

## TELUS NEXT GENERATION FIBRE NETWORK AGREEMENT

This Agreement is made as of the 21<sup>st</sup> day of November, 2016 (the "Effective Date"). Austeville Properties Ltd. (the "Owner") and TELUS Communications Company ("TELUS") agree as follows:

1. Licence. The Owner hereby grants to TELUS a non-exclusive right and licence to:
  - a. construct, install, operate, maintain, and use equipment, devices, fibre, utility and communications cabling, wiring, conduit, risers, pathways and facilities (collectively, the "Equipment") in, on, over or under those portions of the building described in Schedule "A" (the "Building") and the lands upon which the Building is located which have not been leased to third parties (the "Property"), including without limitation (A) one or more rooms or other segregated spaces in, on, over or under the Building and (B) existing risers or other pathways in, over or under the Building (collectively, the "Equipment Spaces") in accordance with the plans and specifications provided by TELUS and approved by the Owner in the Owner's sole discretion;
  - b. use existing conduit along, over, under or on the Property, from the property line to the Building and in or through the Equipment Spaces, and construct, install, operate, maintain and use Equipment in such conduit; and
  - c. access the Property, Building and Equipment Spaces (including from public streets and roads) as reasonably deemed necessary by TELUS for the exercise of the rights granted in this Section 1.
2. Rights. The rights set out in this Agreement include, subject to the consent of the Owner and tenants in the Building, installing and supplying one or more fibre optic receptacles known as a Fibre Plug in each individual suite or unit. The rights in this Agreement are with respect to the portions of the Building and the land upon which the Building is located which have not been leased to third parties (the "Common Areas") subject to the rights of the tenants in the Building and existing third parties having a prior legal interest in the Building or Property. TELUS' rights are not obligations of TELUS and TELUS may choose not to exercise some or all of these rights. These rights may be exercised by TELUS and its Affiliates, assigns and successors and their respective employees, contractors, agents, permittees and licensees.
3. License Fees. On or before the first day of each year during the Term (hereinafter defined), TELUS shall pay an annual license fee to the Owner in the amount of One Thousand Five Hundred Dollars (\$1,500.00) plus applicable taxes.
4. Equipment Installation.
  - a. Prior to initial installation of the Equipment, TELUS shall provide the Owner with a description of the installation and shall identify the intended location(s) of the Equipment, for the Owner's approval and consent, which approval and consent may be unreasonably withheld, conditioned or delayed.
  - b. Once this Agreement has been signed and delivered by the parties hereto (the "Parties"), (i) TELUS or its authorized service installer shall have the right, upon notice to the Owner and pursuant to a schedule agreed to by the Owner, to enter the Common Areas to install Equipment, and (ii) it is understood that TELUS will be contacting the Owner to schedule a date when a Fibre Plug can be installed in an individual unit or suite (for greater certainty, any installations on any floor in the building beyond the telecom closets are subject to TELUS entering into an agreement for service with the tenants on that floor and are subject to the Owner's consent upon review and approval of TELUS' plans).
  - c. Except in the case of emergencies, all rights of access granted pursuant to this Agreement will be available to TELUS during the hours of 8:00 a.m. to 8:00 p.m. local time, three-hundred and sixty-five (365) days per year, subject to TELUS providing reasonable notice to the Owner or its agent (including building manager) of its intention to exercise such rights of access.
  - d. TELUS will, (i) ensure that all Equipment is installed and operated in accordance with all applicable laws including applicable fire and building code and CRTC requirements and shall obtain all necessary permits and approvals required by any government authority required in connection with the installation and operation of the Equipment, and (ii) be responsible for the provision, installation, maintenance and repair of the Equipment installed by TELUS, save and except that equipment installed after the Fibre Plug, such as a TV or a modem in an unit or suite. The tenants in the building shall be responsible for maintenance and repair of equipment installed after the Fibre Plug.



e. TELUS agrees to repair, at its sole expense, any direct damage to the Building, Equipment Spaces or Property where such damage is caused by the negligent act or omission or wilful misconduct of TELUS relating to TELUS' use of such areas, or as a result of the installation, operation, maintenance or repair of the Equipment.

f. The Equipment will, save and except as set out in subsection d. above (equipment installed after the Fibre Plug), remain the personal and moveable property of TELUS at all times, and will not become a fixture notwithstanding the attachment to the Building and the Property and despite any legal principle to the contrary and the Owner agrees that it has no legal or equitable ownership interest in the Equipment.

5. Interference.

a. The Owner shall not do, or permit to be done, any act or thing that could adversely affect access to or use of the Equipment, Building or Property by TELUS in accordance with this Agreement, without the prior written consent of TELUS, except where necessary in the event of an emergency or in order for the Owner to effect renovations, refurbishment or repairs or related to the Building operations, including without limitation the demising or re-demising of premises in the Building, which the Owner in its sole discretion considers necessary. If the Owner is planning a renovation, refurbishment or repair or demising or re-demising of premises that may affect the Equipment or Equipment Space, the Owner will provide TELUS with reasonable advance written notice, to allow for TELUS to adjust and/or move its Equipment before the renovation or repair starts.

b. The Owner may grant rights to third parties to install other or additional telecommunication equipment as long as it does not reasonably interfere with the operation of the Equipment.

6. Term. The term of this License will commence as of the Effective Date and will continue for a period of five (5) years (the "Term").

7. Termination.

a. TELUS may terminate this Agreement upon thirty (30) days written notice to the Owner. Upon termination of this Agreement, TELUS shall be allowed ninety (90) days to remove the Equipment. Failing such removal within such ninety (90) days: (i) the Equipment will at the option of the Owner be deemed abandoned and ownership, title and all responsibility for the Equipment will automatically transfer to the Owner; or (ii) the Owner may elect to remove and deliver the Equipment to TELUS at the expense of TELUS.

b. The Owner may terminate this Agreement upon thirty (30) days written notice to TELUS if:

(i) there is a default of this Agreement by TELUS which is not corrected within five (5) days of receipt of written notice from the Owner; or

(ii) TELUS' Equipment interferes with an existing licensee's equipment or the use by the Owner or present or future tenants in the Building of Equipment Spaces and the Parties are unable to resolve the issue within 21 days of receipt of written notice from the Owner; or

(iii) TELUS becomes insolvent, bankrupt, or undergoes a reorganization or other arrangement for the benefit of its creditors under the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) or any other applicable federal or provincial legislation governing corporations or any successor legislation to any such legislation (it being understood that the appointment of a receiver, receiver/manager, or trustee of the Property and the assets of TELUS is conclusive evidence of insolvency); or

(iv) TELUS' licence issued by a governmental authority or regulatory body of such authority is revoked and not reinstated within 10 days of such revocation.

8. Buildings. The Owner and TELUS acknowledge and agree that this Agreement pertains to each separate Building listed on Schedule "A". Unless shown otherwise on Schedule "A", each Building has a separate municipal address. The terms and conditions of this Agreement will be interpreted by the Parties as if such terms and conditions apply to each Building separately from the other Buildings listed on Schedule "A". For greater certainty, in the event that this Agreement is terminated with respect to any one Building listed on Schedule "A", the terms and conditions of this Agreement will remain in full force and effect, unamended in respect of the remaining Buildings listed on Schedule "A".



9. Assignment. TELUS may, without the Owner's consent: (i) assign its rights under this Agreement to its Affiliate, and (ii) grant rights to its Affiliates and to third parties to exercise the rights granted to TELUS under this Agreement. "Affiliate" of a party will mean any corporation, partnership or other entity that controls, is controlled by, or is under common control with such party. Notwithstanding the assignment of this Agreement by TELUS, TELUS shall not be released from its obligations under this Agreement.

The Owner may, without TELUS's consent, assign its rights under this Agreement.

10. Environmental. Intentionally deleted.

11. Co-operation and Authorization. The Owner shall, at TELUS' expense, reasonably assist and co-operate with TELUS in obtaining government approvals for TELUS exercising its rights under this Agreement including executing any other documents that TELUS may, from time to time, reasonably require for the purposes of exercising its rights under this Agreement.

12. Insurance. TELUS shall maintain a policy of comprehensive general liability insurance in respect of personal injury and property damage arising from installation and operation of the Equipment in a coverage amount of not less than Five Million Dollars (\$5,000,000) and shall, upon request, provide to the Owner evidence of such insurance satisfactory to the Owner acting reasonably. Such insurance shall name the Owner and any persons or corporations reasonably designated by the Owner as additional insureds.

13. Confidentiality. The Owner 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.

14. Transmissions; Counterparts. This Agreement may be executed in counterparts and transmitted by facsimile or other electronic means of transmission, and all such counterparts together will constitute one agreement. Any notice required by this Agreement shall be deemed to have been properly given if by personal delivery, registered mail, courier, confirmed fax transmission, or other electronic transmission to the address, fax number or e-mail address (if applicable) specified in this Agreement or to any other address, fax number or e-mail address duly notified by one party to the other.

15. Ownership. The Owner represents and warrants that (i) it is the owner of the Property and Building, and (ii) it has full right, power and authority to enter into this Agreement with TELUS.

16. Government Regulation. TELUS shall ensure that the installation, operation and maintenance of its Equipment and the Equipment Space comply with all applicable laws, directions, rules and regulations of governmental authorities having jurisdiction over TELUS' operations. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the other provisions of this Agreement will not be affected or impaired, and the offending provision will automatically be modified to the least extent necessary in order to be valid, legal and enforceable.

17. Enurement. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Owner and successors and permitted assigns of TELUS. The Owner shall use reasonable commercial efforts to cause every assignee or successor of the Owner to agree in writing to be bound by all obligations of the Owner hereunder.

18. Schedules. The Schedule attached to this Agreement forms part of this Agreement.

19. Condominium/Strata Buildings. If the Building is a strata or condominium property, then the Owner represents and warrants to TELUS, that prior to signing this Agreement the strata/condominium corporation has passed the required resolution(s) authorizing it to enter into this agreement with TELUS.

20. Mobile Parks and Bareland Strata/Condominium Developments. For greater certainty, the rights of TELUS granted by the Owner in this Agreement shall not apply to Buildings where there are no Common Areas within the Buildings and the Buildings (and any applicable land around the Buildings) are not owned by the Owner; such as mobile homes (in mobile parks) and single family homes on bare land strata lots or condominium units.



21. Entire Agreement. This Agreement including the attached schedule contains the entire agreement between the Owner and TELUS. Should any provision in the body of this Agreement conflict with the schedule attached hereto, the provision in the body of this Agreement will prevail. This Agreement expressly excludes all prior representations and discussions, either oral or written, between the Parties with respect to its subject matter, other than those set forth in this Agreement. This Agreement may only be amended by written instrument signed by the Parties.

**IN WITNESS WHEREOF** the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

**TELUS COMMUNICATIONS COMPANY**



Signature (Authorized Signatory)

~~RYAN WOOD~~

*Richard Johnson, Manager, Building Access*

**AUSTEVILLE PROPERTIES LTD.**



Signature (Authorized Signatory)

Name: CHRIS SAMIS

**SCHEDULE "A"**  
**MUNICIPAL ADDRESSES AND DESCRIPTION OF EACH BUILDING(S)**

**[Description of residential (and/or, if applicable, non-residential) multi-unit building(s) and the property or properties on which the Building is located]**

Address: 475 West Georgia Street, Vancouver, B.C.

Legal Description: Lots 13 to 20 of Block 45, District Lot 541, Plan 210

Number of Units: -

Contact Person: SCOTTR EID

Name: \_\_\_\_\_

Phone Number: 604-216-5517

Email: sreide@aplb.c.com