

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT is made as of the 5th day of November, 2021

BETWEEN:

SURREY CC PROPERTIES INC.  
(the "Licensor")

-and-

TELUS COMMUNICATIONS INC.  
(the "Licensee")

PREAMBLE:

- (a) The Licensor is the owner of the Building municipally described as Central City Office Tower, located at 13450 – 102 Avenue, Surrey, British Columbia V3T 5X3.
- (b) The Licensor has agreed to grant to the Licensee a non-exclusive license to install, operate, maintain, repair, improve, remove and replace certain communications equipment in the Licensor's building as more particularly described in this Agreement on the terms and conditions set out in this Agreement.

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

ARTICLE 1- DEFINITIONS AND INTERPRETATION

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

"Agreement" means this Agreement and the attached Schedules and all subsequent changes, modifications and amendments to this Agreement and the attached Schedules made in accordance with the provisions of this Agreement.

"Building" means the building owned by the Licensor and located on the Lands.

"Building Risers" means the electrical, mechanical or communications spaces or other pathways in the Building.

"Business Day" means a day other than a Saturday, Sunday and any other day on which the principal commercial banks in the Province of British Columbia are not open for business during normal banking hours.

"Commencement Date" means March 1, 2021.

"CPI" means the Consumer Price Index (all items) for Metropolitan Vancouver published from time to time by Statistics Canada or its successor, provided that, if the Consumer Price Index is no longer published by Statistics Canada or its successor, then "CPI" shall mean such price index as the Licensor may elect, acting reasonably.

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

"Communications Equipment" means the communications equipment of the Licensee and its affiliates, including, without limitation, cabinets, racks, electronic equipment and other similar equipment.

"Communication Room" means B105 as shown on the floor plan attached to this agreement as Schedule B which premises shall be provided by the Licensor to the Licensee for the use of the Licensee. Communication Room B105 contains approximately one hundred thirty-two (132) square feet.

"Connecting Equipment" means the cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that (i) have been installed by the Licensee or a corporate predecessor of the Licensee before the date of this Agreement, or (ii) are described in Schedules C & D. The final installation location of all connecting equipment as shown on Schedules C & D shall be approved by the Licensor in accordance

with Section 7.1, and (iii) such other connecting equipment as may be installed by the Licensee in the Building during the Term, as approved by the Licensor in accordance with Section 7.1, that is connected to the Communications Equipment.

**"Entrance Link"** means the core sleeve penetration through the foundation of the Building.

**"Equipment Room"** means the premises as shown on the floor plan attached to this agreement as Schedule C which shall be provided for use in common by the Licensor to the Licensee.

**"GST"** means the Goods and Services Tax established under the *Excise Tax Act* (Canada) or a successor tax imposed by the Government of Canada under lawful authority.

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

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

**"Licensee Customers"** means Licensee's customers within the Building to which Licensee provides telecommunications services (which does not include Simon Fraser University). The Licensee shall only solicit to any other tenants in the Building in accordance with any and all CRTC rules of procedure, bylaws, guidelines, rulings and decisions.

**"Licensee Equipment"** means, collectively, the Communications Equipment and the Connecting Equipment.

**"Notice"** means any notice, request, consent or other communication provided, required or permitted under this Agreement as contemplated in Section 13.1 of this Agreement.

**"Riser Manager"** is a person or entity retained by the Licensee, in its sole discretion, to provide management and supervision services for all or part of the raceways, risers, ducts, conduits, sleeves, communications pathways (including the communications spaces), roof areas and other telecommunications related facilities in or serving the Building.

**"Term"** means the continuous period of five (5) years, commencing on the Commencement Date and expiring on February 28, 2026.

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

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

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

Schedule A	Legal Description of Lands
Schedule B	Podium Basement Plan
Schedule C	Equipment Room Plan and photos of equipment
Schedule D	Connecting Equipment
Schedule E	Building Rules & Regulations

- 1.4 **Approvals** Prior written approval is required from Simon Fraser University for any access to Room B105 as shown on Schedule C. The Licensee is required to obtain such written approval and provide a copy to the Licensor.

#### ARTICLE 2- LICENSE

- 2.1 **License** The Licensor grants to the Licensee a non-exclusive license to:
- (a) install, tag and label at both ends, operate, maintain, repair, improve, remove and replace the Communications Equipment in the Communication Room and Equipment Room, at the Licensee's sole expense and risk;
  - (b) subject to the Licensor's written approval for each installation, install, operate, maintain, repair, improve, remove and replace the Connecting Equipment in the Building, at the Licensee's sole expense and risk, together with the right to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's Customers, as required by the Licensee's Customers; and
  - (c) The Licensor makes no warranty or representation that any part of the Building is suitable to the Licensee's intended use. However, the Licensor grants the Licensee quiet possession for the intended use.

The Licensee acknowledges and agrees that, pursuant to the terms of this Agreement, it may only offer telecommunications services to the Licensee's Customers and to no other party. The Licensee shall not interfere with Simon Fraser University's telecommunications equipment located in the Building.

- 2.2 **Equipment Room** The Licensor shall provide the Equipment Room to the Licensee, for use in common, which Equipment Room shall be used by the Licensee for the sole provision of communications services to the Licensee's Customers.
- 2.3 **Nature of Interest** The right granted to the Licensee under this Agreement is a license only, and shall not constitute a partnership, joint venture or lease between two parties.
- 2.4 **Non-Exclusivity** The Licensee acknowledges and agrees that the license granted to the Licensee pursuant to Section 2.1 of this Agreement is not exclusive to the Licensee, and that the Licensor has the right to grant similar rights and privileges in respect of the Building to other parties.
- 2.5 **License Does Not:** The Licensee acknowledges and agrees that unless otherwise agreed to in writing by the Licensor:
- a) that this Agreement does not allow the installation or operation by or on behalf of the Licensee, of any type of rooftop or wireless communication equipment; and
  - b) that the Licensee shall not to use any part of the Licensee Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network to serve persons outside of the Building.

#### ARTICLE 3- TERM

- 3.1 **Term** Notwithstanding the date of its execution, this Agreement shall come into effect on the Commencement Date (March 1, 2021), and expire at the end of the Term.
- 3.2 **Extension** The Licensee, provided it has duly and punctually observed and performed the covenants, agreements, conditions, and provisos in this Agreement on the part of the Licensee to be observed and performed, shall have one option to extend the Term of the Agreement for a further period of Five (5) years (the "Extended Term"), such option to be exercised upon not less than Twelve (12) months' written notice to the Licensor, prior to the expiry of the Term. The Extended Term shall be on the same terms and conditions as the initial Term except for the License Fee and this option to extend.

The License Fee payable by the Licensee during the Extended Term shall be increased by either: (a) 5%; or (b) the CPI percentage, whichever is greater.

- 3.3 **Overholding** If the Licensee remains in occupation of the Equipment Room following the expiration of the Term, such continued occupation by the Licensee shall not have the effect

of renewing or extending this Agreement for any period of time, and the Licensee shall be deemed to be occupying the Equipment Room as a licensee on a month-to-month basis upon the same terms and conditions as set out in this Agreement, specifically including the requirement of the Licensee to pay the annual License Fee as outlined in Section 4.1. Interest on any unpaid License Fee during such month-to-month occupation shall accrue at the rate of 10% per annum, such rate of interest to be calculated and compounded monthly, not in advance, from the respective date upon which any such money becomes due to the Licensor.

#### ARTICLE 4- LICENSE FEE

- 4.1 The Licensee shall pay to the Licensor an annual License Fee in the amount of Five Thousand Dollars (\$5,000.00) plus GST for the first three (3) years of the Term; and the annual License Fee in the amount of \$6,000.00 for the last two (2) years of the Term. The License Fee for the initial term shall be payable on the first day of March of each calendar year of the Agreement, in advance. The Licensor's GST registration number is 85343 4983 RT0001.

#### ARTICLE 5- USE

- 5.1 **Use of Equipment Room** Unless required by Federal regulation, including CRTC rules, guidelines regulations, the Licensee shall use the Equipment Room only for the purpose of the installation, operation, maintenance, repair, improvement, removal and replacement of the Licensee Equipment as required by the Licensee for the sole purpose of providing communications services to the Licensee's Customers.
- 5.2 **Title** The Licensor acknowledges and agrees that title to the Licensee Equipment shall remain with the Licensee at all times notwithstanding that the Licensee Equipment may be affixed to a part of the Building for the time being.

#### ARTICLE 6- ACCESS AND ELECTRIC UTILITIES

- 6.1 **Access** to the Equipment Room must be approved by the Licensor and security will escort Licensee, in accordance with Section 7.3 and the Building Rules & Regulations attached hereto as Schedule E.
- 6.2 **Electrical Power** The Licensee shall have the right to connect the Licensee Equipment to the electric power distributing system within the Building at the sole cost and expense to the Licensee. The Licensor may estimate, acting reasonably, the amount of electricity consumed by the Licensee, which amount plus an administration fee of fifteen (15%) percent of the amount shall be paid by the Licensee when it is billed. If required by the Licensor, the Licensee, at its sole cost and expense, shall install a separate meter to determine the Licensee's electricity consumption and the Licensee agrees to pay for such electricity consumption. The Licensor shall use reasonable commercial efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's use. The Licensee agrees that the Licensor has no obligation or responsibility to provide emergency or backup power to the Licensee.
- 6.3 **Telephone Service** The Licensee, at its sole cost and expense, shall have the right to install a telephone in the Equipment Room if required by the Licensee.
- 6.4 **Nuisance** The Licensee shall not use nor permit the Licensee Equipment or any part of the Equipment Room to be used in such a manner as to annoy, disturb or cause nuisance to the Licensor of the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.
- 6.5 **Compliance of Law** The Licensee, in installing, maintaining, operating, repairing, and replacing the Licensee Equipment in the Equipment Room and the Building Risers shall comply at all times with all applicable laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities, including, without limitation, the rulings and decisions of the CRTC.
- 6.6 **Emergency Power System** The Licensee agrees that the Licensor has no obligation or responsibility to provide emergency or back up power to the Licensee, unless the Licensor agrees to provide emergency or backup power to the Licensee on such terms and conditions as may be mutually agreed to by the parties in writing.

#### ARTICLE 7- INSTALLATION, MAINTENANCE AND REPAIRS

- 7.1 Approval of Plans** Prior to the commencement of the installation of the Licensee Equipment in the Equipment Room and in the Building Risers, the Licensee shall prepare and submit plans, specifications, and working drawings to the Licensor in respect of such installation, and for each and every subsequent installation, for the approval of the Licensor. Any such approval by the Licensor may be subject to such conditions as the Licensor deems advisable including, without limitation, conditions as to timing of any work, the nature of the equipment to be installed, the contractors who will undertake the work, and the right of the Licensor to retain the services of a Riser Manager at the sole cost of the Licensee.

For clarity, any and all access by the Licensee or the Licensee's contractors to any portion of the Building other than the Equipment Room for the purpose of installing, operating or maintaining telecommunications or other equipment shall be subject to the prior written approval of the Licensor. The Licensee shall be responsible for all costs associated with any such installation, operation and maintenance including, without limitation, any and all related security costs, the costs of the Riser Manager, if applicable, and any such additional installation will be subject to the terms and conditions outlined in this Agreement.

- 7.2 Reimbursement** In addition to the License Fee, the Licensee agrees to reimburse the Licensor for costs, if any, of other similar services reasonably required by the Licensee in connection with the installation and operation of the Licensee Equipment.
- 7.3 Security Services** The Licensor and the Licensee agree that the Licensor will require security escorted access to the Building Risers and the Equipment Room. Acting reasonably, the Licensor, at its sole discretion, reserves the right to charge the Licensee for the costs of the escort services.
- 7.4 Installation** Upon receipt of the Licensor's written approval pursuant to Section 7.1 above, the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee Equipment, which installation shall be performed in a responsible and workmanlike manner and in accordance with all the applicable laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial, and municipal governmental authorities.
- 7.5 Cables** The Licensee shall label on every floor each cable placed by the Licensee in the Building Risers and any telecommunications closets through which the Licensee's cable passes with an identification number assigned by the Licensor to the Licensee. Each and every installation will require written approval by the Licensor in advance of such installation.
- 7.6 Repairs and Maintenance** The Licensee, at its own cost and expense, shall keep the Equipment Room and the Licensee Equipment in a safe and properly maintained condition.
- 7.7 Liens** The Licensee shall be responsible for the satisfaction or payment of any liens registered against the Building by any supplier of labour, material, or services to the Licensee. Any such liens shall be discharged by the Licensee, within ten (10) Business Days at the request of the Licensor, by payment of sufficient money into Court to obtain removal of such lien.

#### **ARTICLE 8- INSURANCE AND INDEMNIFICATION**

- 8.1 Insurance** The Licensee, at its own expense, shall take out and maintain in force while this Agreement is in effect, comprehensive general liability insurance in a minimum amount of Five Million Dollars (\$5,000,000) per occurrence for injury, death or property damage arising out of the Licensee's operations pursuant to this Agreement, which insurance shall contain cross liability and severability of interest clauses.
- 8.2 Indemnification** The Licensee shall indemnify and save harmless the Licensor from and against any loss, suit, claim, action, damage or expense arising out of, from or by reason of, the installation, operation, maintenance, repair or removal of the Licensee Equipment in the Equipment Room and the Building's communications space pursuant to this Agreement, except to the extent that any such loss, suit, claim, action, damage or expense is due to the negligence or willful misconduct of the Licensor or those for whom the Licensor is in law responsible.

#### **ARTICLE 9- TERMINATION**

**9.1 Termination by Licensee** The Licensee shall have the right to terminate this Agreement upon thirty (30) days' written notice to the Licensor in the event of the occurrence of any of the following:

- (a) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee Equipment;
- (b) the Licensee Equipment is damaged or destroyed and the Licensee determines that it will not affect repairs to, or replace, the Licensee Equipment;
- (c) the Licensee no longer provides communications services in the Building;
- (d) the Licensor defaults in the observance or performance of any of the Licensor's obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Licensor, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensor promptly commences such cure with reasonable diligence;
- (e) the Licensor makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to, bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensor is conclusive evidence of insolvency; or
- (f) the Building is expropriated by a lawful authority.

**9.2 Termination by the Licensor** The Licensor shall have the right to terminate this Agreement upon written notice to the Licensee in the event of the occurrence of any of the following:

- (a) the Licensee defaults in the payment of the License Fee or any other sum due under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensor to the Licensee;
- (b) the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensor to the Licensee, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence; or
- (c) the Licensee makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensee is conclusive evidence of insolvency.

**9.3 Surrender**

- (a) At the expiration or earlier termination of this Agreement the Licensee shall, at the written approval and direction of the Licensor and at the Licensee's sole cost and expense, without permitting the registration of any liens against title to the Lands, remove the Connecting Equipment, and all other items of the Licensee's Equipment except any part of it that by agreement between the Licensee and the Licensor has been acquired by the Licensor, and all of the Licensee's personal property from the Building. In undertaking such removal, the Licensee agrees to comply with the Building Rules & Regulations and to coordinate with the Licensor. This obligation to remove the Connecting Equipment and all other items of the Licensee's Equipment shall be subject to any CRTC-mandated obligations (as of the date of expiration or earlier termination of this Agreement) upon the Licensee to provide services to existing tenants or any other telecommunications service providers ("TSPs"). If any property that is required to be removed is not so removed within twenty (20) Business Days after the termination, the property

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 an administration fee equal to fifteen percent (15%) of the expense), or (ii) become the property of the Licensor without compensation to the Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of the Licensee's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, the Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to fifteen percent (15%) of the cost. 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.

- (b) If due to CRTC mandated obligations (as of the date of expiration or earlier termination of this Agreement) upon the Licensee to provide services to tenants or other TSPs, the Licensee is not required by Section 9.3(a) to remove the Connecting Equipment or other items of the Licensee's Equipment ("Exempted Items") then despite the expiration or termination of the Term of this Agreement, all of the obligations of the Licensee under this Agreement will continue in full force and effect in respect of the Exempted Items except that the obligation to pay the License Fee will be suspended so long as the Licensee does not provide any additional telecommunications or other communications services within the Building. That situation will continue (subject to the sentence following this one) until the Licensee's CRTC mandated obligations end and the Licensee removes the Exempted Items and restores damage as provided in Section 9.3(a). So long as, and to the extent a third party assumes responsibility and control of the Exempted Items, and the third party is bound by a telecommunications access agreement with the Licensor or an assignment of this Agreement in accordance with Section 14.3, or a successor of the Licensor, the Licensee will be exempted from its obligations in respect of the Exempted Items including (but not limited to) the obligation to remove the Exempted Items.
- (c) The Licensee covenants and agrees fully cooperate with the Licensor in providing any additional information reasonably required by the Licensor to confirm the Licensee's CRTC mandated obligations outlined in this Section 9.3, and agrees to authorize the Licensor to communicate directly with the CRTC for the purposes of confirming any such mandated obligations.

#### ARTICLE 10- RELOCATION

**10.1 Right of Facilities** The Licensor may at any time, require the Licensee, to relocate within the Building any or all of the Licensee's Equipment. Upon receipt of not less than one hundred and twenty (120) days advance written notice from the Licensor, (a "Relocation Notice") the Licensee shall relocate the Licensee's Equipment. If the Relocation Notice requires the relocation to occur within the first two (2) years after the Commencement Date, the Licensor will be solely responsible for the direct, reasonable, out of pocket expenses of the relocation (the "Relocation Costs"), and if the Relocation Notice does not require the relocation to occur until after that two (2) year period, the Relocation Costs will be shared equally by the Licensor and the Licensee unless the relocation is primarily to accommodate another supplier of Services. In that case, the Licensee will not be required to pay any part of the relocation costs. The Licensor shall use reasonable commercial efforts to accommodate the Licensee's relocation using a procedure that will, to the extent possible, ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location. If a Relocation Notice is delivered, the Licensee, will, within fifteen (15) days after its receipt deliver written notice to the Licensor setting out particulars of its estimate of the Relocation Costs and, the Licensor will be entitled to rely upon that estimate in proceeding with the relocation. The Licensor may at any time within fifteen (15) days after receipt of the Licensee's estimate of the Relocation Costs rescind its Relocation Notice by giving written notice to the Licensee to that effect.

#### ARTICLE 11 - DAMAGE OR DESTRUCTION OF BUILDING

- 11.1 Right to Terminate** In the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Licensor under this Agreement, the Licensor, at its sole option and expense, may attempt to repair such damage within one hundred eighty (180) days. In the event the Licensor elects not to repair the damage within one hundred eighty (180) days, the Licensee shall have the right to terminate this Agreement upon providing thirty (30) days' prior written notice to the Licensor, in which event the Licensee shall remove the Licensee Equipment in accordance with the provisions of Section 9.3 of this Agreement. The Licensee shall have no obligation to pay the License Fee or any other amounts under this Agreement during the thirty (30) day notice period, and the portion of the License Fee paid by the Licensee in advance shall be refunded by the Licensor to the Licensee on a pro-rated basis to the date of damage to the Building.

#### ARTICLE 12- FORCE MAJEURE

- 12.1 Force Majeure** Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall mean any acts of god, war, natural calamities, pandemics, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be force majeure.

#### ARTICLE 13- NOTICES

- 13.1 Notices** Any Notice pursuant to this Agreement shall be sufficiently given if in writing and personally served, or sent by facsimile, email or registered mail, and addressed or sent as specified below:

(a) If to the Licensor  
Surrey CC Properties Inc.  
c/o Blackwood Partners Management Corporation  
2153 Central City  
10153 King George Boulevard  
Surrey, BC, V3T 2W1  
  
Attention: General Manager and Property Manager  
Facsimile: (604) 588-8124  
Telephone: (604) 588-5271

(b) If to the Licensee  
Telus Communications Inc.  
25 York Street, 22<sup>nd</sup> Floor  
Toronto, ON M5J 2V5  
Attention: Manager, Building Access  
Email: [Richard\\_Johnson@telus.com](mailto:Richard_Johnson@telus.com)

- 13.2 Change of Address** Either party may change its address or particulars for the purposes of the receipt of any Notices in connection with this Agreement by giving notice in the same manner as provided in this Article 13.

#### ARTICLE 14- MISCELLANEOUS

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



- 14.2 **Waiver** No failure by either to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.
- 14.3 **Successors and Assigns** This Agreement shall not be assigned by the Licensee, in whole or in part, without the express written consent of the Licensor, provided that the Licensee shall be entitled to assign this Agreement to an affiliate of the Licensee, as defined in the *Canadian Business Corporations Act*, principal lenders, or a purchaser of most or all of the Licensee's assets, upon written notice to the Licensor. This Agreement shall be binding upon, and shall enure to the benefit of the parties and their respective successors and permitted assigns.
- 14.4 **Estoppel Certificates** Within ten (10) Business Days after written request therefore by the Licensor, or in the event that upon any sale, assignment, lease or mortgage of the Building and, or, the Lands by the Licensor, a status statement shall be required from the Licensee. The Licensee agrees to deliver in a form supplied by the Licensor or its authorized agent, an estoppel certificate to any proposed mortgagee or purchaser, or to the Licensor, stating (if such be the case):
- (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified and identify the modification agreements);
  - (b) the Commencement Date of this Agreement
  - (c) the amount of the License Fee and the date to which the License Fee has been paid;
  - (d) whether or not there is any default on the part of the Licensor of which the Licensee has served notice and if there is any such default, specifying the nature and extent thereof; and
  - (e) any other information that the Licensor may reasonably request pertaining to the Agreements.
- 14.5 **Agency** This Agreement is being executed by the Licensor's agent, Blackwood Property Management Corporation ("Agent"), and the Agent represents and warrants that it has the right, power and authority to enter into and execute this Agreement on behalf of Licensor.

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

**Licensee:**

**TELUS COMMUNICATIONS INC.**

Per: Richard Johnson

Authorized Signatory

Name: Richard Johnson

Please Print

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Licensor:**

**Blackwood Property Management Corporation, duly authorized agent  
for the Licensor (Surrey CC Properties Inc.)**

Per: Rachel Scollard

Authorized Signatory

Name: Rachel Scollard

Please Print

Rachel Scollard

Assistant Vice President, Central City

Title: Blackwood Partners Management Corporation

Blackwood Partners Management Corporation

Date: March 22, 2022

**SCHEDULE "A"**

**LEGAL DESCRIPTION OF LANDS**

REM Lot A

PID: 025-867-709

Retail Air Space Parcel 7 Section 27 Block 5 North Range 2 West NWD Plan BCP 9440

Civic Address: 13450 – 102<sup>nd</sup> Avenue, Surrey, BC V3T 5X5

REM Lot A

PID: 025-867-067

Lot A Except: Parts in Air Space Plans BCP9438, BCP9439, BCP9440, and BCP9442, Section 27, Block 5 North, Range 2 West, NWD Plan BCP 9437

Civic Address: 13450 – 102<sup>nd</sup> Avenue, Surrey, BC V3T 5X5

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*Telecommunications License Agreement*

**SCHEDULE "E"**

**BUILDING RULES AND REGULATIONS**

1. **PUBLIC ORDER**  
The Licensee shall at all times abide by all laws, rules, regulations, ordinances, provisions and requirements relating to the Building or to the Equipment Room, and shall keep its employees, servants, agents and invitees under its control so as to prevent the performance of any acts or the carrying on of any practices which could damage the Building or its reputation, or the Equipment Room, or could injure or annoy other tenants in the Building or their employees, servants, agents or invitees, or the public. Failure to comply with the Building rules and regulations set out in this Schedule E, may result in a minimum Fifty Dollar (\$50.00) fine for each occurrence.
2. **ORDINARY BUSINESS HOURS**  
The Ordinary Business Hours of the Building shall be 7:00 A.M. to 6:00 P.M. on weekdays and 8:00 A.M. to 3:00 P.M. on Saturday (exclusive of Building Holidays) unless and until changed by the Licensor. The "Building Holidays" to be observed by the Building shall be all statutory holidays in British Columbia and any and all other days designated by the Licensor. After Ordinary Business Hours and on Sundays and Building Holidays the Building will be secured, and no Building Systems/Rooms will be provided for access unless pre-authorized by the Licensor.
3. **ACCESS**  
Access to the Equipment Room without proper and acceptable identification shall be refused. The Licensee shall provide the Licensor with a current security access list for all persons with authorized access to the Equipment Room. All changes, deletions and additions to said security access list shall be the sole responsibility of the Licensee and shall be made in writing to the Licensor.
4. **SIGNS, DIRECTORY AND BUILDING ADDRESS**  
The Licensor may prescribe a uniform pattern of identification signs for the Licensee to be placed on the outside of the entranceway leading into the Equipment Room at the Licensee's expense, and other than such identification signs, the Licensee shall not paint, display, exhibit, inscribe, place or affix any flag, sign, picture, advertisement, notice, lettering or direction on the outside or inside of the Equipment Room for exterior view without the prior written consent of the Licensor. Signs shall be manufactured and installed by persons approved by the Licensor, failing which the Licensor may remove same without liability, and may charge the expense incurred by such removal to the Licensee.
5. **USE OF EQUIPMENT ROOM**  
The Licensee shall not overload any floor of the Equipment Room nor shall it hang or suspend from any wall or ceiling or other part of the Building any of its equipment, displays, fixtures or signs without the prior written consent of the Licensor.  
  
If the Licensee installs any electrical equipment which overloads the electrical facilities, it shall at its own expense make whatever changes are necessary to comply with the requirements of the Licensor and its insurers and of the governmental authorities having jurisdiction, but not until it first submits to the Licensor plans and specifications for the required work and obtains the Licensor's written approval to perform the same. The plumbing facilities within the Equipment Room and the Building shall not be used for any other purpose than that for which they are installed, and no foreign substances of any kind shall be thrown or disposed of therein, and the expense of any breakage, stoppage or damage within the Equipment Room shall be borne by the Licensee.  
  
The Licensee shall not obstruct or encumber the sidewalks, plaza, entrances, lobbies, corridors, courts, elevators, escalators, vestibules or stairways in and about the Building or use them for any purpose other than ingress or egress from the Equipment Room.

The Licensee, its employees and its invitees shall not go up on the roof of the Building without security or Building staff escort services.

No cooking shall be done or permitted in the Equipment Room.

The Licensee shall not use the Equipment Room or the Building for lodging or sleeping or for manufacturing purposes.

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

The Licensee shall not cover any windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building.

No parcels or other articles should be placed on interior or exterior windowsills.

No fire exit doors shall be obstructed.

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

6. **SAFETY**

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

The Licensee shall not keep in the Equipment Room or the Building any dangerous or explosive or corrosive materials or fluids or batteries or other goods containing dangerous, explosive or corrosive materials or fluids. The Licensee shall not use or keep in the Equipment Room or the Building any inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation of the Licensee's business. The Licensee shall not, without the Licensor's prior written approval, use any method of heating or air-conditioning other than that supplied or approved by the Licensor.

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

7. **SECURITY**

The Licensee shall ensure that the doors of the Equipment Room are closed and locked, that all lights, water faucets, water apparatus and powered equipment are shut off before the Licensee or the Licensee's employees leave the Equipment Room, so as to prevent waste or damage, and for any negligence or willful misconduct in this regard the Licensee shall make good all injuries sustained by the Licensor or other tenants or occupants of the Building.

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

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

The Licensee must, upon the expiration or sooner termination of this Agreement, return to the Licensor all keys and/or access cards either furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys so furnished, the Licensee

shall pay to the Licensor the cost of replacement keys. Building janitors and contract cleaners will be provided with a passkey to offices in the Building.

8. **RECEIVING OF SUPPLIES**

All loading and unloading of merchandise, supplies, fixtures, equipment and furniture shall be made at such hours and in accordance with such rules as the Licensor may prescribe.

The delivery or movement of any freight, furniture, safes or bulky matter of any description (collectively herein called "freight") must take place during the hours which the Licensor may reasonably determine from time to time and in the freight elevator if an elevator is to be used. The persons employed by the Licensee for such work must be reasonably acceptable to the Licensor and only hand trucks equipped with rubber tires and side guards may be used for moving freight in the Building. All freight entering or leaving the Building must be shipped through the loading area and the freight elevator. In no event shall freight be moved through the mall or ground floor entrances or lobbies to the Building. The Licensor reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any term of this Agreement.

All carrying in or out of unusually heavy or bulky freight must take place only during hours selected by the Licensor and then only with prior notice to and approval by the Licensor. No loads beyond the rated capacity of elevators shall be brought into the Building. The Licensor shall have the right to prescribe the location of heavy loads or objects and if considered necessary, the means to distribute the weight thereof (to no more than 50 pounds per square foot unless written approval is granted by the Licensor). All costs incurred by the Licensor with respect thereto will be charged to the Licensee. Any damage to the Building caused by the Licensee or its contractor, delivery or moving service will be repaired by the Licensor at the Licensee's expense.

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

9. **HOUSEKEEPING**

The Licensee shall not employ any person or persons other than the Licensor's janitors for the purpose of cleaning the Equipment Room, unless otherwise agreed to by the Licensor in writing. Except with the written consent of the Licensor no person or persons other than those approved by the Licensor shall be permitted to enter the Building for the purpose of cleaning the same. The Licensee shall not cause any unnecessary labour by reason of carelessness or indifference in the preservation of good order and cleanliness. Janitor service shall not include shampooing or spot cleaning of carpets or dry cleaning of any draperies unless the Licensor otherwise elects. The Licensor shall not be responsible for any loss of or damage to any Licensee's property by the janitors, their employees or any other person performing janitorial services.

10. **PEST CONTROL** - Intentionally deleted.

11. **HANDLING OF REFUSE**

The Licensee shall keep within the Equipment Room, in covered fire-proof and vermin-proof containers, all trash and garbage until the appointed day for removal of such, and the Licensee shall not burn or otherwise dispose of any trash or garbage in or about the Equipment Room or anywhere else within the Building.

12. **MAINTENANCE REQUESTS**

Maintenance requests will be attended to only if made to the Licensor at the Building Management Office. Building employees will not perform any work or do anything outside of their regular duties, unless under special instructions from the office of the Licensor.

13. **ALTERATIONS AND REPAIRS**  
The Licensee shall not mark, paint, drill into, or in any way deface any part of the Equipment Room or the Building or paint any ceiling, ceiling tile, suspension grid or light fixtures.
- The Licensee shall not install vinyl tile or sheet, hand tile, marble, wood parquet, carpet or similar floor covering so that it is directly affixed to the floor of the Equipment Room or the Building without the Licensor's approval.
- The Licensee shall ensure that all works is in accordance with plans, specifications, and working drawings previously approved by the Licensor, and in accordance with any directions given by the Licensor or its consultants in respect of any installation.
- No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Building without the prior written consent of the Licensor.
- No file, cabinets, boxes, containers or similar items shall be placed in, against or adjacent to any window of the Building so as to be visible from the outside of the Building.
- The Licensee shall not install any radio, microwave or television antenna, loudspeaker or other device on the roof or patio or exterior walls of the Building. No awnings, showcases, air-conditioning units or other items shall be put in front of or affixed to any part of the windows and exterior of the Building nor placed in the corridors or vestibules.
- The Licensee shall not alter the standard building ceiling lighting or HVAC system or install any additional lighting or abnormal power consuming equipment without prior written approval of the Licensor.
14. **ADVERTISING**  
The Licensee shall not erect, install, display, inscribe, paint or affix any sign, lettering or advertising medium to, upon or above the exterior of the Equipment Room or the Building, or use the interior glass surface of any show window or door, without the Licensor's prior written consent.
15. **CANVASSING**  
Canvassing, soliciting, distribution of handbills and peddling in the Building is prohibited.
16. **ANIMALS**  
No animals or pets are allowed in the Building at any time, except for dogs assisting the disabled.
17. **VENDING MACHINES**  
No vending or amusement apparatus shall be brought into the Equipment Room or the Building.
18. **BICYCLES AND VEHICLES**  
Bicycles and vehicles are to be parked or left or secured only in areas designated by the Licensor.