

LICENCE AGREEMENT (TELECOMMUNICATIONS)

Re: Licensor: Morguard 99 Metcalfe Limited  
Licensee: TELUS COMMUNICATIONS INC.  
Project: 99 Metcalfe Street  
Project Address: 99 Metcalfe Street, Ottawa, ON K1P 6L7  
Unit Number: Telecom, Approximately 25 square feet of floor area  
  
(the "Premises")

**INFORMATION PAGE**  
FORMING PART OF LICENCE AGREEMENT (TELECOMMUNICATIONS)

1. TERM:
- (a) FIRST DAY OF TERM: July 1, 2023
  - (b) LAST DAY OF TERM: June 30, 2028
2. FEE: the Fee for the Term shall be in the amount indicated below, plus Sales Taxes. The Fee for the initial term as set forth herein shall be payable in advance of the Commencement Date.

Per Month	Per Annum
\$	\$665.00

3. HYDRO: the annual sum of \$0.00 plus Sales Taxes
4. SECURITY ESCORT FEE: \$25.00 hour plus Sales Taxes
5. LICENSOR'S SALES TAXES REGISTRATION NUMBER: 887375889RT0001
6. LICENSOR: Morguard 99 Metcalfe Limited
- (a) ADDRESS:  
  
Morguard 99 Metcalfe Limited  
  
c/o Morguard Investments Limited  
350 Sparks Street, Suite 402, Ottawa, Ontario K1R 7S8  
Email: noticeottawala@morguard.com  
Attention: Vice President, Leasing
7. LICENSEE (legal name): TELUS COMMUNICATIONS INC.
- (a) ADDRESS:  
  
TELUS COMMUNICATIONS INC.  
25 York Street, Floor 22  
Toronto, ON  
M5J 2V5  
  
Email: richard\_johnson@telus.com  
Attention: Richard Johnson, Manager, Building Access

8. RENEWAL TERM:

Number of Options	Length
2	5

## LICENCE AGREEMENT (TELECOMMUNICATIONS)

THIS AGREEMENT is effective October 25, 2022 (the "Effective Date").

Re: Licensor: Morguard 99 Metcalfe Limited  
Licensee: TELUS COMMUNICATIONS INC.  
Project: 99 Metcalfe Street  
Project Address: 99 Metcalfe Street, Ottawa, ON K1P 6L7  
Unit Number: Telecom, Approximately 25 square feet of floor area  
(the "Premises")

### WHEREAS:

- (A) The Licensor is the owner of the Building.
- (B) The Licensor has agreed to grant to the Licensee a license to install, operate, maintain, repair and replace certain communications equipment in the 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 for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Licensor and the Licensee agree as follows:

### ARTICLE 1.00 - DEFINITIONS AND INTERPRETATION

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

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

"**Building**" means the building owned or managed by the Licensor and located on the Project.

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

"**Business Day**" means any day which is not a Saturday, Sunday or a statutory holiday observed in the province in which the Building is situated.

"**Cable**" means fibre optic, coax, copper cables and wires.

"**Commencement Date**" means the First Day of Term, as provided on the Information Page.

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

"**Connecting Equipment**" means the Cables, conduits, inner ducts and connecting hardware of the Licensee that is connected to the Communications Equipment, as more particularly described in Schedule A.

"**CPI Adjustment**" means the percentage increase in the Consumer Price Index, All-items for Canada (2002 = 100) between the month in which the Commencement Date occurs and the month in which the last day of the Term occurs.

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

"**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 A, subject to relocation pursuant to the provisions of Section 7.08.

"**Information Page**" means the first page(s) attached to this Agreement as Page IP.

"**License Fee**" means the annual fee specified in Section 4.01, which is payable by the Licensee to the Licensor under this Agreement.

"**Licensee**" means the person described as Licensee on the Information Page.

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

"**Licensor**" means the person described as Licensor on the Information Page.

"**Notice**" means any notice, request, consent or other communication provided, required or permitted under this Agreement as contemplated in Section 12.01.

"**Renewal Term**" means the period after the Term for which this Agreement may be renewed and extended as described on the Information Page.

"**Sales Taxes**" means goods and services taxes payable pursuant to Part VIII and IX of the Excise Tax Act, as amended and re-enacted from time to time, as well as any blended or harmonized sales tax which combines such taxes with provincial sales taxes (however characterized or named), and any other like taxes levied from time to time by any governmental authority having jurisdiction, against the License Fee and any other charges payable under this Agreement.

"**Term**" means the continuous period specified on the Information Page.

**1.02 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. 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.
- (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 language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.
- (d) This Agreement shall be interpreted and governed by the laws of the province in which the Project is located and the laws of Canada applicable therein and shall be subject to the exclusive jurisdiction of the courts of the province in which the Project is situated.

**1.03 Schedules** - The following are the Schedules attached to and forming part of this Agreement:

Schedule A - Equipment Room Plan and Plan for Connecting Equipment

Schedule B - Building Rules & Regulations

Schedule C - Building Security Regulations

## ARTICLE 2.00 – LICENSE

**2.01 License** - The Licensor grants to the Licensee a non-exclusive license to:

- (a) install, operate, maintain, repair and replace the Communications Equipment in the Equipment Room, at the Licensee's sole expense and risk;
- (b) install, operate, maintain, repair 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 in the Building, as required by the Licensee's customers in the Building; and
- (c) use the Entrance Link and existing Building wiring, only to the extent that the Licensor has the possession of, and authority to allow the use of, the Entrance Link and the existing Building wiring, as required by the Licensee for the purpose of connecting the Licensee's Equipment to the Licensee's customers in the Building.

**2.02 Equipment Room** - The Licensor shall provide access to the Equipment Room to the Licensee, which Equipment Room shall be used by the Licensee for the provision of communications services to the Licensee's customers in the Building.

**2.03 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 the parties hereto.

**2.04 Non-Exclusivity** - The Licensee acknowledges and agrees that the license granted to the Licensee pursuant to Section 2.01 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.

**2.05 Rooftop Rights** - The Licensee acknowledges and agrees that, unless otherwise agreed to in writing by the Licensor:

- (a) 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) the Licensee shall not 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 to serve persons outside of the Building.

**2.06 Sublicense** - Subject to the prior written consent of the Licensor, the Licensee shall have the right to sublicense a portion of the Equipment Room to an affiliate as described in Section 13.03 for the purpose of permitting such affiliate to provide communications services to its customers in the Building.

### **ARTICLE 3.00- TERM**

**3.01 Term** - Notwithstanding the date of its execution, this Agreement shall come into effect on the Commencement Date.

**3.02 Option to Renew** - Provided that the Licensee is not in default under this Agreement, the Licensee shall have options to renew and extend this Agreement for periods of time set out on the Information Page (each of which is a "**Renewal Term**"), upon the Licensee providing at least 6 months' prior written notice to the Licensor. Each Renewal Term shall be on the same terms and conditions as contained in this Agreement, except that the License Fee shall be agreed to by the parties in writing based on the greater of: (i) the prevailing market rates for similar Equipment Rooms in similar buildings in the city in which the Building is located; and (ii) any increase (but not a decrease) in the License Fee when multiplied by the CPI Adjustment. Where the parties are unable to agree on the License Fee payable during a Renewal Term prior to the expiration of the Term or a Renewal Term, as the case may be, the matter in dispute shall be determined by a single arbitrator appointed pursuant to the arbitration legislation of the province in which the Building is situated.

**3.03 Overholding** - If the Licensee remains in occupation of the Equipment Room following the expiration of the Term or a Renewal Term and the Licensee has not exercised its option to renew pursuant to Section 3.02, 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.

### **ARTICLE 4.00 - LICENSE FEE**

**4.01 License Fee** - The Licensee agrees to pay the Licensor the License Fee as provided on the Information Page.

### **ARTICLE 5.00 - USE**

**5.01 Use of Equipment Room** - The Licensee shall use the Equipment Room only for the purpose of the installation, operation, maintenance, repair and replacement of the Licensee's Equipment as required by the Licensee for the purpose of providing communications services to the Licensee's customers in the Building.

**5.02 Title** - The Licensor acknowledges and agrees that title to, and ownership of, the Licensee's Equipment shall remain with the Licensee at all times notwithstanding that the Licensee's Equipment may be affixed to a part of the Building for the time being.

### **ARTICLE 6.00 - ACCESS AND ELECTRIC UTILITIES**

**6.01 Access** - The Licensee and its authorized representatives shall have access to the Equipment Room for the purpose of installing, operating, maintaining, repairing and removing the Licensee's Equipment. The Licensee and its authorized representatives further shall have such access to the driveways, walkways, entrances, exits and hallways associated with the Building as may be reasonably required in order for the Licensee and its authorized representatives to access the Equipment Room. All entry and access to the Equipment Room and the Building, including the Building Risers, by the Licensee and its authorized representatives shall be in accordance with the Licensor's Building Rules and Regulations, as attached in Schedule B and as may be amended and updated from time to time, and Building Security Regulations, as attached in Schedule C and as may be amended and updated from time to time, and shall be subject to the escort fees referred to in Section 7.03 and on the Information Page.

**6.02 Electrical Power** - The Licensee shall have the right to connect the Licensee's Equipment to the electric power distributing system within the Building at the sole cost and expense of the Licensee. 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 Licensee agrees that the Licensor has no obligation or responsibility to provide emergency or backup power to the Licensee. The Licensee agrees to pay the annual sum set out on the Information Page under the heading "Hydro".

**6.03 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.

**6.04 Nuisance** - The Licensee shall not use nor permit the Licensee's Equipment or any part of the Equipment Room to be used in such a manner as to annoy, disturb, or cause nuisance to, or impede in any way the operations of, the Licensor or any occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.

**6.05 Compliance with Laws** - The Licensee, in installing, maintaining, operating, repairing and replacing the Licensee's 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.

#### **ARTICLE 7.00 - INSTALLATION, RELOCATION, MAINTENANCE AND REPAIRS**

**7.01 Approval of Plans** - Prior to the commencement of the installation of the Licensee's 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 for the approval, in writing, of the Licensor.

**7.02 Other Costs** - In addition to the License Fee, the Licensee agrees to pay the Licensor within 30 days of receipt of an invoice from the Licensor, the reasonable cost for the review of the plans, specifications and working drawings referred to in Section 7.01 and the cost incurred by Licensor for any other necessary services reasonably required in connection with the installation and operation of the Licensee's Equipment, including site visits by electrical engineers, mechanical engineers or riser managers, retained by the Licensor.

**7.03 Escort Services** - The Licensee agrees to pay the Licensor fees for security escorted access to the Building, Building Risers or the Equipment Room, (the "Escort Fee") within 30 days of receipt of an invoice from the Licensor. The Escort Fee shall be charged at the rate on the Information Page and shall not be charged if recovered by the Licensor from the tenants or occupants of the Building. The Escort Fees shall be charged for a minimum of 1 hour per occurrence during normal business hours for the Building and a minimum of 2 hours per occurrence after normal business hours for the Building.

**7.04 Installation** - Upon receipt of the Licensor's written approval pursuant to Section 7.01, the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee's Equipment, which installation shall be performed in a responsible and workmanlike manner and in accordance with all applicable laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial and municipal governmental authorities.

**7.05 Cables** - The Licensee shall label 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.

**7.06 Repairs and Maintenance** - The Licensee, at its own cost and expense, shall keep the Equipment Room and the Licensee's Equipment in a safe and properly maintained condition.

**7.07 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 10 Business Days at the request of the Licensor by payment of sufficient money into Court to obtain removal of such lien, provided that the Licensee shall be entitled to contest, in good faith, any such liens.

**7.08 Relocation** - The Licensor may, at any time during the Term, require the Licensee, to relocate within the Building any or all of the Communications Equipment and the Equipment Room. Upon receipt of not less than 120 days' prior written notice from the Licensor (the "Relocation Notice"), the Licensee shall relocate the Communications Equipment and the Equipment Room. If the Relocation Notice requires the relocation to occur within the first 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 such 2 year period, the Relocation Costs will be shared equally between the Licensor and the Licensee unless the relocation is primarily to accommodate another supplier of telecommunication services. In that case, the Licensee will not be required to pay any part of the relocation costs. The Licensor shall permit the Licensee to effect any relocation using a procedure that will 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 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 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 8.00 - INSURANCE AND INDEMNIFICATION**

**8.01 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 \$10,000,000 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 and name the Licensor and the Licensor's agent as additional insureds.

**8.02 Indemnification by Licensee** - 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's Equipment in the Equipment Room and the Building communications space pursuant to this Agreement, except to the extent that any such loss, suit, claim, action, damage or expense is directly caused by the gross negligence or wilful misconduct of the Licensor or those for whom the Licensor is in law responsible.

#### **ARTICLE 9.00 - TERMINATION**

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

- (a) the Licensee is unable to secure 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's Equipment; or
- (b) 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 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 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.

**9.02 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 30 days after 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 other than payment of the License Fee and such default continues for more than 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 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 such period of time shall under no circumstances exceed 60 days and that the Licensee promptly commences and affects such cure with reasonable diligence; or
- (c) the Licensee makes or threatens to make 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.

**9.03 Surrender** - Upon the expiration or earlier termination of this Agreement, the Licensee shall remove the Licensee's Equipment from the Equipment Room, the Building and the Building Risers and shall be responsible for repairing any damage caused by such installation and removal, except damage caused by ordinary wear and tear. In addition, and notwithstanding any other provision of this Agreement, Licensor may, without any liability to Licensor, upon the expiration or earlier termination of this Agreement remove or cause to be removed and disposed of, at Licensee's cost, Licensee's Equipment from the Equipment Room, the Building and the Building Risers.

#### **ARTICLE 10.00 - DAMAGE OR DESTRUCTION OF BUILDING**

**10.01 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 180 days. In the event the Licensor elects not to repair the damage within 180 days, the Licensee shall have the right to terminate this Agreement upon providing not less than 30 days' prior written notice to the Licensor, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of Section 9.03. The Licensee shall have no obligation to pay the License Fee or any other

amounts under this Agreement during the 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 prorated basis to the date of damage to the Building.

#### **ARTICLE 11.00 - FORCE MAJEURE**

**11.01 Force Majeure** – 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, 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; however, lack of funds on the part of such party shall not be deemed to be force majeure.

#### **ARTICLE 12.00 - NOTICES**

**12.01 Notices** - Any notice required or permitted hereunder shall be given in writing and delivered either: (i) personally; (ii) by prepaid courier service; (iii) by email, provided that the subject line of the email is "Notice"; or (iv) by registered mail, postage prepaid and addressed or sent as specified on the Information Page. Any notice shall be considered to have been given and received: (i) if delivered personally or by prepaid courier, on the day of delivery; (ii) if sent by email, 1 Business Day after it was sent; or (iii) if sent by registered mail, 3 Business Days following the date upon which it was mailed. Either party may from time to time by notice in writing to the other designate another address or addresses in Canada as the address to which notices are to be sent. If the postal service is interrupted or substantially delayed or threatened to be interrupted or delayed, any notice shall only be delivered by one of the alternate methods stated above.

#### **ARTICLE 13.00 - MISCELLANEOUS**

**13.01 Entire Agreement** - This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes and replaces any and all other representations, understandings, negotiations and previous agreements, written or oral, express or implied between the parties. The parties do not rely upon or regard as being material any representations or other agreements not specifically incorporated into and made part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing and executed with no less than the same degree of formality as the execution of this Agreement.

**13.02 Waiver** - No failure by either party hereto 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.

**13.03 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 Canada Business Corporations Act, with no less than 10 days' prior written notice to the Licensor. This Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective successors and permitted assigns.

**13.04 Limitation of Recourse** - If the Licensor is, or one of the parties comprising the Licensor is, or this Agreement is assigned by the Licensor to, a real estate investment trust ("REIT"), the parties acknowledge and agree that the obligations of the REIT hereunder and under all documents delivered pursuant hereto (and all documents to which this document may be pursuant) or which give effect to, or amend or supplement, the terms of this Agreement are not personally binding upon any trustee thereof, any registered or beneficial holder of units (a "Unitholder") or any annuitant under a plan of which a Unitholder acts as a trustee or carrier, or any officers, employees or agents of the REIT and resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the foregoing or the private property of any of the foregoing, but the Building only shall be bound by such obligations and recourse or satisfaction may only be sought from the revenue of the Building.

**13.05 Time** - Time shall, in all respects, be of the essence hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

**13.06 Currency** - Unless otherwise specifically provided herein, all references to dollar amounts herein or other money amounts are expressed in terms of lawful money of Canada.

***[Remainder of page intentionally blank]***

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written.

**LICENSOR:  
MORGUARD 99 METCALFE LIMITED**

*Beverley Flynn*

✉

**Beverley Flynn**  
Senior Vice President, General Counsel  
October 28, 2022 16:19 ET  
IP: 207.35.65.4

*Paul Miatello*

✉

**Paul Miatello**  
Chief Financial Officer  
October 25, 2022 19:19 ET  
IP: 207.164.146.196

We have authority to bind the corporation

**LICENSEE:  
TELUS COMMUNICATIONS INC.**

*Richard D. Johnson*

✉

**Richard D. Johnson**  
Manager, Building Access  
October 25, 2022 11:10 ET  
IP: 66.203.207.69

I/We have authority to bind the corporation



**Schedule B**  
**Building Rules and Regulations**

1. **Definition** - In these rules and regulations, "Licensee" includes the employees, servants, agents, invitees and sublicensees of the Licensee and others over whom the Licensee can reasonably be expected to exercise its control.
2. **Common Elements** - The Licensor reserves entire control of the common areas of the Building and will maintain them in such manner as it deems best for the benefit of tenants and occupants generally. The Licensor reserves the right to restrict and regulate the use of the common areas by the Licensee and by persons making deliveries to the Licensee.
3. **Smoking** - Smoking is not permitted in the Building or in any area adjacent the Building and on the Land which has not been designated by the Licensor as a smoking area. The Licensor shall have the right, in its sole discretion, to determine whether any designated smoking area shall be established, and the size and location of any such area.
4. **Obstructions** - The sidewalks, driveways, entrances, vestibules, passages, corridors, halls, elevators and stairways shall not be encumbered or obstructed by the Licensee or be used by it for any purpose other than for entrance to and exit from the Equipment Room.
5. **Deliveries** - The Licensee shall not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walkway, parking area or other common areas of the Building. The Licensee shall ensure that deliveries of materials and supplies to the Equipment Room are made through such entrances, elevators and corridors and at such times as may from time to time be designated by the Licensor and shall promptly pay or cause to be paid to the Licensor the cost of repairing any damage in or to the Building caused by any person making such deliveries. The Licensor reserves the right to remove at the expense and risk of the owner thereof any vehicle not using designated "vehicle standing" areas.
6. **Security** - The Licensor may from time to time adopt appropriate systems and procedures for the security and safety of the Building, including restricting access during non-business hours and the Licensee shall comply with the Licensor's reasonable requirements relating thereto.
7. **Locks** - No additional locks or bolts of any kind shall be placed by the Licensee upon any of the doors or windows of the Equipment Room, nor shall any changes whatsoever be made to existing locks or the mechanics thereof except by the Licensor at its option. The Licensee shall not permit any duplicate keys to be made, but additional keys as reasonably required shall be supplied by the Licensor when requested by the Licensee in writing and at the Licensee's expense. Upon termination of this Agreement, the Licensee shall surrender to the Licensor all keys to the Equipment Room and any other parts of the Building together with any parking passes or other devices permitting entry.
8. **Antennae** - The Licensee shall not mount or place an antenna or aerial of any nature on the exterior of the Equipment Room or Building or, unless it first obtains the Licensor's prior written consent, anywhere within the Equipment Room.
9. **Garbage** - The handling and disposal of garbage shall comply with arrangements prescribed by the Licensor from time to time. No disproportionate or abnormal quantity of waste material shall be allowed to accumulate in the Equipment Room and the cost of removal or clearing of quantities in excess of such normally provided service may be charged to the Licensee.
10. **Recycling** - The Licensee shall participate in all Building recycling, energy reduction and water conservation programs as may be determined by the Licensor from time to time.
11. **Repairs, Alterations and Improvements** - The Licensee shall carry out repairs, maintenance, alterations and improvements in the Equipment Room only during times agreed to in advance by the Licensor and in a manner which will not interfere with the rights of other tenants in the Building.
12. **Maintenance** - The Licensee shall provide adequate facilities and means to prevent the soiling of walls, floors and carpets in and abutting the Equipment Room whether by shoes, overshoes, any acts or omissions of the Licensee or otherwise.
13. **Installations and Wiring** - The Licensee shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the Equipment Room and the Building except with the prior written consent of the Licensor and as it may direct. If the Licensee desires electrical or communications connections, the Licensor reserves the right to direct qualified persons as to where and how the wires should be introduced, and without such directions, no boring or cutting for wires will be permitted. No gas pipe or electric wire will be permitted which has not been ordered or authorized in writing by the Licensor.
14. **Heating, Air Conditioning and Plumbing Systems** - The Licensee shall not attempt any repairs, alterations or modifications to the heating, air conditioning or plumbing systems.

15. **Water Fixtures** - The Licensee shall not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the Licensee shall pay the cost of any breakage, stoppage or damage resulting from a violation of this provision.
16. **Personal Use of Equipment Room** - The Equipment Room shall not be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes as permitted under this Agreement.
17. **Solicitations** - The Licensor reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Building.
18. **Heavy Articles** - The Licensee shall not, in the Equipment Room or the Building, bring in, take out, position, construct, install or move anything liable to injure or destroy any part of the Building including, without limiting the generality of the foregoing, any safe, business machinery or other heavy machinery or equipment without the prior written consent of the Licensor. In giving such consent, the Licensor shall have the right, in its sole discretion, to prescribe the permitted weight and the position thereof, and the use and design of planks, skids or platforms required to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or machinery shall be repaired at the expense of the Licensee. The moving of all heavy equipment or other machinery shall occur only by prior arrangement with the Licensor.
19. **Bicycles, Animals** - The Licensee shall not bring any animals, except for guide dogs, into the Building and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by the Licensor for such purposes.
20. **Furniture and Equipment** - The Licensee shall ensure that furniture, equipment and fixtures being moved into or out of the Equipment Room are moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the Licensor and shall promptly pay or cause to be paid to the Licensor the cost of repairing any damage in the Building caused thereby.
21. **Heating / Cooling** - The Licensee shall not use any means of heating or cooling the Equipment Room other than that provided by or specifically otherwise permitted in writing by the Licensor.
22. **Undue Electrical Loads, Heat, Vibration or Interference** - No material or equipment which could cause undue loads on electrical circuits or undue vibration, heat or noise or which could unduly interfere with wireless or other communications shall be brought into the Building or used therein by or on behalf of the Licensee and no machinery or tools of any kind shall be affixed to or used in the Equipment Room without the prior written consent of the Licensor.
23. **Fire Regulations** - The Licensee shall not do or permit anything to be done in the Equipment Room or bring or keep anything therein which will in any way increase the risk of fire, or obstruct or interfere with the rights of other tenants, or violate or act at variance with the laws relating to fires or with the regulations of the fire department or the board of health. The Licensee shall cooperate in any fire drills and shall participate in all fire prevention or safety programs designated by the Licensor.
24. **Flammable Materials** - No flammable oils or other flammable, dangerous or explosive materials shall be kept or permitted to be kept in the Equipment Room.
25. **Food and Beverages** - Only persons approved from time to time by the Licensor may prepare, solicit orders for, sell, serve or distribute foods or beverages in the Building or use the elevators, corridors or other common areas of the Building for any such purpose. The Licensee shall not permit in the Equipment Room the use of equipment for the preparation, serving, sale, distribution or dispensing of food and beverages except with the prior written consent of the Licensor and in accordance with arrangements approved by the Licensor.
26. **Notice of Accidents** - The Licensee shall give immediate notice to the Licensor in case of fire or accident in the Equipment Room or in the Building, or in case of defects therein or in any fixtures or equipment thereof, notwithstanding the Licensor may have no obligations with respect thereto.
27. **Janitorial Services** - The Licensee shall not use or engage any person or persons other than the janitor or janitorial contractor of the Licensor for the purpose of any cleaning of the Equipment Room, except with the prior written consent of the Licensor.
28. **Dangerous or Immoral Activities** - The Licensee shall not make any use of the Equipment Room which could result in risk or injury to any person, nor shall the Equipment Room be used for any immoral or criminal purpose.
29. **Proper Conduct** - The Licensee shall not perform any acts or carry on any practice which may damage the common areas of the Building or be a nuisance to any other tenant in the Building.
30. **Health Screening** - The Licensor shall be entitled, during such time as there is a situation, either real or perceived, in which the Licensor determines, based on what it believes to be reliable advice,

including, without limitation, advice from a medical professional or a directive, bulletin, notice or other form of communication from a public health official, that persons in or about the Building are or may be exposed in or at the Building to danger from any disease, virus or other biological or physical agent which may, in any way, be detrimental to human health including, without limitation, COVID-19, SARS and avian flu (H5N1) or any variant thereof (a "Health Emergency"), to require all occupants of the Building to comply with reasonable measures imposed in respect thereof by the Licensor, including health screening, the use of hand washing and other sanitation products directly related to the management of the Health Emergency, attendance at mandatory training sessions, and the use of additional protective equipment and clothing by all occupants, invitees and tenants such as protective barriers, gloves and masks.

31. **Access During Health Emergency** - During a Health Emergency, the Licensor shall be entitled to specify modes of ingress and egress from and to the Building for tenants generally, or for specific tenants, occupants, licensees or invitees so as to reduce risk of either exposure to a health threat or a heightened risk of transfer of unhealthy condition to other tenants, invitees, licensees or visitors in the Building.

32. **Disclosure by Licensee** - The Licensee shall take reasonable steps to inform the Licensor of any outbreak of an infectious disease amongst its employees where such outbreak may impact the health and/or safety of other tenants in the Building or lead to a Health Emergency.

33. **Health Emergency Drills** - The Licensee shall participate in any Health Emergency drill that the Licensor shall choose to implement, acting reasonably, in preparation for a Health Emergency.

34. **Additional Rules and Regulations** - The Licensor shall have the right to make such other and further reasonable rules and regulations as in its sole judgment may from time to time be necessary or of benefit for the safety, care, cleanliness and appearance of the Building and for the preservation of good order therein.

**Schedule C**  
**Building Security Regulations**

The Licensee shall ensure that the doors of the Equipment Room are closed and locked before the Licensee or the Licensee's employees leave the Equipment Room, so as to prevent waste or damage, and for any default or carelessness 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 Equipment Room 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 licensee, nor shall any changes be made to 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.