

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

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT dated the 21<sup>st</sup> day of June, 2017 between Carlton Tower Limited by its authorized agent Northam Realty Advisors Limited as the Licensor and TELUS Communications Company as the Licensee.

Building: 245 Yorkland Blvd, in the City of Toronto, and the Province of Ontario.

Floor Area of Deemed Area: 30 square feet.

Commencement Date: the 1<sup>st</sup> day of July, 2017

Term: 5 years commencing on the Commencement Date and ending on the 30<sup>th</sup> day of June, 2022.

License Fee: \$900.00 annually in advance due on the Commencement Date and each anniversary thereafter.

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

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

Notices: **Licensor**  
Carlton Tower Limited  
by its authorized agent Northam Realty Advisors Limited  
2 Carlton Street, Suite 909  
Toronto, ON M5B 1J3  
Attn: Legal

**Licensee**  
TELUS Communications Company  
25 York Street, 22<sup>nd</sup> Floor  
Toronto, ON M5J 2V5  
Attn: Richard D. Johnson  
Manager, Building Access  
Phone: (416) 496-6893  
Email: Richard\_johnson@telus.com

**TELECOMMUNICATIONS LICENSE AGREEMENT**

THIS AGREEMENT is made as of the 21<sup>st</sup> day of June, 2017

**BETWEEN:**

**Carlton Tower Limited**  
by its authorized agent **Northam Realty Advisors Limited**

(the "Licensor")

-and-

**TELUS Communications Company**  
A corporation incorporated under the laws of Ontario  
(the "Licensee")

**Whereas:**

- (a) The Licensor is the owner of the Building municipally known as 245 Yorkland Blvd, Toronto, Ontario, as described in Schedule "A" attached hereto.
- (b) The Licensor has agreed to grant to the Licensee a license to install, equip, modify, upgrade, operate, maintain, repair and replace certain telecommunications equipment or hardware 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 manual 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 the capitalized terms and phrases as shown below shall describe the following;

"**Agreement**" means this Agreement and the attached Schedules and any amendments to this Agreement and the attached Schedules made in accordance with the provisions of this Agreement.

"**Building**" means the MDU building or buildings owned by the Licensor and located on the Lands.

"**Building Risers**" means the electrical, mechanical, telecommunication horizontal passages, closets, vaults, equipment rooms or other pathways in the Building.

"**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in the Province in which the building is located.

"**Cable**" means fibre optic, coaxial and copper cables and wires, or any other substantially similar material used for communication purposes.

"**Commencement Date**": the date stated as the Commencement Date on the Information Page.

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

**"Connecting Equipment"** means cables, fibres, conduits, raceways, inner ducts and connecting hardware of the Licensee that is connected to the Telecommunications Equipment, as more particularly described in the attached Schedule C.

**"Consumer Price Index"**: (All Items for Regional Cities, base year 2002=100) for the city in which the Building is located, or if there is no Consumer Price Index for that city, for the city in Canada nearest to the Building for which there is a Consumer Price Index published by Statistics Canada (or by a successor or other governmental agency, including a provincial agency). If the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by the Licensor, acting reasonably, will be used. If a substitution is required, the Licensor will make the necessary conversions. If the base year is changed by Statistics Canada or the applicable governmental agency, the necessary conversions will be made.

**"Electrical Consumption Fee"** means per annum fee that is included in the license fee charges. The Licensor reserves the right to separately adjust the electricity consumption fee at the commencement of each year during the course of the initial term and each subsequent renewal term, separately from the license fee.

**"Entrance Point" or "Point of Entrance"** means any location in the Building whereby cable or fibre enters the Building via a duct, sleeve, conduit or raceway.

**"Equipment Room"** means the premises 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 sole exclusive use of 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.

**"IBW" or "In-Building Wire"** means Cable and associated facilities under the responsibility and control of the Licensee, the Building Owner or any third party, which run from the MTR to the riser closet, and in some geographic regions from the riser closet to, but not within, a tenant or occupant's suite.

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

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

**"Licensee's Equipment"** means, collectively, the Telecommunications Equipment and the Connecting Equipment owned by the Licensee and/or controlled by the Licensee.

**"Maintenance and Operating Fee"** means the fee set forth in Schedule F which fee shall compensate the Licensor for ongoing costs incurred by the Licensor in respect of the operation and maintenance of those parts of the Building (outside of the Equipment Room), in which the Licensee's Equipment is located.

**"MDU" or "Multi-Dwelling Unit"** means a building with at least two units and at least one unit occupied by a tenant.

**"Notice"** means any notice, request, consent or other communication provided, required or permitted under this Agreement as contemplated in Section 12.1 of this Agreement.

“Renewal Term” means the period after the Term for which this Agreement may be renewed and extended as described in Section 3.2 of this Agreement.

“RMC” or “Riser Management Company” means an entity or company involved in the provision of Riser Management Services.

“RMS” or “Riser Management Services” means services provided by the owner, or on behalf of the Owner, for the maintenance or wiring management of Cable or the management of any other aspect of the Licensee Services.

“Telecommunications Equipment” means the equipment of the Licensee and its affiliates, located in the Equipment Room including cabinets, racks, electronic equipment and other similar equipment.

**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.

This Agreement shall be interpreted and governed by the laws of the Province of \*\* 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-	Plan for Connecting Equipment
Schedule C-	Equipment Room Plan
Schedule D-	Building Rules & Regulations
Schedule E-	Building Security Regulations
Schedule F-	License Fee

## ARTICLE 2 – LICENSE

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

- (a) install, equip, modify, upgrade, operate, maintain, repair and replace the Telecommunications Equipment in the Equipment Room, mechanical area, basement, vault, riser rooms and service area at the Licensee’s sole expense and risk;
- (b) install, equip, modify, upgrade, 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 Point and through the Building Risers as necessary to reach from the Entrance Point 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 Point and existing Building wiring, only to the extent that the Licensor has the possession of, and authority to allow the use of, the Entrance Point 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.

- 2.2 **Equipment Room** The Licensor shall provide a portion or area or the entire area within the Equipment Room (the "Premises") to the Licensee, for the sole and exclusive use of the Licensee, which shall be used by the Licensee for the provision of communications services to the Licensee's customers in the Building.
- 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 the 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 **intentionally deleted**
- 2.6 The Licensor represents and warrants that:
- (i) it has sufficient right, title and interest in the building and lands to grant this license; and
  - (ii) this license constitutes a legal and binding obligation of the Licensor enforceable against the Licensor in accordance with its terms, except as may be limited by the laws of bankruptcy, the laws affecting the rights of creditors and the equitable jurisdiction of any Court or CRTC as applicable.

#### ARTICLE 3 – TERM

- 3.1 **Term** The term of this License is for five (5) years commencing on the 1<sup>st</sup> day of July, 2017 and expiring on 30<sup>th</sup> day of June, 2022.
- 3.2 (a) **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 two (2) consecutive periods of five (5) years each (each of which is a "Renewal Term"), upon the Licensee providing at least six (6) months written notice to the Licensor.

Each Renewal Term will be governed by the same terms and conditions set out herein except for: (i) any further right to renew, and (ii) the License Fee, which will increase at the start of each Renewal Term by a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date or the start of the previous Renewal Term (if any) as the case may be, to the start of the applicable Renewal Term.

- 3.3 **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 3.2 above, 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, except that the License Fee as provided in Schedule F shall be increased by 150%.

#### ARTICLE 4 – LICENSE FEE

- 4.1 The Licensee agrees to pay the Licensor the License Fee as provided in Schedule F.

## ARTICLE 5 – USE

- 5.1 **Use of Equipment Room** The Licensee shall use the Equipment Room only for the purpose of the installation, operation, maintenance, testing, modification, upgrading, repair and replacement of their Licensee's Equipment as required by the Licensee for the purpose of providing communications services to the Licensee's customers in the Building.
- 5.2 **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 – ACCESS AND UTILITIES

- 6.1 **Access** The Licensee, its employees, agents and contractors, shall have access to the Premises within the Equipment Room seven (7) days a week, twenty-four (24) hours per day for the purpose of installing, operating, maintaining, testing modifying, upgrading, repairing and removing the Licensee's Equipment. The Licensee, its employees, agents and contractors further shall have such access to the driveways, walkways, entrances, exits and hallways associated with the Building as may be required in order to access the Equipment Room. The Licensor acknowledges that the nature of the Licensee's communications services requires such access for servicing purposes and in emergency situations. 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 D and Building Security Regulations, as attached in Schedule E.
- 6.2 **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 to 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 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, unless the parties agree that the Licensor will provide emergency or backup power to the Licensee on such terms and conditions as mutually agreed between the parties.
- 6.3 **Telephone Service** The Licensee, at its sole cost and expense, shall have the right to install a telephone on the Equipment Room if required by the Licensee.
- 6.4 **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 operation of 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 with Laws** The Licensee, in installing, maintaining, testing, modifying, upgrading, 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 – INSTALLATION, MAINTENANCE AND REPAIRS

- 7.1 **Approval of Plans** Prior to the commencement of each 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.

- 7.2 **Other Costs** In addition to License Fee, the Licensee agrees to pay the Licensor within sixty (60) days of receipt of an invoice from the Licensor, the cost, or the review of Plans and Working Drawings referred to in Subsection 7.1. Such fees shall be charged at the rate set forth in Schedule F.
- 7.3 **Reimbursement** The Licensee shall pay the Licensor an annual Maintenance and Operating Fee set forth in Schedule F. Such Maintenance and Operating Fee shall compensate the Licensor for ongoing costs incurred by the Licensor in respect of the operation and maintenance of the Building's Communications Space (outside of the Equipment Room), where the Licensee's Connecting Equipment is located.
- 7.4 **Escort Services** The Licensee agrees to pay the Licensor for security escorted access to the Building, Building Risers, or the Equipment Room, within sixty (60) days of receipt of an invoice from the Licensor. Such fees shall be in accordance with Schedule F and shall not be charged if recovered by the Licensor from the tenants or occupants of the Building.
- 7.5 **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's 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.
- 7.6 **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.
- 7.7 **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.
- 7.8 **Liens** Each party (Licensor and Licensee) shall be responsible for the satisfaction or payment of any liens for any provider of works, labour or materials, or services claiming by, through or under such party regarding each party's interest pursuant to this License. Any such liens shall be discharged by the Licensor or Licensee, within thirty (30) Business Days at the request of the Licensor, by payment of sufficient money into Court to obtain removal of such lien.
- 7.9 The Licensee shall submit to the Licensor the Health and Safety Plan currently employed by the Licensee. The Health and Safety Plan must detail the personnel responsibilities for the areas that the personnel will be occupying, visiting or working in, including but not limited to Main Hydro Vault, confined spaces and the roof top. This plan must be submitted on company letterhead and approved by Licensee stakeholders.

#### ARTICLE 8 - RELOCATION AND RESTORATION OBLIGATIONS

- (a) The Licensor may at any time, require the Licensee, to relocate within the Building any and all of the Licensee's Equipment, and the Deemed Area. 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 and the Deemed Area. If the Relocation Notice requires the relocation to occur within the first two (2) years after the Installation 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 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 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.

- (b) At the expiration or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, without liens, remove the Entrance Cable, 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. This obligation to remove the Entrance Cable and all other items of the Licensee's Equipment shall be subject to (i) any CRTC-mandated obligations upon the Licensee to provide services to other TSPs that provide services to existing subscribers, or to the occupants of the Building, and (ii) the rights of any third party users of the Licensee's Equipment where that use has been approved by the Licensor. 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 as soon as possible but not more than forty-eight (48) hours after the damage is caused. 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.
- (c) If due to CRTC mandated obligations upon the Licensee to provide services to other TSPs, existing subscribers, or to the occupants of the Building or where the use of the Licensee's Equipment by third-party users of the Licensee's Equipment has been approved by the Licensor, the Licensee is not required by Section 19(a) to remove the Entrance Cable or other items of the Licensee's Equipment ("Exempted Items") then despite the expiration or termination of the Term of this License, all of the obligations of the Licensee under this Agreement will continue in full force and effect except that the obligation to pay the License Fee will be suspended so long as the Licensee does not provide Services. 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 19(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 a successor of the Licensor, the Licensee will be exempted from the obligation to remove the Exempted Items.



## ARTICLE 9 – LICENSOR'S ALTERATIONS

- (a) Despite anything else in this Agreement, the Licensor may, at any time:
  - (i) make any changes in, additions to or relocations of any part of the Building;
  - (ii) grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building;
  - (iii) close all or any part of the Building to such extent as the Licensor considers necessary to prevent the accrual of any rights in them to any persons; and,
  - (iv) make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by the Licensee) which serve any part of the Building.
- (b) No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

## ARTICLE 10 – INSURANCE AND INDEMNIFICATION

- 10.1 **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 (\$10,000,000.00) 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.
- 10.2 **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'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 wilful misconduct of the Licensor or those for whom the Licensor is in law responsible.
- 10.3 **Indirect Damages** Neither the Licensor nor the Licensee will be liable to the other (regardless of any other provision of this Agreement), in respect of any indirect, special, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

## ARTICLE 11 – TERMINATION

- 11.1 **Termination by Licensee** The Licensee shall have the right to terminate this Agreement upon sixty (60) days' written notice to the Licensor without liability 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's Equipment;
  - (b) any structures, facilities or other works of any nature or any kind whatsoever, including, without limitation, third party telecommunications equipment, or facilities, screen, shield

or interfere in any manner with the signals transmitted or received by the Licensee's Equipment;

- (c) the Licensee's Equipment is damaged or destroyed and the Licensee determines that it will not effect repairs to, or replace, the Licensee's Equipment;
- (d) The Licensee no longer requires the Equipment Room for the purpose of providing its communications service to customers in the Building. If the Building Risers are still required the Licensee and the Licensor, acting reasonably, may enter into a new agreement based on prevailing market conditions.
- (e) 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; or
- (f) 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.
- (g) The Licensee no longer provides its standard telecommunication services in the building;
- (h) The Building is no longer an MDU.
- (i) The Licensee does not install any Licensee's Equipment in the Building.

**11.2 Termination by the Licensor** The Licensor shall have the right to terminate this Agreement upon thirty (30) days' 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.
- (d) notwithstanding that the Licensee has complied with all the terms, covenants and conditions of this Agreement and notwithstanding any other provision herein contained, the Licensor shall have the right to terminate this Agreement, in whole or in part, in the

event that the building will be demolished or substantially renovated at any time without incurring any liability therefore upon giving to the Licensee thirty (30) days prior written notice of such termination. Upon expiration of the thirty (30) day notice period the Licensee shall have entirely removed all Connecting Equipment from the building and have made good the premises and building risers where applicable. In the event that a building tenant that requires telecom services will remain in the building beyond the notice period as approved by the Licensor, this agreement will remain in force on a month-to-month basis and will become coterminous with the tenant's termination date.

- 11.3 **Surrender** Upon the expiration or earlier termination of this Agreement, the Licensee, at the Licensor's request 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 removal, except damage caused by ordinary wear and tear.

#### **ARTICLE 12 – DAMAGE OR DESTRUCTION OF BUILDING**

- 12.1 **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's 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 one hundred and eighty (180) days during which Licensor is deciding whether or not to attempt to repair such damage, nor during the thirty (30) day notice period, and the portion of the License Fee paid by the Licensee in advance (if any) shall be refunded by the Licensor to the Licensee on a pro-rated basis to the date of damage to the Building.

#### **ARTICLE 13 – FORCE MAJEURE**

- 13.1 **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 by, or materially contributed to, 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, but lack of funds on the part of such party shall not be deemed to be Force Majeure.

#### **ARTICLE 14 – NOTICES**

- 14.1 **Notices** Any Notice or demand by or from the Licensor to the Licensee, or by or from the Licensee to the Licensor, shall be in writing and shall be deemed given upon (a) personal delivery to the addressee, (b) five (5) days after sending by registered mail, postage prepaid, return receipt requested, or (c) successfully sent by facsimile during normal business hours. Until notified otherwise, the addresses and facsimile numbers for delivery of notice are subject to change from time to time which shall be evidenced as an amendment to this License to evidence in writing and executed by both parties as specified below:

(a) If to the Licensor

Carlton Tower Limited  
by its authorized agent Northam Realty Advisors Ltd.  
2 Carlton Street, Suite 909  
Toronto, Ontario  
M5B 1J3

(b) If to the Licensee

TELUS Communications Company  
25 York Street, 22<sup>nd</sup> Floor  
Toronto, ON M5J 2V5  
Attn: Richard D. Johnson  
Manager, Building Access  
Phone: (416) 496-6893  
Email: Richard\_johnson@telus.com

#### ARTICLE 15 – MISCELLANEOUS

- 15.1 Entire Agreement** This Agreement cancels, replaces and supersedes 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.
- 15.2 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.
- 15.3 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*, upon written notice to the Licensor. This Agreement shall be binding upon, and shall endure to, the benefit of the parties and their respective successors and permitted assigns.
- 15.4 Disclosure** Both parties acknowledge that the terms and conditions of this License, including Fees, shall be made available on the website of the Licensee. The Licensee shall remove all end user information, wiring maps and building plans from the License that is posted to the website.
- 15.5 CRTC** The parties hereto acknowledge and agree that the Licensee and the provision of Licensee services are subject to compliance with the orders, decisions including the decision, guidelines, rules, regulations and directions (collectively “the Orders”) of the CRTC. In the event the CRTC issues any Orders in respect of the subject matter of this License, and such order affects the rights and/or obligations of either party, such party shall be entitled to require that this License or portions thereof, as required, be amended in a reasonable manner so as to give effect to such Orders and in the event the parties cannot agree upon the appropriate amendment required to make this License consistent with any CRTC Order, then such amendment required shall be determined by the CRTC. Notwithstanding anything contained in this License, in no event shall this License be

interpreted as limiting the rights of the Licensee or the Licensor to avail itself of the provisions of the *TELECOMMUNICATIONS ACT*.

**15.6 Currency** All amounts contained in this License are in Canadian dollars.

**15.7 Riser Management** The Licensor acknowledges and agrees with the Licensee that;

- (a) the Licensee shall not be required to use the RMS of the Owner, or any other third party or any RMC for any IBW regardless of who has responsibility or control of IBW, unless agreed to in writing by the Licensee in its sole discretion. In the event the Licensee does not use the RMS then the Licensor and those for whom it is responsible for in law shall not interfere with the Licensee's access to and use of Cable;
- (b) should the Licensee elect in writing to use the RMS of the Licensor the Licensee agrees to pay the Licensor a fee for such usage, which shall be cost based, such costs to be reasonably incurred.
- (c) in the event RMS are provided by the Licensee any other LEC has the sole option of using these services; and
- (d) any clean-up and inventorying of IBW that is under the responsibility and control of the Licensee shall be mutually agreed to by the parties in writing.

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

Licenser

Carlton Tower Limited  
by its authorized agent Northam Realty Advisors Ltd.

Per:

Name:

Title:

Date:



CRAG WALTERS

A.S.O

July 5/17

I/We have the authority to bind the Corporation

Licensee

TELUS Communications Company

Per:

Name:

Title:

Date:



Richard Johnson

Manager, Building Access

June 30/17

I/We have the authority to bind the Corporation

SCHEDULE A

LEGAL DESCRIPTION OF LANDS

Part of Block D, Plan 7612, being Part 1 on Plan 64R-4480 and Part 2 on Plan 64R-7908, City of North York, Municipality of Metropolitan Toronto.

Plan 11380, a Plan under the Boundaries Act registered on the 14th day of November, 1980, as No. 788457 North York, confirms part of the boundaries of this Land.

SCHEDULE C

EQUIPMENT ROOM PLAN

'INTENTIONALLY BLANK"



## SCHEDULE D

### 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 Premises, 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 Premises, or could injure or annoy other tenants in the Building or their employees, servants, agents or invitees, or the public.
  
2. **Ordinary Business Hours**  
The Ordinary Business Hours of the Office Building shall be 8:00 A.M. to 6:00 P.M. on weekdays (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 Alberta and any and all other days designated by the Licensor.  
After Ordinary Business Hours and on Sundays and Building Holidays the Office Building will be secured, and no Building Systems will be provided unless as a Special Tenant Expense.
  
3. **Access**  
On Sundays, Holidays and outside Ordinary Business Hours on other days, access to the Premises without proper and acceptable identification may be refused. The Licensee shall provide the Licensor with a current security access list for all persons with authorized access to the Premises after Ordinary Business Hours. 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. The Licensee shall be responsible for all persons to whom it has issued keys and/or security access cards and shall be liable to the Licensor for all acts of such persons. A written request for additional cards is required from the Licensee to the Licensor. A non-refundable fee shall be paid by the Licensee for each security access card. Any lost or stolen cards shall be promptly reported in writing by the Licensee to the Licensor.
  
4. **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 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.  
No Licensee, employee or invitee of any Licensee shall go up on the roof of the Building except such roof or part thereof as may be designated in writing by the Licensor as a roof-deck or roof-garden area.  
No cooking shall be done or permitted in the Equipment Room except by the use of CSA approved equipment for brewing coffee, tea, hot chocolate and similar beverages. The use of CSA approved microwave ovens for heating (but not for cooking foods) shall be permitted, provided that such use is in accordance with all applicable federal, provincial and city laws, codes, ordinances, rules and regulations and provided that such use shall not result in any odours emanating from the Equipment Room.  
No Licensee shall use its Premises 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 equipment or otherwise) without the prior written agreement of the Licensor and on conditions imposed by the Licensor.

5. **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 obstruct or interfere 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.

The Licensee shall submit to the Licensor the Health and Safety Plan currently employed by the Licensee. The Health and Safety Plan must detail the personnel responsibilities for the areas that the personnel will be occupying, visiting or working in, including but not limited to Main Hydro Vault, confined spaces and the roof top. This plan must be submitted on company letterhead and approved by Licensee stakeholders.

6. **Security**

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 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 its tenancy, return to the Licensor all keys and/or access cards either furnished to, or otherwise procured by, such 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.

7. **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 License 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 75 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 the Licensee's expense and charged to the Licensee.

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.

8. 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. 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.

9. 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 Premises or anywhere else within the Building.

10. Maintenance Requests

Maintenance requests will be attended to only if made to the Licensor at the management office in the Building. 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.

11. 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 without the Licensor's approval. No installation of communication or electrical equipment and no boring or cutting or stringing of wires, conduits and plumbing pipes shall be permitted except with the prior written consent of the Licensor, and in accordance with any directions given by the Licensor or its consultants.

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.

12. **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 use the interior glass surface of any show window or door, without the Licensor's prior written consent.

13. **Canvassing**

Canvassing, soliciting, distribution of handbills and peddling in the Building is prohibited and each Licensee shall operate to prevent the same.

14. **Animals**

No animals or pets are allowed in the Building at any time, except for dogs assisting the disabled.

15. **Vending Machines**

No vending or amusement apparatus shall be brought on to the Equipment Room without the prior written consent of the Licensor.

16. **Bicycles and Vehicles**

Bicycles and vehicles are to be parked or left or secured only in areas designated by the Licensor.

17. **Telecommunications Installation Process**

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 Licensee's equipment shall be subject to the prior written approval of the Licensor, such approval not to unreasonably withheld. 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 and the contractors who will undertake the work. 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 Licensee shall, if requested to do so by the Licensor, promptly prepare and deliver to the Licensor, as a condition of the installation, operation or maintenance of any equipment which the Licensee may be permitted to install, a drawing of the proposed installation in the standard form then used by the Licensor for the Building.

18. **Approved installation methods and materials**

**Conduits or Raceways** shall be installed in accordance with the Electrical Safety Code and labelled every ten (10) feet indicating the company and destination.

**Cables installed in free air** shall be plenum rated cable and protected from abrasion. Multiple cables shall be bundled and tie-wrapped.

**Above T Bar installations**, all cables installed above a T Bar ceiling shall be placed in such a manner that they are above the ceiling and not supported by the ceiling tiles. For clarity, no cable shall rest on top of the ceiling tiles; they shall be tie-wrapped every ten feet and run parallel to the walls and shafts. (Using J hooks not the T-bar anchors)

**Horizontal and vertical penetrations.** Cables installed through walls, ducts, transfer grills shall be within an approved sleeve and the penetration sealed with **3M Fire Barrier Sealant Product Number 25WB+**

**Terminations** shall be neat and all excess shall be either cut or wound in such a manner that they do not detract from the installation or encumber other equipment. Please contact your local buildings personnel for local rules covering specific installations.

## SCHEDULE E

### BUILDING SECURITY REGULATIONS

Please note the following regulations relating to security, access and hours of operation

#### **ACCESS**

- All contractors shall carry a valid photograph ID.
- All contractors, vendors and tradesmen shall report to the building operations prior to commencing any installation or repairs to equipment. (All contracts must sign a roof waiver prior to accessing the roof which can be obtained at the security desk)
- If applicable, building keys will be signed out to the lead person in the crew.
- Contractors shall be issued a Building pass that shall be worn at all time while in the Building.
- Should access be required in tenant suites, approval shall be obtained by the Licensor from the tenant prior to the work and the contractor (s) will be escorted by security while in the tenant suite/area.
- Upon leaving at the end of the day, building passes and keys shall be returned to the security desk

#### **HOURS OF OPERATION**

Hours of operation are as follows:

MONDAY TO FRIDAY: 8:00 AM – 6:00 PM  
SATURDAY, SUNDAY AND HOLIDAYS; N/A

Should the work be done after hours (disruption of public and common area access, drilling, coring etc.,) charges will be levied to the contractor for security escort.

SCHEDULE F

**LICENSE FEE**

In consideration of this license and the right to install and use the Equipment within the Equipment Room, the Licensee shall pay to the Licensor an annual License Fee in the amount of **Nine Hundred dollars (\$900.00)** excluding GST. The License Fee for the initial term as set forth in Schedule F shall be payable in advance, on an annual basis, meaning the twelve (12) month period commencing on the **1<sup>st</sup> day of July** each year, beginning on the Commencement Date. The first of which payments shall be due on the Commencement Date, and if the Commencement Date is not the first day of a Calendar Year, such payment shall be subject to a per diem pro-rata adjustment. Subsequent payments shall be due and payable on the first day of each Calendar Year thereafter.

**ELECTRICITY CONSUMPTION FEE:** An electricity consumption fee of \$0 per annum is included in the license fee charges summarized above. The Licensor reserves the right to separately adjust the electricity consumption fee at the commencement of each year during the course of the initial term and each subsequent renewal term, separately from the license fee.

**ESCORT FEE**

The Licensee agrees to pay Licensor for security escorted access to the non-exclusive areas consisting of the Building or Building Risers, outside of Ordinary Business Hours as defined in Schedule D hereto. The rate shall be \$62.50 per hour plus a 15% administration fee (excluding GST). Outside of Ordinary Business Hours, there shall be a minimum charge of four (4.0) hours per occurrence. For greater clarity, in the example of the Licensee's access to the exclusive use area in the Equipment Room, there shall be no security escort required, and thereby no fee payable to access the exclusive use area. The Licensor shall invoice the Licensee within thirty (30) days of the related security charges with payment due from the Licensor within thirty (30) days of receipt of Licensor's invoice.

The Licensee shall pay GST as applicable on the License Fee, Maintenance and Operations Fee, Drawing Review Fee and Escort Fee which HST/GST shall be paid at the time the Fees are payable. The Licensor's GST registration number is XXXXXXXXXXXXXXXXXXXXX.

**RECOVERABLE COSTS**

As agreed to by both the Licensor and the Licensee in advance, the Recoverable Costs are the costs of:

- (a) architectural, mechanical and electrical consulting fees to provide or review architectural, electrical and heating, ventilating and air-conditioning design for construction of additional main terminal room or point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of the Licensee's Equipment;
- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Licensee's requirements;
- (c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for the Licensee's Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;
- (d) the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of the Licensee;

- (e) construction for additional space or reconstruction or modification of existing space to accommodate the Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of the Licensee including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;
- (f) any other reasonable costs of facilitating the initial set up of the Licensee's operations within the Building; and
- (g) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 7.