

TELUS Next Generation Fibre Network Agreement

This License is made as of the 24 day of January, 2014 (the "Effective Date").

In consideration of the mutual rights and obligations set out in this License (the receipt and sufficiency of which are acknowledged by the parties) TELUS Communications Company and Strata Plan VAS2893 (the "Owner") agree as follows:

1. The Owner hereby grants to TELUS Communications Company and its Affiliates (as hereinafter defined) and their respective successors and assigns (collectively, "TELUS") a non-exclusive (subject to Section 23) right and license, at no cost, to:
 - i. construct, install, operate, maintain, replace, modify, augment, remove, relocate and use equipment, devices, fibre, utility and communications cabling, wiring, conduit, risers, pathways and facilities (collectively, the "Equipment") in, on, over or under:
 - a. the residential (and/or, if applicable, non-residential) multi-unit dwelling building(s) described in Schedule "A" (the "Building"), including without limitation (A) one or more rooms or other segregated spaces in, on, over or under the Building and (B) risers or other pathways (whether existing or installed by TELUS) in, over or under the Building (collectively, the "Equipment Spaces"), and
 - b. the property or properties on which the Building is located (the "Property");
 - ii. 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, replace, modify, augment, remove, relocate and use Equipment in such conduit;
 - iii. use "in-building wire" (as such term is defined by the Canadian Radio-Television and Telecommunications Commission (the "CRTC") in its decision 99-10) or cabling in the Building that is owned or controlled by the Owner or any third party;
 - iv. in the event closed-circuit security television cameras and/or related video equipment (e.g. amplifiers, splitters) (collectively, the "CCTV") exists in the Building, access and use the signal feed from the CCTV for the purpose of inputting such feed into TELUS' telecommunications and other

communications services (the "TELUS Services"), provided the Owner acknowledges that TELUS makes no representation or warranty in connection with access to the CCTV or use, content or quality of the signal feed as a component of TELUS Services or otherwise;

- v. market, advertise and demonstrate the TELUS Services to the tenants, owners, invitees, and residents of the Building (collectively the "Occupants"); and
 - vi. access the Property, Building and Equipment Spaces as deemed necessary by TELUS for the exercise of the rights granted in this Section 1.
2. The rights set out in Section 1 are granted to TELUS:
- i. for the purposes of making available, supplying and delivering, and marketing, advertising and demonstrating, the TELUS Services to the Occupants;
 - ii. for TELUS' benefit and for the benefit of its employees, contractors, agents, permittees and licensees;
 - iii. with respect to the portions of the Building and the Property that the Owner controls; and
 - iv. subject to the rights of the Occupants.
3. For the purposes of this License, "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.
4. For greater clarity, the equipment, including communications and electrical wiring, installed in each individual rental or strata/condominium unit within the Building is the sole responsibility of the Owner and/or the Occupants, and TELUS will not have any obligations under this License regarding such wiring, including without limitation the cost of replacement or repair of same.
5. Prior to initial installation of the Equipment, TELUS shall provide the Owner with a diagram or sketch identifying the intended location of the Equipment for the Owner's review and consent, which consent shall not be unreasonably withheld, conditioned or delayed.
6. Except in the case of emergencies, all rights of access granted pursuant to this License 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 of its intention to exercise such rights of access.

7. TELUS will reimburse the Owner, at cost, for electricity charges attributable to operation of any TELUS wireless Equipment. The Owner will allow TELUS to, at TELUS' option, either (i) install hard wired connections between TELUS wireless Equipment and the Owners' emergency power generator, or (ii) install TELUS' own emergency power generator on the Property for the TELUS wireless Equipment.
8. Subject to Section 23, nothing in this License will be construed as granting TELUS any exclusive right, license or privilege in or to the Building or Property relating to access, installation or marketing rights, to the exclusion of any third parties. Any locking or segregation of the Equipment is for security purposes only. Nothing in this License will be construed as limiting TELUS' right to market or advertise any TELUS products or services in a manner that is not specific to the Building. The rights set out in Section 1 are rights of TELUS, not obligations of TELUS, and TELUS may choose not to exercise some or all of these rights. This License shall not constitute a lease between the Parties, nor create in favour of TELUS any estate in the Building or the Property.
9. TELUS will, at its own cost (i) ensure that all Equipment is installed in accordance with all applicable laws including applicable fire and building code requirements, and (ii) be responsible for the provision, installation, maintenance and repair of the Equipment installed by TELUS, provided however that each individual Occupant may incur charges (at TELUS' than applicable rates) relating to installation and post-installation activities specific to such Occupant's in-suite requirements. The Equipment will remain the property of TELUS at all times, and will not become a fixture despite any legal principle to the contrary and the Owner agrees that it has no legal or equitable ownership interest in the Equipment. 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.
10. Upon request of an Occupant, the Owner hereby permits TELUS, its employees, contractors, agents, permittees and licensees to enter the Occupant's individual rental or strata/condominium unit within the Building to install or maintain any equipment, including wiring, reasonably required within the unit to enable the delivery of the TELUS Services.
11. The Owner shall not do, or permit to be done, any act or thing that could adversely effect access to or use of the Equipment, Equipment Space, Building or Property by TELUS in accordance with this License, without the prior written consent of TELUS. The foregoing does not limit the Owner's right to repair, renovate or maintain (collectively, the "Owner's Work") any part of the Building or Property provided that if the Owner's Work may affect the Equipment or TELUS use thereof, the Owner's will: (i) provide TELUS with reasonable advance written notice to allow for TELUS to adjust and/or move its Equipment before the Owner

Work's commences; and (ii) reimburse TELUS for all reasonable costs incurred by TELUS as a result of any material relocation or adjustment.

12. Subject to Section 23, the Owner may at any time grant rights to third parties to install other or additional telecommunications or communications equipment in, on or in the vicinity of the Building, provided that the operation of such other or additional equipment does not interfere with TELUS' operation of the Equipment. The Owner shall, as a condition of the grant of any rights to third parties to install other or additional telecommunications equipment, stipulate that such party must refrain from installing and operating any equipment that interferes with the operation of the Equipment.
13. The Owner represents and warrants that (i) it is the Owner of the Building or it is a strata/condominium corporation that controls the Building, (ii) it has full right, power and authority to enter into and perform its covenants and obligations in this License (and in the case of a strata/condominium corporation all required resolutions and/or approvals have been passed and/or obtained including, if applicable, any that may be required from the owners of non-residential strata lots/condominium units), and (iii) it is under no obligation, statutory, contractual or otherwise, which could prevent or interfere with the performance of its covenants and obligations in this License.
14. TELUS will indemnify and save harmless the Owner from and against any and all losses, actions, damages, costs, claims and expenses (collectively, the "Losses") arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any negligent act or omission or wilful misconduct of TELUS or those for whom TELUS is responsible at law, relating to TELUS' use of the Building, Equipment Space or Property. TELUS will not be required to indemnify the Owner to the extent any such Losses are caused by an act or omission of any of the Owner or any third party.
15. The Owner will indemnify and save harmless TELUS from and against any and all Losses arising from physical damage to the Equipment or bodily injury, including death, to any person caused by or arising out of any negligent act or omission or wilful misconduct of the Owner or those for whom the Owner is responsible at law. The Owner will not be required to indemnify TELUS to the extent any such Losses are caused by an act or omission of TELUS or any third party. This Section 15 and Section 14 will survive the termination of this License.
16. Notwithstanding anything else contained in this License to the contrary, in no event will either party be liable for any indirect, special, incidental or consequential damages suffered or incurred by the other party, including without limitation loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, regardless of the cause of action and even if advised of the possibility of such damages.

- 17. The term of this License will commence as of the Effective Date and will continue for a period of ten (10) years (the "Term"), following which the Term will be automatically renewed for additional one (1) year terms (each, a "Renewal Term") on the terms and conditions set out in this License, unless terminated in accordance with the terms of this License.
- 18. Either party may terminate this License (i) by notice in writing given at least ninety (90) days prior to the end of the Term or any Renewal Term, provided there are at such time no active subscribers to TELUS Services in the Building; (ii) for a material breach of this License by the other party, where such breach is not cured within ninety (90) days of receipt of written notice by the other party of such breach; or (iii) immediately, in the event the other party becomes insolvent, ceases to do business as a going concern, is adjudged bankrupt or made subject to the appointment of a receiver-manager, makes a general assignment for the benefit of creditors, or takes the benefit of any statute in force for the winding up or liquidation of business enterprises. If the action of a governmental agency or a change in legislation requires modification of the TELUS Services or the terms on which they are provided which is inconsistent with the terms of this License or impairs TELUS' ability to provide the TELUS Services in an economical and technically practical fashion, TELUS may terminate this License upon thirty (30) days written notice to Owner. Upon termination of this License, TELUS shall be allowed ninety (90) days to remove the Equipment, failing which the Equipment will be deemed abandoned and ownership, title and all responsibility for the Equipment will automatically transfer to the Owner.
- 19. The Owner and TELUS acknowledge and agree that this License pertains to each separate Building listed on Schedule "A". Each Building has a separate municipal address. The terms and conditions of this License 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 License is terminated with respect to any one Building listed on Schedule "A", the terms and conditions of this License will remain in full force and effect, unamended in respect of the remaining Buildings listed on Schedule "A".
- 20. Any notice required or permitted to be given under this License may be sufficiently given by regular mail, personal delivery or by facsimile transmission to each party at the addresses listed below:

To TELUS:

TELUS
 Marketing, Strategy & Execution
 10020 100 St NW, Flr 7
 Edmonton, AB
 T5J 0N5

To Owner:

Fax#: 780-493-6491

Fax#: NO FAX

Attention: Mark Seto, Product Manager

Attention: ALAN NASETH.

Notices will be deemed to have been received by the parties (i) on the fifth (5th) business day after the date on which it is mailed, (ii) at the time of delivery in the case of hand delivery, or (iii) on the date and time of confirmed facsimile transmission, provided that such transmission was made during normal business hours.

21. If the Building is a rental property and is converted to a condominium or strata property during the Term or any Renewal Term, the Owner will (i) cause the strata/condominium corporation to enter into an assumption agreement with TELUS, in a form acceptable to TELUS, acting reasonably, in which such corporation agrees to assume and be bound by all the rights and obligations of the Owner as set out in this License as if such corporation was an original signatory to this License, (ii) cause the strata/condominium corporation to pass and/or obtain any resolutions and/or approvals required to effect the foregoing, including, if applicable, any that may be required from the owners of non-residential strata lots/condominium units, and (iii) disclose the existence of such assumed rights in any disclosure statements as required pursuant to applicable strata/condominium legislation.
22. If at any time during the Term or any Renewal Term the Owner determines that it is prepared to grant rights to any party to install wireless antennas (or any similar equipment) on the exterior of the Building, including the roof, the Owner will, prior to granting any such rights to a third party, provide TELUS with the opportunity to provide a proposal to the Owner for the installation of such equipment on the exterior of the Building. The Owner will consider TELUS' proposal in good faith but will not be obligated to accept it. If the Owner accepts TELUS' proposal, the Owner and TELUS will use reasonable efforts to promptly finalize a separate agreement for the grant of such rights to TELUS.
23. The Owner may grant rights to third parties to install public WiFi equipment at the Building, provided that the operation of such equipment does not interfere with the use, operation and maintenance of Telus' Equipment in the Building. If interference does occur, third parties shall take action to eliminate the interference within a reasonable timeframe, not longer than 30 days.
24. The Owner agrees to provide cooperation and assistance and execute any other documents that TELUS may, from time to time, reasonably require for the purposes of exercising its rights under this License.
25. Prior to installation of any Equipment the Owner agrees to provide TELUS with notice of any toxic material or hazardous substances or contaminants ("Hazardous Substances") in or on the Building or Property including, but not

limited to, asbestos, so that TELUS may take appropriate precautions during installation and operation of the Equipment. TELUS may terminate this License immediately, without liability, if it has any concerns with accessing the Building or Property due to the presence of Hazardous Substances.

26. The parties agree that this License and any information provided by one party to the other party remains the property of the disclosing party and agree to treat such information as confidential and not disclose such confidential information without the prior written consent of the disclosing party, unless disclosure of the confidential information is compelled by law or otherwise becomes publicly available through no act of the receiving party.
27. This License, which includes any schedules attached hereto, will be governed by the laws of the province in which the Building is located and the applicable laws of Canada. Notwithstanding anything to the contrary in this License, this License is subject to (i) all applicable federal, provincial and local laws and regulations including but not limited to the Telecommunications Act, as amended, and the Broadcasting Act, as amended, and (ii) all applicable rulings and orders of government agencies and regulatory bodies, including, but not limited to the CRTC. Should any provision in the body of this License conflict with a schedule attached hereto, the provision in the body of this License will prevail.
28. TELUS may, without the Owner's consent: (i) assign its rights and obligations under this License to its Affiliate, and (ii) grant rights to its Affiliates and to third parties to exercise the rights granted to TELUS under this License. The Owner covenants that should it ever transfer, sell or otherwise dispose of its interest in the Building, it will provide TELUS with prior written notice of such transfer and it will use its best efforts to cause the transferee or purchaser to take an assignment of and assume the obligations of the Owner under this License.
29. This License constitutes the entire agreement of the parties and supersedes all prior agreements and understandings regarding the subject matter of this License. This License will be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Except as provided in Section 13, neither party makes any conditions, representations or warranties, express or implied, statutory or otherwise to the other. If any provision of this License is found to be invalid, illegal or unenforceable, the other provisions of this License 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. This License may only be amended by written instrument signed by the parties.
30. This License may be executed in counterparts and transmitted by facsimile or other electronic means of transmission, and all such counterparts together will constitute one agreement.

The parties through their duly authorized representatives have executed this License
es of the Effective Date.

TELUS COMMUNICATIONS COMPANY

Signature (Authorized Signatory)

Mark Seto

Print Name

Strata Plan VAS2893

Strata/Condo Corporation's Legal Name

X



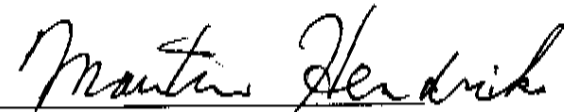
Signature (Member of Strata Council (for BC)
or Member of the Board (for Alberta)

X

ALAN WASETH

Print Name

X



Signature (Member of Strata Council (for BC)
or Member of the Board (for Alberta)

MARTIN C. HENDRIKS

Print Name

SCHEDULE "A"
TO TELUS NEXT GENERATION FIBRE NETWORK AGREEMENT
MUNICIPAL ADDRESS AND DESCRIPTION OF EACH BUILDING(S)

This License applies to the following Building(s):

North Oaks
767 North Road, Gibsons, BC V0N 1V9