

TELECOMMUNICATION AND BUILDING ACCESS LICENSE

This License is made as of the 9th day of May, 2014 (the "**Effective Date**"). In consideration of the mutual rights and obligations herein expressed, the sum of \$2.00 paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) TELUS Communications Company (herein noted as "TELUS") and Board of Governors, Lakehead University (the "**Owner**") agree as follows:

1. Owner here by grants to TELUS and any Affiliates ("**Affiliates**" as defined in the Canada Business Corporations Act, as amended) including without limitation, those for whom TELUS is responsible in law (hereinafter, collectively referred to as "**TELUS**") a non-exclusive right and license to:
 - a. enter on and gain access in, over or under the lands, buildings and underground crawl spaces located at the Owner's campus at 955 Oliver Road, Thunder Bay, Ontario, as more particularly described in Schedule "A" (the "**Building**") and the common elements and other common areas of the Building, including without limitation, access to and use of segregated spaces in, on, over or under the Building (the "**Equipment Space(s)**") for the purposes of making available and providing telecommunications and other communication services subject to CRTC rulings from time to time, all as specified in the Netricom Site Plan and Specifications dated April 26, 2013 attached hereto as Schedule "A", (collectively the "**TELUS Services**") to buildings or adjacent buildings occupied by the MNR and OSAP (collectively the "**Occupant(s)**"); and
 - b. use, construct, install, test, operate, maintain, repair, service, upgrade, modify or remove the Equipment in, on, over or under the Building or to change, alter or replace the Equipment with new and/or different Equipment necessary to the provision of the TELUS Services; provided that in completing such work TELUS shall not enhance or increase its use of the Building or Equipment Space(s) from that set out in the TELUS Services. "**Equipment**" (as described in Schedule "A"), includes but is not limited to any hardware, wiring, cabling, infrastructure or otherwise, which is necessary and incidental to enable and deliver the TELUS Services to the Occupants.
2. Nothing herein shall be constructed or interpreted as granting TELUS any exclusive access rights or access privileges in or to the Building to the exclusion of any other third parties.
3. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to TELUS during normal service hours, three hundred and sixty-five (365) days per year subject to TELUS providing reasonable notice to the Owner or its agent of its intention to enter the Building for the purposes of this License.
4. The parties shall meet the installation requirements for the equipment to be installed by TELUS (the "**TELUS Equipment**") as such requirements are more specifically set forth in schedule "A" hereto. TELUS shall, at its own cost: (i) ensure that the TELUS Equipment is installed in accordance with all laws, including without limitation, relevant fire and building code requirements in force at the time of installation, and (ii) be responsible for the provision, installation, maintenance and repair of the TELUS Equipment during the Term. TELUS covenants to repair, as its sole expense, any direct damages to the Building or the Equipment Space(s) where such damages are caused by or arising out of any negligent act, wilful misconduct or omission relating to TELUS's use and occupation of the Equipment Space or the Building. TELUS

Equipment will remain the property of TELUS at all times, and will not become a fixture despite any legal principle to the contrary. Owner agrees that it has no legal or equitable ownership interest in the TELUS Equipment nor any of TELUS owned items reasonably contemplated herein and shall not make any claim to the contrary.

5. Nothing in this License limits the Owner's right to repair any common elements of the Building; provided that where any such repair may affect the TELUS Equipment, the Owner shall:
 - a. provide TELUS with reasonable advance written notice to request TELUS to adjust and/or move the Equipment at the cost of TELUS before the repairs are made; and
 - b. complete the repairs as soon as reasonably possible thereafter.
6. TELUS will be liable for and will indemnify and save harmless the Owner, its directors, officers, employees, and contractors, and those for whom it is reasonable in law (collectively, the "Owner Indemnitees") from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses (collectively, the "Losses") arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any negligent act, wilful misconduct or omission relating to TELUS's use and occupation of the Equipment Space(s) or the Building; provided that TELUS will not be required to indemnify the Owner Indemnitees to the extent any such Losses are caused by any negligent act, wilful misconduct or omission of any of the Owner Indemnitees. The Equipment shall remain at the risk of TELUS and the Owner shall not be liable to TELUS for any loss or damage to the Equipment however caused. This section shall survive the expiration or termination of this License.
7. TELUS shall maintain during the Term public liability and property damage insurance of not less than \$5,000,000 in respect of its use of the Equipment Space(s) and/or the Building and the Landlord shall be added as an additional Insured and provided with evidence of coverage.
8. The term of this License is effective as of the Effective Date and shall continue to run for a period of ten (10) years from the Effective Date (the "Term").
9. In consideration of the Owner granting this License to TELUS, TELUS shall pay to the Owner in advance, on the Effective Date, and on each anniversary of the Effective Date thereafter during the Term the sum of \$2,500.00 as an annual rent fee for the granting of this License.
10. This License may be terminated:
 - a. by either party, in the event of a material breach hereof, where such breach is not cured within ninety (90) days of receipt of written notice by the other party of such breach; or
 - b. by either party immediately, in the event the other party becomes bankrupt or insolvent, becomes unable to pay its liabilities when they become due, has insolvency proceedings commenced by or against it, makes an assignment for the benefit of its creditors, takes the benefit of any statute relating to bankrupt or insolvent debtors; or where an order is made or a resolution is passed for the winding up of the other party; or a receiver, receiver and manager, interim receiver, trustee in bankruptcy or liquidator is appointed to take possession of the assets of other party; bankruptcy, reorganization, assignment, petition or appointment of a trustee or such other act of insolvency of the other party.

- c. By TELUS upon one hundred and eighty (180) days' written notice to the Owner if the action of a governmental agency requires modification of TELUS Services or the terms in which they are provided which is inconsistent with the terms of this License or impairs TELUS's ability to provide TELUS Services in an economical and technically practical fashion, or if TELUS no longer provides Services to the Occupants.

Upon expiry or termination of this License, TELUS shall be allowed thirty (30) days to remove the Equipment.

11. Any notice required or permitted to be given hereunder or any tender of delivery of documents may be sufficiently given by regular mail, personal delivery or by facsimile transmission to each party at the addresses listed below:

- a. To Owner:

Lakehead University
955 Oliver Road
Thunder Bay, ON P7B 5E1

E-Mail: hbriggs@lakeheadu.ca
Attention: Director of Physical Plant

- b. To TELUS Communications Company

25 York Street
Floor 22
Toronto, Ontario
M5J 2V5

E-Mail: Richard_johnson@telus.com
Attention: Richard Johnson, Manager, Building Access

Notices shall be deemed to have been received by the Owner or TELUS, as the case may be, on:

- a) the fifth (5) business day after the date on which it shall have been so mailed;
- b) at the time of delivery in the case of hand delivery; or
- c) the date and time of transmission in the case of facsimile, provided that such transmission was made during normal business hours, with receipts or other verifications of such transmission.

12. Where a provision of this License conflicts with a Schedule attached hereto, the provision of this License shall prevail. This License and Schedules will be governed by the laws of the Province of Ontario and the applicable laws of Canada therein, excluding any conflict of laws, rule or principle which might refer to the laws of another jurisdiction. This License shall also be subject to all applicable federal, provincial and local laws, and regulations, ruling and orders of governmental agencies, including, but not limited to, the *Telecommunications Act*, as amended or the rules and regulations of the Canadian Radio-Television and Telecommunications Commission (the "CRTC").

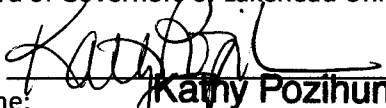
13. This License and related Schedules constitutes the entire agreement of the parties and supersedes all prior agreements and understandings on the subject matter hereof. Except as provided in Section 8, neither party makes any representation or warranty express or implied

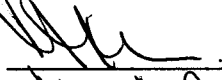
statutory or otherwise to the other. If any provision of this License is found to be invalid, illegal or unenforceable, the other provisions of this License shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.

In witness thereof the parties through their duly authorized representatives have executed this License as of the Effective Date.

OWNER:


Board of Governors of Lakehead University

Per: 
Name: **Kathy Pozihun**
Title: **VICE-PRESIDENT**
We have authority to bind the Corporation **(Administration & Finance)**

Per: 
Name: **Moray McPherson**
Title: **Acting Provost & Vice-President (Academic)**
We have authority to bind the Corporation

LICENSEE:

TELUS Communications Company

Per: 
Name: **ROBERT BLATTY**
Title: **ANP BUILDING ACCESS**
I have authority to bind the Corporation