licensee and Section 15 will apply.

5. USE

- (a) The Licensee shall use the Communications Spaces and the Equipment Area(s) in the Building solely for the purpose of providing telecommunication services to the tenants or occupants situated in the Building who subscribe for those services during the respective terms of their tenancies.
- (b) The Licensee shall not serve other properties from the Building without further agreement with the Licensor.
- (c) This Agreement prohibits the installation or operation by or on behalf of the Licensee, of all forms and types of rooftop communications equipment or wireless communications equipment and all types of broadcasting equipment and services, without further agreement with the Licensor.

6. INSTALLATION, CONSTRUCTION AND ALTERATIONS BY LICENSEE

- (a) Prior to any installation, construction or other work and prior to any 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 the following: working drawings, plans and specifications for the work or installation detailing, without limitation, the type, size and location of the Licensee's Equipment, the Communication Spaces to be used by the Licensee and the

Equipment Area(s), all specifically describing the proposed construction and work (collectively the "Plans and Specifications"). All Plans and Specifications must be prepared in accordance with the best engineering standards and will be considered as part of the Plans and Specifications only when they have been approved by the Licensor, in writing. The Licensor's approval of Plans and Specifications will not be considered a representation or acknowledgement that the Licensee's Equipment will not cause interference with other systems or equipment in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations. The Licensor will Act Reasonably in attempting to accommodate the Licensee's reasonable requirements for the time frames for approval of Plans and Specifications, but the Licensee acknowledges that either (i) the Licensor will not be required to expend funds, or to retain consultants or additional staff to meet the time requirements of the Licensee; or (ii) the Licensor may choose to have external resources to review Plans and Specifications notwithstanding completion of such work or installation in the Building. Where the work or installation is not found to be to the satisfaction of the Licensor, Acting Reasonably, then the Licensor may require the Licensee to reinstall its equipment to the satisfaction of the Licensor and failing which, in addition to any other remedy it has in this Agreement, the Licensor shall be entitled to undertake the required modifications or reinstallation as are reasonably required at the Licensee's sole cost and expense.

- (b) All installation and construction, including but not limited to alterations and upgrades, shall be performed only:
 - (i) in a neat, responsible and good and workmanlike manner, using the best construction standards,
 - (ii) strictly in accordance with any requirements imposed by the Licensor, Acting Reasonably, concerning the manner and times of installation and construction;
 - (iii) in accordance with all applicable laws, rules and regulations;
 - (iv) using only contractors approved in writing by the Licensor Acting Reasonably; and
 - (v) strictly in accordance with the Plans and Specifications.
- (c) 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 Licensor prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable standards including safety standards, as may be periodically revised by any governing body with jurisdiction over the Licensee's operations.

- (d) The Licensee shall label each cable installed by or used by the Licensee in the Communications Spaces, in each telephone closet through which the cables pass and, in addition, at any intervals and at additional locations that the Licensor might require. The labelling will be in a format approved by the Licensor and will include identification information such as, but not limited to, reference to this Agreement (to serve as identification), the floor where the cable originates and the floor where the cable terminates and any other information as may be periodically required by the Licensor. The Licensor will Act Reasonably in connection with the requirements stated above in this Section. If the Licensee fails to label, in accordance with the foregoing, then the Licensor shall be entitled to retain the services of a reputable third party contractor to conduct such labelling and the costs of same shall be paid for by the Licensee forthwith upon receipt of the invoice from the Licensor for such costs.
- (e) The Licensee will be required to provide to the Licensor as built drawings prepared by a professional engineer and in whatever format the Licensor requires, Acting Reasonably, depicting the Licensee's Equipment, its locations, its method of installation and any other actual on-site conditions required by the Licensor. Those as-built drawings will be required to be updated and revised from time to time should any changes occur to the Equipment Area(s), the Building or the Licensee's Equipment. The as-built drawings will be provided in each case no later than twenty-one (21) days after the Licensor's written request. Any fees or other costs incurred by the Licensor in reviewing these as-built drawings will be paid by the Licensee.
- (f) The Licensee shall be obliged to provide, at all times and from time to time, a current wiring map showing all wiring locations and networks within the Building which are owned or used by the Licensee. If requested by the Licensor, Acting Reasonably, the Licensor may retain the services of a third party consultant to post such wiring plans to the Licensor's Building wiring mapping library or software and the costs of same shall be paid by the Licensee, or pro-rated amongst all telecommunications service providers in the Building using such services equally as determined by the Licensor Acting Reasonably.
- (g) The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under the Licensee. The Licensee shall also indemnify, hold harmless and defend the Licensor against any such liens, including the reasonable fees of the Licensor's solicitors. The provisions of this Section shall survive termination of this Agreement. All liens shall be removed within five (5) days of notice to the Licensee to do so. The Licensor may, at the cost of the Licensee, pay money into court to obtain removal of a lien if the Licensee fails to do so, as required and the Licensee will pay such cost to the Licensor forthwith.
- (h) The Licensor makes no warranty or representation that the Equipment Area(s), the Communications Spaces or any part of the Building are suitable for the Licensee's use and accepts no responsibility if they are not suitable. The Licensee is deemed

- (d) The Licensee shall label each cable installed by or used by the Licensee in the Communications Spaces, in each telephone closet through which the cables pass and, in addition, at any intervals and at additional locations that the Licensor might require. The labelling will be in a format approved by the Licensor and will include identification information such as, but not limited to, reference to this Agreement (to serve as identification), the floor where the cable originates and the floor where the cable terminates and any other information as may be periodically required by the Licensor. The Licensor will Act Reasonably in connection with the requirements stated above in this Section. If the Licensee fails to label, in accordance with the foregoing, then the Licensor shall be entitled to retain the services of a reputable third party contractor to conduct such labelling and the costs of same shall be paid for by the Licensee forthwith upon receipt of the invoice from the Licensor for such costs.
- (e) The Licensee will be required to provide to the Licensor as built drawings prepared by a professional engineer and in whatever format the Licensor requires, Acting Reasonably, depicting the Licensee's Equipment, its locations, its method of installation and any other actual on-site conditions required by the Licensor. Those as-built drawings will be required to be updated and revised from time to time should any changes occur to the Equipment Area(s), the Building or the Licensee's Equipment. The as-built drawings will be provided in each case no later than twenty-one (21) days after the Licensor's written request. Any fees or other costs incurred by the Licensor in reviewing these as-built drawings will be paid by the Licensee.
- (f) The Licensee shall be obliged to provide, at all times and from time to time, a current wiring map showing all wiring locations and networks within the Building which are owned or used by the Licensee. If requested by the Licensor, Acting Reasonably, the Licensor may retain the services of a third party consultant to post such wiring plans to the Licensor's Building wiring mapping library or software and the costs of same shall be paid by the Licensee, or pro-rated amongst all telecommunications service providers in the Building using such services equally as determined by the Licensor Acting Reasonably.
- (g) The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under the Licensee. The Licensee shall also indemnify, hold harmless and defend the Licensor against any such liens, including the reasonable fees of the Licensor's solicitors. The provisions of this Section shall survive termination of this Agreement. All liens shall be removed within five (5) days of notice to the Licensee to do so. The Licensor may, at the cost of the Licensee, pay money into court to obtain removal of a lien if the Licensee fails to do so, as required and the Licensee will pay such cost to the Licensor forthwith.
- (h) The Licensor makes no warranty or representation that the Equipment Area(s), the Communications Spaces or any part of the Building are suitable for the Licensee's use and accepts no responsibility if they are not suitable. The Licensee is deemed

compliance with governmental requirements and, except where the Licensor specifically directs otherwise, perform those matters on the Licensor's behalf and indemnify the Licensor in respect of any failure of the Licensee to perform its obligations under this Section.

- (b) The Licensee shall not:
- (i) interfere with the use and enjoyment of the Building by the Licensor or by tenants or occupants of the Building or other buildings;
 - (ii) allow the Licensee's Equipment to disrupt, adversely affect, or interfere with other providers of communications services in the Building, the Building's operating, elevator, safety, security, utility, or other systems, the structural elements of the Building, or with the use or operation of communications or computer devices, systems, facilities and devices situated in the Building or on neighbouring properties;
 - (iii) make any claim against the Licensor for damage to the Licensee's Equipment, (including theft, misappropriation or loss) except to the extent due directly to the Licensor's negligence or wilful misconduct;
 - (iv) 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 Cable Facilities;
 - (v) except as required by law, under any circumstances, permit any other telecommunications supplier or other communication provider to co-locate equipment in its Equipment Area(s) or 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 (except as may be required or permitted by the Licensor);
 - (vi) 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;
 - (vii) 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 entranceways and will not interfere with the use and enjoyment of the Building by the Licensor or by tenants or occupants of the Building or other buildings;
 - (viii) use any part of the Equipment Area(s) or any other part of the Building as offices, for administration purposes, marketing, advertising, storage, or

any other purpose not specifically provided for in this Agreement and approved by the Licensor; or

- (ix) conduct marketing activities, merchandising activities, advertising campaigns or other forms of promotion within the Building without prior written approval of the Licensor, Acting Reasonably, nor make any public announcement, pertaining to this Agreement without the Licensor's prior written approval.

8. ACCESS RESTRICTIONS

- (a) Only those persons that are authorized by the Licensee in writing and who are identified and approved in accordance with the Licensor's security procedures for the Building (and, subject to Section 9.3, no others) may have access to the Equipment Area(s) and to the Communications Spaces. The Licensee shall ensure that its employees and other authorized persons invited on its behalf strictly comply with the Licensor's security and safety procedures and any restrictions on hours of access imposed by the Licensor. The Licensee shall be fully responsible for the acts and omissions of its employees and other authorized persons invited on its behalf to enter the Building.
- (b) Except in the event of an emergency, the Licensee will give at least twenty-four (24) hours' written 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. Any person who accesses the Communication Spaces, or any other part of the Building which the Licensor designates, may be required by the Licensor to be accompanied by a representative of the Licensor designated for that purpose, the cost of which will be paid by the Licensee to the Licensor based on reasonable cost. If there is an emergency, the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Communications Spaces or other designated area of the Building and, within five (5) days following the entry, shall provide to the Licensor a written report detailing the nature of the 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 Area(s) or any Exclusive Use 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 Area(s), Exclusive Use Area, or the Building or for such other purposes as the Licensor considers necessary Acting Reasonably. The Licensor will, however, except in case of an emergency, give the Licensee at least 24 hours' advance notice before entry into

an Exclusive Use Area and will use reasonable efforts to minimize any interference with the Licensee's operations.

9. INSURANCE AND RISK MANAGEMENT

- (a) Unless otherwise agreed with the Licensor, the Licensee shall maintain in force, at its expense, during the Term in form and content satisfactory to the Licensor, Acting Reasonably:
 - (i) a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Licensor, Acting Reasonably insuring the Licensee and, as additional named insureds, the Licensor, the Owner(s) and any additional parties that the Licensor, Acting Reasonably, may designate by written notice, with a combined single limit of not less than Ten Million Dollars (\$10,000,000.00) for injury, death and property damage including damage or loss to the Building and any property of the Released Persons and for injury or death of the Released Persons as well as for any injury or loss suffered by any of the customers of the Licensee;
 - (ii) automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000.00);
 - (iii) contingent employers' liability insurance;
 - (iv) liability insurance covering liability for damage to property in its care custody and control, in such reasonable amounts as the Licensor requires, Acting Reasonably; and
 - (v) all risks property insurance on the Licensee's Equipment on a full replacement cost basis with a waiver of subrogation against the Licensor.

The Licensee's liability insurance will contain owners' and contractors' protective coverage, contractual liability coverage including coverage for the Licensee's indemnity obligations under this Agreement, a cross liability and severability of interests clause; will be written on an occurrence basis and will provide protection against economic and consequential loss. The Licensee's insurance shall contain provisions providing that the insurance shall be primary insurance with any other insurance maintained by the Licensor, or the Owner(s) being excess and non-contributing with the insurance of the Licensee. Each of the Licensee's liability insurance policies will be endorsed to require at least thirty (30) days prior written notice of any material change, expiration, or cancellation of the policy to be given to the Licensor.

- (b) The Licensee will provide to the Licensor before entering on any part of the Building for the purpose of installation or operation of any of the Licensee's Equipment insurance certificates in a form, detail and content satisfactory to the Licensor confirming that the coverages and policies required to be maintained by

the Licensee as provided above, are in full force and effect. On each anniversary of the Commencement Date the Licensee will provide to the Licensor updated and current certificates satisfying the requirements stipulated above. The Licensor reserves the right to require that certified copies, or true copies of the Licensee's insurance policies be provided to it (within ten (10) days of written demand therefor).

- (c) All contractors and subcontractors of the Licensee will be required to maintain builder's risks all risks, contractor's liability insurance, (including completed operations coverage) and such other insurance as may be required by the Licensor, Acting Reasonably; in such amounts; in such forms and issued by such insurers, as are approved by the Licensor, Acting Reasonably.
- (d) None of the Released Persons will be responsible to the Licensee and the Licensee releases the Released Persons in respect of all liability in connection with loss of business, property damage, damages or other matters related to the acts, omissions or duties of the Released Persons in connection with this Agreement, the Licensee's Equipment, the Equipment Area(s), Communications Spaces or the Building or any aspect thereof, facilities within the Building or the respective operations of the Licensee or the Released Persons. However, to the extent a Released Person breaches its obligations under this Agreement, is grossly negligent, engages in wilful misconduct, or deliberately and wilfully causes damage to the Licensee, or its property, the Released Person will not be released from liability.
- (e) The Licensee shall exercise due care to avoid any action that may cause damage to any part of the Building or the Licensor's tenants or occupants. The Licensee shall indemnify and hold each of the Released Persons harmless from and against any claims, losses, costs, damages and expenses of whatever kind arising directly or indirectly from: (i) the construction, installation, operation, damage to or loss of, maintenance, repair, or removal of the Licensee's Equipment, (ii) this Agreement, or (iii) any breach of this Agreement by the Licensee and this indemnity includes but is not limited to any claims or demands made by any customers of the Licensee or users of the Licensee's Equipment, reasonable legal fees and court costs and all consequential damages, including contractual relational or pure economic loss. However, to the extent loss, damage, cost or expense is due to the gross negligence or wilful misconduct of a Released Person, the Released Person will not be indemnified by the Licensee. The provisions of this Section shall survive termination of this Agreement.
- (f) Wherever an exculpatory clause, release or indemnity is provided for under this Agreement in favour of the Licensor, it will be deemed to include also the Released Persons. The Licensor acts as agent or trustee for the benefit of the Released Persons and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each exculpatory and indemnity clause in this Agreement that is intended to benefit them.

10. TRANSFERS AND OTHER DEALINGS BY LICENSEE

- (a) The Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensor but the Licensor must Act Reasonably in considering whether to withhold consent. No assignment shall release the Licensee from any liability or obligation under this Agreement, unless the Licensor provides a release in writing.
- (b) 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.
- (c) For the purposes of the restrictions set out above, any corporate change of control, change in partnership, or other dealing with the issued shares of, assets, partnership interests in, or other aspect of the Licensee or its assets which has the result of changing the effective control of the Licensee will be considered as an assignment in respect of which the Licensor's consent is required in advance in writing. This does not apply, however, if the Licensee is a company with its shares listed on a recognized stock exchange in Canada or the United States of America nor does it apply if the Licensee is a subsidiary of such a company and the effective change of control occurs by virtue of dealings with the shares of the parent company.
- (d) The Licensee will be permitted to assign its rights under this Agreement to a bona fide lender, as collateral security for any bona fide, first priority secured financing of all or part of its business undertaking. However, this permission does not imply that the Licensor waives, or is willing to forbear from the exercise of its remedies under this Agreement should an Event of Default occur, nor that any lender will have any greater rights than the Licensee in respect of this Agreement, including but not limited to the restrictions set out in this Section 10.
- (e) Nothing in this Agreement shall restrict the right of the Licensor to sell, convey, assign, transfer or otherwise deal with the Lands and the Building. A sale, conveyance, assignment, transfer (herein called a "Sale") of the Lands and the Building (or any interest therein) shall operate to release the Licensor from liability from and after the effective date of the Sale (to the extent of the interest in the Lands and the Building being the subject of the Sale) upon all of the covenants, terms and conditions of this Agreement, except as may relate to the period prior to the effective date of the Sale provided that the purchaser, assignee or transferee agrees to assume the obligations and liabilities of the Licensor under this Agreement from and after such effective date of the Sale. A lease of the entire Building shall be deemed a Sale within the meaning of this Subsection (e).

11. HAZARDOUS MATERIALS

The Licensee shall not install, bring upon, or use any Hazardous Substance into or on the Building. The Licensee shall indemnify and hold the Released Persons harmless from any claim, loss, cost, damage or expense resulting from any breach regarding the installation

or location of any Hazardous Substance in the Building, including any and all costs incurred in remedying such a breach. The Licensee shall, at its own cost and expense, at all times comply with all applicable laws and regulations from time to time in force relating to the Licensee's use of the Building as set out in this Agreement and the protection of the environment generally.

12. INTERFERENCE

- (a) Upon notice to the Licensee by the Licensor that the Licensee's Equipment is interfering with the use and enjoyment of the Building by the Licensor, tenants, occupants or other licensees, the Licensee shall immediately co-operate with the Licensor to identify the source of the interference and shall within forty-eight (48) hours after the Licensor's notice, cease all operations (except for testing as approved by the Licensor, Acting Reasonably), until the interference has been corrected to the satisfaction of the Licensor, Acting Reasonably, unless the Licensee establishes prior to the expiration of the forty-eight (48) hour period that the interference is not caused by the Licensee's Equipment. The Licensee will be responsible for all costs associated with any tests which the Licensor, Acting Reasonably, considers necessary to resolve interference. If the interference has not been corrected within five (5) days after notice to the Licensee of its occurrence, the Licensor may, without waiving its other remedies, require the Licensee to remove specific items from the Licensee's Equipment causing the interference.
- (b) If the equipment of any telecommunications service provider, or of any tenant or occupant of the Building (a "Third Party") interferes with the operation of the Licensee's Equipment, the Licensee will co-operate with the Third Party and the Licensor will make reasonable efforts, at the expense of the Licensee, to require the Third Party to co-operate with the Licensee to resolve the interference in a mutually acceptable manner. If co-operation fails to resolve the matter the Licensee may enjoin the interference by legal action against the Third Party but without the involvement or participation of the Licensor. The Licensee's sole remedy with respect to the Licensor in the event of unresolved interference by a Third Party will be to terminate this Agreement on thirty (30) days' written notice, without further liability to the Licensor if the Licensee is not in default. The Licensor will not have any liability or responsibility for any interference with the Licensee's operations by Third Parties.
- (c) If a situation (an "Emergency Situation") occurs in which an immediate threat is posed to the health and safety of occupants of the Building or to the Building itself or there is a disruption or outage in services to occupants of the Building and the Licensor, Acting Reasonably determines it to be attributable to the Licensee's Equipment, then, upon written or verbal notice, the Licensee shall remedy the situation immediately. If the Licensee fails to remedy the Emergency Situation or if the Licensor determines that the Licensee's response time is not adequate, then the Licensor may remedy the Emergency Situation at the

Licensee's sole expense and this may include interruption of the power supply to the Licensee's Equipment.

- (d) The Licensee shall not allow any excessive or objectionable levels of noise as determined by the Licensor, Acting Reasonably to be generated by the Licensee's Equipment.

13. DEFAULT-REMEDIES

- (a) In addition to and without limitation to any other remedies available to the Licensor, upon or after the occurrence of an Event of Default the Licensor may elect to terminate this Agreement and the Licensor may sue for any other damages to which it may be entitled at law or in equity including Fees that would have been due after the date of termination.
- (b) In addition to and without limitation to all other remedies available to the Licensor if the Licensee defaults under this Agreement (whether the default is an Event of Default or otherwise), the Licensor may, on giving ten (10) days' prior written notice, take any action, complete any work, or alterations, remove any equipment, or take any other step which it determines, Acting Reasonably, is required in order to remedy the default of the Licensee or mitigate its effects and the cost, together with an administration fee of twenty-five percent (25%) will be paid by the Licensee. The Licensor may also on five (5) days prior written notice disconnect electrical power to the Licensee's Equipment until the default is cured by the Licensee and suspend the supply of electrical power until the Licensee cures the default and the Licensee will not have any claim against the Licensor as the result of the Licensor suspending electrical power nor will the Licensee have the right to abate or suspend payment of Occupancy Charges and Costs or other amounts.
- (c) No reference to nor exercise of any specific right or remedy by the Licensor shall prejudice or preclude the Licensor from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Licensor shall have the right from time to time to exercise any one or more of such remedies independently or in combination.

14. SPECIFIC LICENSOR'S TERMINATION RIGHTS

In addition to the other termination rights provided to it in this Agreement, the Licensor may elect to terminate this Agreement within ninety (90) days after the happening of each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the Licensee (or in the case of subsection (d), at least ninety (90) days' prior written notice to the Licensee) if:

- (a) the Building has been destroyed, or damaged to such an extent that it is not feasible to repair it within one hundred and eighty (180) days after the damage, as determined by the Licensor, Acting Reasonably;

- (b) the Equipment Area(s) or the Communications Spaces have been damaged and it is not feasible to restore them within ninety (90) days after the damage as determined by the Licensor, Acting Reasonably;
- (c) the Building has been expropriated in whole or in part by a lawful authority and it is not feasible to continue to use the Building or a substantial part of the Building as determined by the Licensor, Acting Reasonably; or
- (d) The Licensor wishes to redevelop, or otherwise alter the Building and the relocation of any part of the Equipment Area or the Licensee's Equipment is not feasible, or where the Licensor elects to change the primary use of the Building to a use other than that in effect as of the date of this Agreement.

15. REMOVAL AND RESTORATION

At the expiration or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, remove the Licensee's Equipment and all of the Licensee's personal property from the Building. Any property not so removed within ten (10) days after the expiration or termination may at the Licensor's sole option (i) be removed and stored by the Licensor at the Licensee's expense (and the Licensee will pay the costs of storage), or (ii) become the property of the Licensor without compensation to the Licensee. The Licensee, at its sole cost and expense, shall fully repair to the Licensor's satisfaction, Acting Reasonably, all damage caused by the installation, operation or removal of the Licensee's Equipment. If the Licensee fails to fully repair to the Licensor's satisfaction Acting Reasonably, any such damage, the Licensor may, in its sole discretion, repair such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing. The Licensee will provide to the Licensor upon completion of the removal of the Licensee's Equipment an engineer's report confirming completion of the removal in accordance with this Agreement.

16. 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. The Licensor shall not be liable for any damage caused to the Licensee's property, except to the extent due to the gross negligence or wilful misconduct of the Licensor. 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.

17. NOTICES

Any demand, notice or other communication to be given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date

of personal delivery or facsimile transmission with confirmation of transmission, provided that personal delivery is made or facsimile transmission sent 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 follows:

to the Licensor:

c/o Tillyard Management Inc.
Suite 400, 715- 5th Avenue S.W.
Calgary, Alberta, T2P 2X6

Attention: Property Manager
Telecopy No: (403) 531-3663.

to the Licensee:

TELUS Communications Company
25 York Street, 26th Floor
Toronto, ON
M5J 2V5

Attention: Richard Johnson
Manager, Building Access

Notices given by electronic means will not be considered to have been given in writing.

18. INTENT AND INTERPRETATION

- (a) The waiver by a Party of any breach of any term, covenant or condition shall not be deemed to be a waiver of the term, covenant, or condition for any subsequent breach or of any other term, covenant or condition.
- (b) The Licensee accepts this Agreement subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Building or the lands upon which the Building is located and to any renewals, modifications, consolidation, refinancing and extensions thereof. This provision is self-operative and no further document shall be required to effect the subordination of this Agreement.
- (c) If any part of, or any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement is invalid or unenforceable under applicable law, the part shall be ineffective to the extent of the invalidity only and the remaining terms and conditions shall be interpreted so as to give the greatest effect possible to them.

- (d) The construction, interpretation and performance of this Agreement shall be in accordance with the laws of the Province of Alberta is located and the laws of Canada applicable therein.
- (e) Any obligation of the parties relating to monies owed, as well as those provisions relating to limitation on liability, indemnity and actions, shall survive termination or expiration of this Agreement.
- (f) 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, Building Communications Spaces or Equipment Room by virtue of this Agreement or the Licensee's use of the Building, 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 by law to tenants. No partnership, joint venture or any agency relationship is created or intended to be created between the Licensor and the Licensee. The only relationship between them is that of independent contractors.
- (g) The liability of each Party that signs this Agreement as Licensor, is several and not joint, or joint and several and is limited to the interest of the Party from time to time in the Building.
- (h) The Licensor will not be held liable in damages or be responsible for payment of any compensation in connection with any matter in respect of which it Acting Reasonably.
- (i) No acceptance of part payment of Fees or other amounts owed to the Licensor will be considered as an accord and satisfaction; the Licensor despite any direction or restriction endorsed on any cheque or accompanying any payment, may apply any payment, in whole or in part against any amounts owed to the Licensor, in its sole discretion; and no acceptance of any payment, even if it purports to be for any subsequent period, shall be construed as a waiver by the Licensor of its right of termination for pre-existing defaults.
- (j) 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.
- (k) The Licensee may only dispute any amount demanded or invoiced under this Agreement if it does so by written notice stating the details and basis of the objection within sixty (60) days after receipt of the demand or invoice, failing which it will be deemed to have accepted the demand or invoice.

- (l) Interest accruing at three percent (3%) greater than Prime on any arrears of Costs and/or Occupancy Charges will be payable by the Licensee on demand.
- (m) Time shall of the essence hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
- (n) The Licensor may act in any matter provided for in this Agreement by its property manager for the Lands and the Building or any other party who shall from time to time be designated by the Licensor therefor.

19. CRTC REQUIREMENTS

The Licensor acknowledges that the Licensee is under the jurisdiction of and subject to regulation by the Canadian Radio Television and Telecommunications Commission (the "CRTC") and nothing in this Agreement will be construed so as to interfere with the right and obligation of the Licensee to comply with the applicable legislative and regulatory requirements of the CRTC. If a decision, ruling, regulation, or law (each of these being referred to as a "New Law") is made by the CRTC (and for the sake of clarity, a guideline may not be a New Law depending on the context) and if the New Law purports to affect the respective rights and obligations of the Licensor and the Licensee under this Agreement without regard to the date upon which this Agreement is entered into or becomes effective, then the Licensor and the Licensee will adhere to the New Law subject to the following:

- (a) either Party may require that both Parties continue to adhere to the terms and conditions of this Agreement to the extent it is legally permissible, pending any appeal of the New Law; and
- (b) the Parties will, in good faith, negotiate to amend this Agreement to accommodate equitably, the changes that are necessary and appropriate as a consequence of the New Law. If there is a dispute concerning the changes and amendments referred to above, then the dispute will be determined by arbitration using a single arbitrator and in accordance with the arbitration legislation of the Province in which the Building is located.

20. ESTOPPEL CERTIFICATES

The Licensee will provide to the Licensor from time to time, within ten (10) days of the Licensor's written request in each case, at no cost to the Licensor, a statement duly executed by the Licensee confirming that this Agreement is in good standing, confirming, the Costs and Occupancy Charges payable and the Costs and Occupancy Charges actually paid to any date specified by the Licensor for the statement, confirming the Commencement Date, the Term, any Renewal Periods to which it claims to be entitled and any other information that the Licensor reasonably requests pertaining to this Agreement or Building.

21. UNAUTHORIZED CONTINUED USE

If the Licensee continues to use any part of a Building after the expiry of the Term without the Licensor's prior written consent, then, without limiting the Licensor's other remedies, (including the right to evict the Licensee) the Costs and Occupancy Charges payable in respect of the Building will be double that which applied during the last year of the Term, subject to pro-rating, however, should the unauthorized use continue for less than the full year.

22. TITLE REGISTRATIONS

The Licensee shall not register this Agreement or any notice thereof or any caveat claiming an interest herein against the title to the Lands or the Building and the Licensee shall ensure that no security provided for in Subsection 10(d) shall be registered or any notice thereof or any caveat claiming an interest therein against the title to the Lands and the Building.

23. RELOCATION

- (a) The Licensor may require the Licensee to relocate any or all of the Licensee's Equipment and any Equipment Area(s). If the Licensor requires the Licensee to relocate any or all of the Licensee's Equipment and any Equipment Area(s), the Licensee shall either:
- (i) within thirty (30) days of receipt of the Licensor's notice, terminate this Agreement upon thirty (30) days' written notice to the Licensor; or
 - (ii) within ninety (90) days of receipt of the Licensor's notice, relocate the Licensee's Equipment and if required by the Licensor, the Equipment Area(s) as the case may be. The Licensee shall repair any damage caused to the Building as a result of the relocation and the Licensor shall not be responsible for any losses, costs or expenses suffered or incurred by the Licensee as a result of the relocation except as stated below. The Licensor shall permit the Licensee to effect the relocation using a procedure that will ensure that the relocated Equipment is operational for service prior to discontinuing service from the previous location.
- (b) If a relocation of the Licensee's Equipment or an Equipment Area is required primarily to accommodate the requirements of another telecommunications service provider, the cost will be borne by that other service provider and not by the Licensee but the costs in respect of which the Licensee is entitled to reimbursement are limited to the direct, reasonable and unavoidable costs and will exclude indirect costs and overhead. The Licensee will prepare an estimate of the costs and deliver that estimate to the Licensor within ten (10) days of any written request for it to do so. The Licensor and the other telecommunications service provider will be entitled to rely upon that estimate for the purposes of determining whether to proceed with the relocation or not. If a relocation is not for the purpose primarily of accommodating the requirements of another

telecommunications service provider, then the relocation costs will be borne by the Licensee.

- (c) The Licensor may require the Licensee, at the Licensee's cost, to reconfigure the Licensee's Equipment where it is feasible to do so without impeding the ability of the Licensee to provide service to its customers, if the reconfiguration is required to minimize the use of space within the Building by the Licensee's Equipment, or to enable the Equipment Area(s) to be co-occupied by other telecommunications service providers.
- (d) Not more than once in any year, the Licensor may require the Licensee to deliver a report identifying all Connecting Equipment installed by the Licensee and the customers that it serves. If any of the Connecting Equipment becomes surplus and is no longer required by the Licensee to service its customers in the Building, the Licensor may, on thirty (30) days' notice to the Licensee require the Licensee at the Licensee's cost, to remove all or part of the surplus portions of the Connecting Equipment and restore any damage caused by the removal. No compensation will be payable by the Licensor to the Licensee in respect of any surplus components of the Connecting Equipment that are required to be removed as required above.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as evidenced by their properly authorized officers in that behalf as of the day and year first above written.

LICENSOR:

LICENSEE:

HDL INVESTMENTS INC., by its
duly authorized agent,
Tillyard Management Inc.

TELUS Communications Company

Per: [Signature]
Name:
Title: President

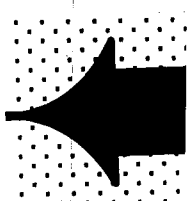
Per: [Signature]
Name:
Title: Manager, Building Access

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the
corporation

I/We have authority to bind the
the corporation



SCHEDULE "B"

Preface

Telecom Decision CRTC 2003-45 established certain guidelines in respect of Occupancy Charges chargeable and costs recoverable from telecommunications service providers in accessing multi-tenant buildings. The following schedule of Costs and Occupancy Charges shall apply in respect of this Telecommunications License Agreement:

Occupancy Charges and Costs

In consideration of the Licensee's use and occupation of the premises more particularly described in this agreement, the Licensee agrees to pay and be responsible for the following costs;

1. Occupancy Charges	\$35.00 per square foot per annum, payable yearly
2. Initial Costs	nil
3. Ongoing Costs	

Definitions

Capitalized Terms: any capitalized terms used but not defined in this Schedule have the same meaning as in the Agreement.

In this Schedule "C" and in this Agreement, the following terms shall be descriptive of the following;

1. "**Occupancy Charges**" shall mean costs for the use of space in the main terminal room or point of presence room and other telephone rooms, such space being described as that space set aside for the use of the Licensee for floor mounted equipment, including reasonable space for service technicians to access such floor mounted equipment and for wall mounted equipment, reasonable space around such wall mounted equipment to access to such equipment, together with a share of the balance of the area in the main terminal room otherwise used for access to the particular space occupied by the Licensee.

2. "**Initial Costs**" shall be inclusive of the following costs;

(a) architectural, mechanical and electrical consulting fees description to provide or review architectural, electrical and heating ventilating and air conditioning design for construction of additional main terminal room or point of present space, riser rooms and other areas requiring reconstruction:

- (b) mechanical engineering and construction description to provide sufficient cooling for the anticipated loads within the point of presence (“Pop”) room and riser room and other areas requiring it:
- (c) electrical engineering and construction to provide sufficient power distribution to support high power loads anticipated in the pop room, including possible connection to an emergency generator power grid, where available using a transfer switch, including the possible installation of consumption check meters to establish the basis for hydro charge-back:
- (d) Security Installations - Installation and secured entry devices or other mechanical electronic security devices to secure the pop room and riser rooms including supervision of locks or card access to specific pop cages or enclosures, installations of closed circuit television cameras and tape backup security to record entry into the Pop room and riser rooms:
- (e) General Construction - Amortization of construction costs for additional Pop or main terminal room (“MTR”) room space or re-construction of same to accommodate multiple providers, costs of construction of enlarged or enhanced infrastructure pathway connecting the pop room to the main distribution frame and the construction of pop cages, if required:
- (f) Such other reasonable costs of facilitating the initial set up of the Licensee’s operations on the Licensor’s premises.

3. **“Ongoing Costs”** shall be inclusive of the following costs:

- (a) Utility Consumption and Common Costs - The electrical costs attributed to the Licensee’s use and operation of the Licensee’s Equipment the Communications Spaces and the Equipment Areas based on reading through a check meter to be installed by the Licensee, at its cost, for the Licensee’s Equipment, in the Equipment Areas. Alternatively, the Licensor may require the Licensee not to install a check meter and, in that case, the Licensor shall, Acting Reasonably, estimate the amount of electricity consumed by the Licensee, which shall be invoiced to the Licensee and paid forthwith on receipt of the invoice:
- (b) Access or Pathway Costs - Costs associated with clean up of the main distribution frame and riser closets and the costs of developing an inventory of the wiring and cabling in the infrastructure:
- (c) Wiring Costs – Where the Licensee has agreed to use the Licensor’s wire, the rental of such wire based on recovery of the capital costs of acquisition and or installation of such wire and related soft costs:
- (d) Management and Operations Costs - All costs associated with the management and operations of the telecommunications infrastructure. The Licensee shall also be responsible for all riser management costs if a riser management program has been agreed to by the Licensee:
- (e) Miscellaneous Costs – Non-recurring fees for construction review, or access and floor penetrations based on the costs incurred by the Licensor in either effecting such changes or in

supervising same and other reasonable costs incurred by the Licensor from time to time in facilitating, managing, administering and supervising the operations of the Licensee specifically or all telecommunications service providers located in the Building.