

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT entered into at the location and date indicated on the signature page.

BETWEEN **IBERVILLE DEVELOPMENTS LTD.**
(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 License Agreement, the Licensor grants a license to the Licensee as follows:

- 1. Building Address:** Municipally described as 55 Mount. Royal Street West, Montréal Québec H2T 2S6 (the "Building").
- 2. Term:** Five (5) years (the "Term").
- 3. Commencement Date:** November 1, 2017 (the "Commencement Date").
- 4. POP Space Fee:** The Licensee agrees to pay the Licensor \$1,500.00 per annum (the "POP Space Fee") plus GST and QST, payable annually in advance beginning on the Commencement Date, subject to yearly indexation as set out hereafter, for the POP Space being a panel to be installed on the 5th floor of the Building, the whole as shown on Schedule "A" attached hereto. The POP Space Fee shall be increased yearly, commencing on November 1, 2018 and on each anniversary of the Commencement Date thereafter, in direct proportion to the increase in the Consumer Price Index as published by Statistics Canada "All Items" for Montréal, between the date when the inflation factor is applied and the Commencement Date, but in no event shall such POP Space Fee be less than the POP Space Fee payable for the prior year.

Licensor's GST number is: 894262393 RT0002.
Licensor's QST number is: 1020996028 TQ0001.

5. Option To Extend Term: Provided the Licensee pays the POP Space Fee as and when due and punctually observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Agreement, the parties covenant that the Term of the present Agreement shall be automatically extended for a period of five (5) years, failing receipt by the Licensor of a written notice to the contrary twelve (12) months prior to the expiration of the initial 5-year Term (on or before October 31, 2021). The Agreement shall be extended at the same terms and conditions as set forth for the initial Term, except that the Licensee shall not have any further options to extend this Agreement (however, this Agreement may be further extended subject to the mutual agreement of the Licensor and the Licensee) and save and except for the POP Space Fee, which shall continue to be indexed as provided at Section 4 hereof.

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 (hereinafter referred to as the "Licensee's Services"). In order to provide the Licensee's Services, the Licensee will be entitled to construct, install, operate, maintain, repair, service, upgrade and modify, remove and replace, at its sole cost and expense and to Licensor's complete exoneration, communications equipment in the POP Space (the "Communications Equipment"), subject to: (i) approval by relevant governmental and municipal authorities and such other bodies having jurisdiction; and (ii) Licensor's prior written approval as to the size, configuration and location of the Communications Equipment. By permitting Licensee to install and operate the Communications Equipment, Licensor makes no representation or warranty and gives no assurance that Licensee may lawfully do so. The Licensee may also use and access all portions of the Building pathways and lands on which Building is situated, necessary to, and is granted the right to construct, install, operate, maintain, repair, service, upgrade and modify cable and related equipment (hereinafter referred to as the "Connecting Equipment"; and "Communications Equipment" shall, by definition, include Connecting Equipment) for the provision of the Licensee's Services, subject also to: (i) approval by pertinent

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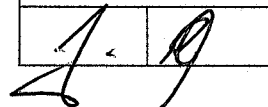
governmental and municipal authorities and such other bodies having jurisdiction; and (ii) Licensor's prior written approval as to the size, configuration and location of the Connecting Equipment.

7. Installation and Maintenance of Licensee's Equipment: In addition to obtaining Licensor's prior written approval, the Licensee agrees to obtain all required governmental permits and approvals at its cost prior, to installing any Communications Equipment (including for clarity Connecting Equipment), and prior to making any material changes, additions, improvements or alterations to same, all such material changes, additions, improvements or alterations shall be consistent with industry standards. Licensee will ensure that the Communications Equipment will be installed in accordance with local construction regulations and occupancy codes and shall repair all damage caused to the Building or to the Licensor, any Licensee or occupant, or any other person by the Communications Equipment for whatever reason or cause. Prior to installation of, or material improvement or alteration to, the Communications Equipment (including Connecting Equipment), the Licensee shall provide the Licensor with working drawings showing the proposed location of the Communications Equipment to be installed on or about the Building, as well as provide the Licensor with particulars, including method of attachment of the Communications Equipment, all of which shall be subject to the prior written approval of the Licensor, such approval not to be unreasonably withheld or delayed. The Licensee shall reimburse the Licensor for the actual cost, reasonably incurred, for the review of such working drawings. The Licensee covenants and agrees that all work regarding any installations, material improvement or alteration to the Communications Equipment shall be in accordance with the working drawings provided to the Licensor and industry standards. Licensee shall be responsible for the repair, replacement and maintenance of the Communications Equipment during the Term of this Agreement, at its sole cost and expense and to Licensor's complete exoneration.

8. Licensee's Equipment: Upon the expiry or earlier termination of this License Agreement or upon being advised by any competent authority having jurisdiction that the Communications Equipment may not or may no longer be lawfully operated, the Licensee shall remove its Communications Equipment and repair any damage caused by such installation or removal. The Licensor acknowledges that the Communications Equipment (including for clarity the Connecting Equipment), notwithstanding same may be affixed to the Building, shall at all times 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 (including the Connecting Equipment).

9. Indemnity and Insurance: The Licensor shall not be liable for any injury or damage to persons or property resulting from the installation and/or operation of the Communications Equipment or for damages suffered by the Licensee or any third parties or for any loss or damage to the property of Licensee or any third parties for any reason whatsoever, whether or not such loss or damage results from the negligence of the Licensee, its agents, representatives and any persons for whom the Licensee is in law responsible. Without limiting the generality of the foregoing, the Licensor shall not be liable for any loss or damage caused to any person or goods resulting from any interference or hindrance to any other communication device. The Licensee shall indemnify and save harmless the Licensor from and against all loss, claims, actions, damages, liability and expense to person or property in connection with any loss (including loss of life) or injury whatsoever arising from the Communications Equipment for whatever reason or cause, or arising from the use and/or occupancy of the Building by the Licensee, its agents, representatives and those persons for whom the Licensee is in law responsible. Hence, if the Licensor is made a party to any litigation commenced by or against the Licensee with respect to or in any manner connected to the Communications Equipment, then the Licensee shall protect, indemnify and hold the Licensor harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Licensor in connection with such litigation. In all cases, the Licensee shall promptly advise Licensor of any claim or lawsuit the Licensee is made a party to, in connection with the installation and operation of the Communications Equipment, actual or potential, of which it becomes aware, and without in any manner diminishing or limiting Licensee's liability or responsibility under this article, Licensee will immediately take such corrective measures as are required to avoid a re-occurrence of the situation giving rise to the claim. The Licensee shall maintain in force public liability and property damage insurance coverage of not less than five million dollars (\$5,000,000.00), and the Licensee shall add the Licensor to the Licensee's insurance as an additional insured.

10. Default and Termination: In the event of any breach of this License Agreement by the Licensee if the Licensee fails to cure or to commence in good faith to cure such breach within five (5) days following written notice of such breach from the Licensor, the Licensee will immediately be deemed to be in default, it being

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understood that the mere lapse of time will have the effect of putting the Licensee in demand, and the Licensor, without prejudice to any rights or remedies it may have hereunder or by law, shall have the right to terminate this License forthwith upon written notice given to Licensee. Licensee upon such termination of this License shall thereupon quit and surrender the POP Space to Licensor and Licensor, its agents and employees may immediately or at any time thereafter, re-enter the POP Space and dispossess Licensee and remove any and all property therefrom as well as any and all Communications Equipment wherever located in the Building, by summary dispossession proceedings or by any suitable action or proceeding at law, or by force or otherwise without being liable to prosecution or damages thereof, the whole without prejudice to and under reserve of all of the rights and recourses of the Licensor to claim any and all losses and damages sustained by the Licensor by reason of and arising from any default of the Licensee. In case of any termination or dispossession of the Licensee by or at the instance of Licensor in any lawful manner, the POP Space Fee for the remainder of the Term shall immediately become due and payable. In addition, if legal proceedings are brought for recovery of possession of the POP Space or for the recovery of the POP Space Fee for the remainder of the Term, or as a result of an event of default, the Licensee will pay to the Licensor its reasonable expenses including its legal fees. The Licensee may terminate this License Agreement upon thirty (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 POP Space Fee shall be adjusted as of the effective date of termination and returned forthwith to the Licensee provided the Licensee has punctually observed and performed the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Agreement.

11. Assignment: The Licensee may not assign or sublicense this License 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 notice shall be given to the Licensor prior to any assignment of sublicense in such circumstances. In all cases, for clarity whether consent is given or where it is not required, the Licensee will remain jointly and solidarily responsible, without the benefit of division or discussion, with any assignee, for all the terms, covenants and conditions to be observed and performed by Licensee under this Agreement.

12. Change of Law: This License Agreement, the actions and 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 License Agreement, whether Provincial, Federal or the CRTC. Notwithstanding anything contained in this License Agreement in no event shall this License 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 License Agreement be illegal or unenforceable, that provision shall be considered separate and severable from the remaining provisions of this License Agreement and the remaining provisions shall remain in force and be binding upon the parties.

14. Notices: All notices required to be delivered hereunder shall be in writing and delivered to the addresses set out below by mail (deemed to be received three (3) business days after mailing) or facsimile transmission (deemed to be received on the next business day following the date of transmission):

Licensor: Iberville Developments Ltd.
Address: 4141, Sherbrooke St. W., Suite #400
Montréal Québec
H3Z 1B8
Attention: Vice-President
E-Mail: leven@ibervilledev.com
Phone: 514-931-7261

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

The Licensor and Licensee may change their respective addresses by written notice to each other.

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15. Other Matters:

- (a) This License 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 License Agreement shall be binding on the parties and their respective (authorized) 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 License 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 License Agreement and to carry out all of its provisions.
- (f) The parties agree that this License Agreement shall be posted on the Licensee's website in accordance with CRTC disclosure requirements.

16. Counterparts: Both parties accept the facsimile copy of this Agreement duly executed by the parties, as a legal and binding document. The originals signed by the Licensee must be delivered to Licensor within two (2) days of execution by Licensee and will be re-executed by Licensor.

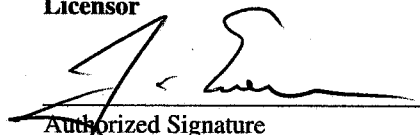
17. Acceptance: Failing receipt by Licensor of the present Agreement duly executed by Licensee on or before **October 19, 2017**, Licensee recognizes and accepts that Licensor may consider the present Agreement null and void, at its sole option and discretion, Licensee renouncing, in such a case, to all rights, claims, recourses against Licensor with regard to same.

18. The parties specifically declare that they have requested the present Agreement be drawn up in the English language. *Les parties déclarent qu'elles ont demandé que la présente entente soit rédigée en langue anglaise.*

IN WITNESS WHEREOF the parties have duly executed this License Agreement.


Dated this 17th day of October, 2017.


IBERVILLE DEVELOPMENTS LTD.
Licensor


Authorized Signature
Name: Len Even
Title: Vice-President

Dated this 12th day of October, 2017.

TELUS COMMUNICATIONS INC.
Licensee


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

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" RESOLUTION "

Jim Cooper

From: Bruna Nardi <Bruna.Nardi@telus.com>
Sent: Monday, October 16, 2017 3:54 PM
To: Jim Cooper; Richard Johnson
Cc: Yves Masse
Subject: RE: Suivi - Demande d'approbation - Projet Telus PSR 2645462-T1-D01 (55 Avenue du Mont-Royal Ouest, Montréal)

Mr. Cooper,

Please accept this email as my confirmation that Richard Johnson, who reports to me, has authorization to bind TELUS Communications Inc. to the access agreement licenses that he signs with companies.

I trust this suffices for information to proceed.

Regards,

Bruna Nardi

Director, Regulatory Affairs - Telecom Policy & Regulatory Affairs

TELUS

T +1 780 508 1831 | M +1 587 984 0847

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Find out how you can expect more from TELUS

the future is friendly®

This email, including any attachments, is for the sole use of the intended recipient and may contain confidential information. If you are not the intended recipient, please notify us immediately and destroy this email and any copies. Thank you.

SCHEDULE "A"

POP SPACE

(plans or drawings of POP Space must be completed)

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