

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT made this 1st day of August, 2019.

BETWEEN

SHERIFF CORPORATION

(the "Licensor")

AND

TELUS COMMUNICATIONS INC.

(the "Licensee")

IN CONSIDERATION of the fees paid by the Licensee to the Licensor and the covenants and terms contained in this Agreement, the Licensor grants a license to the Licensee as follows:

1A. Defined Terms: Schedule "A" sets out certain defined terms that are used in this Agreement.

1. Building Address: 175 Galaxy Blvd, Toronto, Ontario (the "**Lands**"). The building located on the Lands is called the "**Building**".

2. Term: 5 years (the "**Term**").

3. Commencement Date: August 1, 2019 (the "**Commencement Date**").

4. Fee: The Licensee agrees to pay the Licensor \$625.00 per annum plus HST (the "**Fee**"), payable annually in advance beginning on the Licensee's execution of this Agreement and thereafter on each anniversary of the Commencement Date. The Licensor's GST/HST number is 88568 4795 RT0001.

5. Option To Extend Term: The Term shall automatically extend for 1 additional period of 5 years (the "**Extended Term**"), unless the Licensee gives the Licensor written notice that the extension will not occur by no later than May 31, 2024, on the same terms and conditions as this Agreement, save and except for the Fee, which will be at the then prevailing market rate considering the alternate use of the space being used by the Licensee, the location of the Building and the location and amount of space occupied, but in no event less than \$625.00 per annum, plus HST. If the parties have not agreed upon the Fee for the Extended Term by the commencement of the Extended Term, then:

- (a) either party may elect to have the Fee for the Extended Term determined by a single arbitrator in accordance with the Arbitration Act, 1991 (Ontario). If the parties cannot agree upon the arbitrator within such 10 day period, then either party may apply to a justice of the Ontario Superior Court of Justice for the appointment of the arbitrator, which appointment will be final and binding on the parties. Each party will bear their own legal costs of any such court application. The decision of the arbitrator will be final and binding upon the parties and will not be subject to any appeal by the parties. In connection with the arbitration, each party shall pay: (i) its own expenses, including legal expenses and the expenses of its professional and other experts and witnesses; and (ii) one-half of the fees and expenses of the arbitrator and any other expenses of the arbitration;
- (b) if the Fee for the Extended Term has not been agreed upon by the parties or determined by arbitration by the commencement of the Extended Term, then the Licensee shall pay an annual Fee in the amount of \$1,025.00 per annum, plus HST, until such time as the Fee for Extended Term has not been agreed upon by the parties or determined by arbitration; whereupon the appropriate adjustments will be made between the parties within such 30 days following the date of such agreement or determination.

6. Use and Access: The Licensor grants the Licensee the non-exclusive right to provide telecommunications services to the tenants and occupants of the Building (the “**Licensee’s Services**”). In order to provide the Licensee’s Services, the Licensee may construct, install, operate, maintain, repair, service, upgrade and modify, remove and replace such communications equipment in the Building as required in order to be able to provide the Licensee’s Services (the “**Communications Equipment**”), in such locations as are approved in writing by the Licensor. The Licensee may also access all portions of the Building pathways and the Lands, necessary to, and is granted the right to, construct, install, operate, maintain, repair, service, upgrade and modify cable and related equipment required to be used in connection with the Communications Equipment (the “**Connecting Equipment**”) in such locations as are approved in writing by the Licensor for the provision of the Licensee’s Services.

7. Installation and Maintenance of Licensee’s Equipment: Prior to installing any Communications Equipment or Connecting Equipment or making any material changes, additions, improvements or alterations to same, the Licensee shall: (a) obtain all required governmental permits and approvals at its cost; and (b) provide the Licensor with evidence of its having done so. All such material changes, additions, improvements or alterations shall be consistent with industry standards and done in accordance with all applicable Laws.

Prior to installation of, or material improvement or alteration to, the Communications Equipment and/or Connecting Equipment, the Licensee shall provide the Licensor with working drawings showing the proposed location of the Communications Equipment and/or Connecting Equipment to be installed on or about the Lands and Building, as well as provide the Licensor with particulars, including method of attachment of the Communications Equipment and/or Connecting Equipment, all of which shall be subject to the prior written approval of the Licensor, such approval not to be unreasonably withheld or delayed. At the request of the Licensor, the Licensee shall reimburse the Licensor for the actual cost, reasonably incurred, for the review of such working drawings within 30 days following the Licensee’s receipt of an invoice. The Licensee covenants and agrees that all work regarding any installations, material improvement or alteration to the Communications Equipment and/or Connecting Equipment shall be in accordance with the working drawings provided to the Licensor, all applicable Laws and industry standards.

8. Licensee’s Equipment: Upon the expiry or earlier termination of this Agreement, the Licensee shall remove the Communications Equipment and such of the Connecting Equipment as may be required by the Licensor, and repair any damage to the Building caused by such installation or removal. The Licensor acknowledges that the Communications Equipment and the Connecting Equipment, notwithstanding same may be affixed to the interior of the Building, shall at all times during the Term remain the property of the Licensee, and that the Licensor does not have, nor will it have, any right, title or interest whatsoever in the Communications Equipment and Connecting Equipment during the Term.

9. Indemnity and Insurance:

(a) The Licensee shall indemnify and save harmless the Licensor from and against any and all Claims suffered or incurred by Licensor in connection with:

- (i) the use and/or occupancy of the Building by the Licensee and the Licensee’s Employees;
- (ii) damage to the Building or Injury to any Person occasioned by the Licensee’s Employees, the Communication Equipment or the Connecting Equipment, including the installation (negligent or otherwise), operation, maintenance or removal of Communication Equipment and/or the Connecting Equipment; and
- (iii) the failure of the Licensee to observe and perform any of the Licensee’s Covenants.

(b) The Licensee shall maintain in force throughout the Term:

- (i) commercial general liability insurance on an occurrence basis against claims for personal injury, bodily injury, contractual liability, employer’s liability and owners’ and contractors’ protective insurance coverage. The coverage under such insurance is to include the use, activities and operations at the Building by the Licensee. Such policies shall be written on a comprehensive basis

with limits of not less than \$5,000,000.00 for any one occurrence. The Licensor must be included on such insurance policies as an additional insured; and

- (ii) “all-risks” insurance upon the Communications Equipment and the Connecting Equipment in an amount of not less than the full replacement cost thereof without deduction for depreciation.

(c) All insurance policies required by this section shall: (i) be with insurers qualified to carry on business in Ontario; (ii) contain an endorsement requiring the insurers under such policies to notify the Licensor in writing at least 30 days prior to any cancellation thereof; and (iii) contain a clause stating that the Licensee’s insurance policy will be considered as primary insurance and will not call into contribution any other insurance that may be available to the Licensor.

(d) All public liability insurance required pursuant to this section shall contain a severability of interest clause and cross liability clause.

(e) Prior to the installation of any Communication Equipment or Connecting Equipment in the Building, and within 10 days following the Licensor’s written request from time to time (but no more frequently than once a calendar year), the Licensee shall furnish to the Licensor a certificate of insurance, signed by the Licensee’s insurers or the authorized representative of such insurers, in a form which clearly evidences that the Licensee has taken out the insurance required by this section and which is acceptable to the Licensor, acting reasonably.

(f) Regardless of any other provision of this Agreement to the contrary, the Licensee hereby releases and waives any and all Claims against the Licensor and the Licensor’s Employees with respect to occurrences to be insured against by the Licensee in accordance with its obligations under this Agreement and whether any such Claims arise as a result of the negligence or otherwise of the Licensor or the Licensor’s Employees.

10. Default and Termination:

(a) If the Licensee:

- (i) fails to pay any monies payable by it to the Licensor under this Agreement when such monies are due and such failure continues for 10 days following written demand for the payment of such monies being made by the Licensor on the Licensee; or
- (ii) fails to observe or perform any of the Licensee Covenants (other than the payment of monies to the Licensor) and:
 - (A) fails to remedy such breach within 30 days following the Licensee’s receipt of written notice from the Licensor respecting such breach (in this paragraph (ii), the “**Rectification Period**”); or
 - (B) if such breach cannot be reasonably remedied within the Rectification Period, the Licensee fails to commence to remedy such breach within the Rectification Period or thereafter fails to proceed diligently to remedy such breach,

then the Licensor may:

- (iii) terminate this Agreement on written notice to the Licensee, without prejudice to any of its other rights and remedies, including its right to damages;
- (iv) without waiving or releasing the Licensee from the strict performance of the Licensee Covenants, rectify the Licensee default in such manner as the Licensor considers desirable and in doing so may pay any necessary and incidental costs and expenses. All amounts paid by the Licensor in exercising its rights in this section, plus an administrative fee equal to 15% of the amounts so paid by the Licensor, shall be paid by the Licensee within 10 Business Days following the Licensee’s receipt of an invoice for such amounts from the Licensor.

(b) The Licensor may terminate this Agreement on 10 days' written notice to the Licensee in the event of a sale of the Building and the Lands by the Licensor.

(c) The Licensee may terminate this Agreement upon 30 days' written notice to the Licensor if the Licensee shall be unable to obtain or shall cease to possess any necessary rights or approvals from any appropriate governmental or regulatory authority or in the event that the Building should become unsuitable or commercially impractical for the Licensee's business, in which case any prepaid portion of the Fee shall be adjusted as of the effective date of termination and returned forthwith to the Licensee.

11. Assignment: The Licensee may not assign or sublicense this Agreement, in whole or in part without the Licensor's prior written consent, which shall not be unreasonably withheld or unduly delayed; however, where any such assignment or sublicense is to an affiliate, parent or subsidiary corporation, secured lender or acquirer of a material portion of the Licensee's voting shares or assets, the Licensor's consent shall not be required, but:

- (a) at least 15 days' prior written notice shall be given to the Licensor prior to any assignment or sublicense in such circumstances;
- (b) the Licensee will not be released from its obligations under this Agreement following any assignment of this Agreement as contemplated by this Agreement and will be jointly and severally liable with such assignee; and affiliate or subsidiary; and
- (c) any such assignee or sublicensee must provide a written agreement to the Licensor covenanting and agreeing with the Licensor to observe and perform the Licensee's Covenants as if it had originally signed this Agreement as licensee.

12. Change of Law: This Agreement, the actions or obligation of the parties are subject to all present and future laws, by-laws, regulations, rules, orders, decisions and guidelines of any duly constituted authorities having jurisdiction with respect to the subject matter of this Agreement, whether Provincial, Federal or the CRTC. Notwithstanding anything contained in this Agreement in no event shall this Agreement be interpreted as limiting the rights of the Licensee or the Licensor, to avail itself of the provisions of the *Telecommunications Act*.

13. Severability: Should any provision of this Agreement be illegal, unenforceable, or inconsistent with paragraph 15, that provision shall be considered separate and severable from the remaining provisions of this Agreement and the remaining provisions shall remain in force and be binding upon the parties.

14. Notices: Any notice or other communication required or permitted to be given by this Agreement must be in writing and delivered to the addresses set out below by registered mail, courier or fax to the Licensor or the Licensee, as the case may be, at the address set out below:

<u>Licensor:</u>	<u>Licensee:</u>	TELUS Communications Inc.
Address:	Address:	25 York Street, Floor 22
		Toronto, Ontario
		M5J 2V5
Attention:	Attention:	Richard Johnson, Manager, Building
Fax:		Access
Phone:	E-Mail:	Richardjohnson@telus.com
	Phone:	(416) 496-6893

The Licensor and Licensee may change their respective addresses by written notice to each other. Any notice or other communication delivered by courier will be deemed to have been given and received on the day it is so delivered at such address, unless such day is not a Business Day, in which case it will be deemed to have been given and received on the next following Business Day. Any notice or other communication sent by registered mail will be deemed to have been given and received on the third Business Day following the date of its mailing. Any notice or other communication sent by fax will be deemed to have been given and received on the day it is sent provided that such day is a Business Day and it is sent before 5:00 p.m. on such day, failing which it will be deemed to have been given

and received on the first Business Day after it is sent. Regardless of the foregoing, if there is a mail stoppage or labour dispute or threatened labour dispute which has affected or could affect normal mail delivery by Canada Post, then no notice or other communication may be delivered by registered mail.

15. Licensor's Legal Fees: The Licensee shall reimburse the Licensor for all legal expenses incurred by the Licensor in connection with this Agreement, which not be less than \$750.00, plus HST, within 30 days following the Licensee's receipt of an invoice from the Licensor.

16. Other Matters:

- (a) This Agreement, including all schedules attached hereto, is the entire agreement between the Licensor and the Licensee and contains all agreements, promises and understandings between the parties concerning the subject matter described herein.
- (b) This Agreement shall be binding on the parties and their respective successors and assigns.
- (c) Each party shall be excused for any delay in performance of any of the provisions hereunder if such delay is due to circumstances beyond the affected party's reasonable control.
- (d) This Agreement shall not create any other relationship between the parties other than that of licensor and licensee.
- (e) The Licensor and the Licensee each warrant that it has the requisite power, approval and right to enter into this Agreement and to carry out all of its provisions.
- (f) The parties agree that this Agreement shall be posted on the Licensee's website in accordance with CRTC disclosure requirements.
- (g) The Licensee may not register this Agreement or any notice of this Agreement on title to the Lands.
- (h) In this Agreement:
 - (i) words importing the singular include the plural and vice-versa, words importing gender include both genders and words importing persons include corporations and vice-versa;
 - (ii) any reference to a statute includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations;
 - (iii) any reference to a section or Schedule is deemed to refer to the applicable section or Schedule contained in or attached to this Agreement and to no other agreement or document unless specific reference is made to such other agreement or document;
 - (iv) the division of it into sections and the insertion of headings and any table of contents is for convenience of reference only and are not to be taken into account in interpreting this Agreement or any part of it;
 - (v) any provisions that are shown as having been struck out are deemed not to exist and are not to be taken into account in interpreting this Agreement or any part of it; and
 - (vi) "**including**" means "including, without limitation," and the terms "**including**" and "**include**" will not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.
- (i) No amendment, supplement, modification, waiver or termination of this Agreement is binding on the parties unless it is in writing and signed by all of the parties.

(j) No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision, whether or not similar, nor does such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement. No forbearance by any party to seek a remedy for any breach by any other party of any provision of this Agreement constitutes a waiver of any rights or remedies with respect to any subsequent breach.

(k) If the Licensee is in default of any of the Licensee's Covenants at the time this Agreement expires or is terminated:

- (i) the Licensee shall remain fully liable for the performance of such Licensee's Covenants; and
- (ii) all of the Licensor's rights and remedies in respect of such failure shall remain in full force and effect,
- (iii) all of which shall be deemed to have survived such expiration or termination of this Agreement.

(l) Regardless of the expiry or earlier termination of this Agreement:

- (i) every indemnity, exclusion or release of liability and waiver of subrogation contained in this Agreement or in any of the Licensee's insurance policies; and
- (ii) those provisions of this Agreement which are intended to have effect beyond the end of the Term,

shall survive the expiration or termination of this Agreement and continue in full force and effect.

(m) Time is of the essence of this Agreement and no extension or variation of this Agreement operates as a waiver of this provision.

(n) This Agreement may be executed by the parties in separate counterparts all of which, when taken together, will constitute a single agreement among the parties. Execution of this Agreement by a party may be evidenced by way of a faxed or emailed (by way of an Adobe Acrobat PDF file) transmission of such party's signature, or by a photocopy of a party's signature, each of which will constitute the original signature of such party to this Agreement. Any party who evidences its signature of this Agreement by fax or emailed PDF file shall, promptly following a request by any other party, provide an originally executed counterpart of this Agreement, but its failure to do so will not invalidate this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

Dated this 14 day of August, 2019.

SHERIFF CORPORATION
Licensor

Authorized Signature
Name: Aldo L. Gottardo
Title: President & C.E.O.

Dated this 6th day of August, 2019.

TELUS COMMUNICATIONS INC.

Richard Johnson
Authorized Signature
Name: Richard Johnson
Title: Manager, Building Access & Planning

SCHEDULE "A"**DEFINED TERMS**

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms, which may be used in the singular or the plural, have the respective meanings given them as follows:

"Authorities" means all federal, provincial, municipal and other governmental authorities (including, without limitation, suppliers of public utilities), departments, boards and agencies having or claiming jurisdiction;

"Business Day" means any day which is not a Saturday, Sunday or a statutory holiday observed in Ontario;

"Claims" means claims, losses, damages, suits, judgments, causes of action, legal proceedings, executions, demands, penalties or other sanctions of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise and any and all costs arising in connection therewith, including all legal expenses (including all such legal expenses in connection with any and all appeals);

"Injury" includes, without limitation, bodily injury, personal injury, mental anguish and death;

"Laws" means all laws, statutes, ordinances, regulations, by-laws, building codes of every nature and kind, directions and guidelines of all applicable Authorities;

"Licensee's Covenants" means all of the terms of this Agreement on the part of TELUS to be observed and performed;

"Licensee's Employees" means the Licensee's directors, officers, employees, servants, contractors, agents and those for whom the Licensee is responsible at law;

"Licensor's Covenants" means all of the terms of this Agreement on the part of the Licensor to be observed and performed;

"Licensor's Employees" means the Licensor's property manager (if any) and the Licensor's and the Licensor's property manager's respective directors, officers, employees, contractors, servants, agents and those for whom each of the Licensor and the Licensor's property manager, respectively, is responsible at law;

"Person" means an individual, a corporation, a limited partnership, a general partnership, a trust, a joint stock company, a joint venture, an association, a syndicate, a bank, a trust company, an Authority and any other legal and business entity.