

TELECOMMUNICATIONS SITE LICENCE EXTENSION AGREEMENT

BETWEEN (the licensee) TELUS Communications Inc.

AND (the licensor) Peel Condominium Corporation # 437, at 2780/2800 Skymark Avenue, Mississauga, Ontario.

The licensor and licensee hereby agree to the following terms and conditions.

1. The licensed premises located at 2800 Skymark Avenue, being a space within the existing building and on the rooftop as more particularly described in Schedule 2 attached hereto, shall be used on a non-exclusive basis by the licensee for the purpose of operating a telecommunications site with related equipment, and the licensee shall have the right to install, operate, maintain, modify, and/or replace its equipment in connection with its use of the leased premises subject to the terms herein.
2. **INITIAL TERM and LICENCE FEE:** For the rights granted by the licensor to the licensee, the licensee shall pay to the licensor a licence fee during the initial term of five (5) years commencing June 1, 2017, an annual fee of Three Thousand DOLLARS (\$3,000.00) plus tax, which fee will be paid on the anniversary of the commencement date.
3. **FIRST TERM EXTENTION:** For the rights granted by the licensor to the licensee, the licensee shall pay to the licensor a licence fee during the first extension term beyond the initial term, of ten (10) years commencing June 1, 2022, an annual fee of Three Thousand Five Hundred DOLLARS (\$3,500.00) plus tax, which fee will be paid on the anniversary of the commencement date.
4. **FURTHER RIGHTS OF EXTENSION:** Additional extension term's beyond the first fifteen (15) years will be upon the same general terms and conditions prevailing in the original agreement except that the licence fee for the extension term shall be negotiated in good faith between the parties at the time of extension and at least ninety (90) days prior written notice of the intent to renew prior to the end of the term. If no agreement can be made as to the licence fee for any extension term, then the Agreement shall terminate.

5. **UNSUITABILITY FOR LICENSEE'S PURPOSE:** If, at any time during the term or any extension thereof, any structure, work, or other impediment of any nature whatsoever screens, baffles, or interferes in any way with the signals sent from, or received by the site, or should the construction of, or the operation of the site, shelter, or the equipment in the opinion of the licensee, be or become commercially impractical, lose a material degree of functionality, or be or become impossible to continue operations from, by reason of government decision, law, order, or regulation, the licensee may terminate this lease without damages or penalty by giving a minimum of (90) Ninety days written notice to the licensor of his intent to vacate the premises.
6. **COVENANTS OF THE LICENCE:** (A) Safety and maintenance: The licensee shall install, operate, ground and maintain its site in a good and workmanlike manner in accordance with sound engineering standards and at a level of repair consistent with generally accepted standards within the communications industry. (B) Taxes, Rates, and Assessments: Upon presentation of appropriate documentation, the licensee will pay as and when due, all taxes, rates, and assessments, including increases in real or immovable property taxes that are levied, charged, or assessed with respect to any business carried on by the licensee on, or from the premises. (C) Government regulation: The licensee shall, at its own expense, and at all times, ensure that the installation and operation of this telecommunications undertaking comply with the laws, directions, rules, and regulations of relevant governmental authorities including all applicable building codes, zoning by-laws and Industry Canada requirements. (D) Interference: The licensee covenants that the operation of its radio system and/or any other company owned or maintained equipment shall not cause harmful interference or degradation to the other signals lawfully transmitted and received within, on, to, or from the premises. If such interference or degradation is reasonably demonstrated to be the fault of the licensee, or the equipment for which he is responsible for, the licensee upon receiving notice from the licensor shall use all reasonable endeavours to immediately correct said problem. (E) Construction must comply with the construction/equipment schedule attached hereto as Schedule Three. (F) The licensee acknowledges and agrees that this licence is a non-exclusive licence over a certain portion of the rooftop area of 2800 Skymark Avenue and that the licensor may permit another telecommunications provider or providers to install and operate equipment on the same rooftop provided same does not materially interfere with the licensee's equipment. (G) The licensee agrees to remove its equipment from the licensed premises within 30 days of the expiry of the term of this agreement or earlier termination.
7. **COVENANTS OF THE LICENSOR:** (A) Quiet possession: The licensor has the good right, full power and absolute authority to grant this licence to the licensee, and covenants that the licensee shall peaceably and quietly hold and enjoy the site and its appurtenances, subject to the terms and conditions of this licence. The licensor shall not make any change to the licensed premises at any time

throughout the duration of this licence without the prior written consent of the licensee, which consent shall not be unreasonably withheld, and no such change shall adversely affect the use being made by the licensee of the leased premises. (B) Access: Access to the equipment is restricted to authorized personnel from Allstream., or other trades people working on its behalf and under its supervision, and at all times subject to the reasonable security requirements of the licensor.

8. **LICENSEE'S EQUIPMENT;** (A) The equipment will remain the property of the licensee or its customers, and notwithstanding the attachment or affixation of any of the equipment to the premises in any manner, all of the equipment shall remain items of personal or moveable property, and not fixtures. (B) The licensee may make minor alternations and / or improvements in the licensed premises, related to the operation of the site during the term and any extensions thereof, without obtaining the prior consent of the licensor. Such alterations and / or improvements may include, but are not limited to, the addition of radios, racks, cables, cable trays and electrical modifications such as wall plugs, racking, etc. necessary to keep up with changes in technology, or other signals emanating from the premises and requiring additional signal processing or filtration / adjustment.

Other more significant alterations and / or improvements such as the construction of walls, or materially increasing the height of any installations are subject to the prior consent of the licensor, such consent not to be unreasonably withheld. It is acknowledged that the licensor has a legitimate interest in maintaining the appearance of the condominium property and that the licensor may reasonably deny alterations or improvements to the licensee's installations based upon adverse effect upon appearance, in the sole discretion of the licensor.

Licensee shall be responsible for all costs associated with the equipment including without limitation the additional electricity charges and the Licensee shall be responsible to pay an additional \$ 50 per month from year 2 to year 5 to cover any additional electricity. The Licensor shall not be held responsible for any disruption in service whatsoever.

9. **INSURANCE:** The licensee will at all times throughout the term and any extension thereof, maintain: (A) all-risk property insurance covering the full insurable replacement cost of all of its undertakings, the equipment located pursuant to this lease without deduction for depreciation and with reasonable deductibles and (B) commercial general liability insurance coverage in an amount not less than two million (\$2,000,000.00) dollars in Canadian funds, per occurrence for bodily injury, and property damage. Such policy shall extend to include the licensor as an additional insured but solely with respect to any liability arising out of the licensee's premises, property, or operations. At the licensor's request, the licensee shall provide a memorandum of insurance evidencing that said coverages are in full force and affect. Should any material change take place in the policy, or the policy be cancelled, thirty (30) days

advance notice of such change and / or cancellation shall be provided to the licensor, in writing.

10. **LICENSOR NOT LIABLE:** Other than for the negligent acts or omissions or the willful and wrongful acts or omissions of the licensor, or the licensor's employees, or those persons authorized by the licensor to be on the premises, the licensor shall not be liable to the licensee for any interference, inconvenience, or damage to the licensee's equipment, or any indirect or consequential damage resulting from any cause including without limitation, by failure or interruptions on the supply of electricity or other utility or by fires, severe conditions or other natural catastrophes or for any cause whatsoever, which is beyond the reasonable control of the licensor.
11. **LICENSEE NOT LIABLE:** Other than for the negligent acts or omissions or breach of this agreement or the willful and wrongful acts or omissions of the licensee or the licensee's employees and those persons authorized by the licensee to be on the premises, the licensee shall not be liable to the licensor for any costs incurred or losses or damages suffered by the licensor.
12. **DEFAULT:** Upon the material default by either party of any of its covenants or obligations under this licence, the party not in default may terminate this licence if such default is not remedied within thirty (30) days of the defaulting party receiving notice from the party not in default of such default, or within such longer period as is reasonable given the circumstances, as long as the party in default is diligently moving to remedy the situation.
13. **REGISTRATION:** The licensee shall not publish or register this licence.
14. **ASSIGNMENT:** Neither party to this Agreement shall assign this Agreement without the consent of the other party.
15. **SUCCESSORS AND ASSIGNS:** This licence shall inure to the benefit of, and be binding upon the successors and assigns of the licensor and the successors and permitted assigns of the licensee, and no assignee or successor of the licensor (including any transferee of or successor in title to the premises) shall challenge the validity or enforceability of any aspect of this licence, and every assignee or successor of the licensor shall be bound by all obligations of the licensor hereunder.
16. **GOVERNING LAW LANGUAGE:** The provisions of this licence shall be governed by and interpreted in accordance with the laws of the Province of Ontario in which the site is located, and the parties hereto agree to the exclusive jurisdiction of the courts of the Province of Ontario. The parties have requested that this licence and all related documents be drawn in the English language only.

17. **ENTIRE LICENCE:** This licence, including the schedule, may not be amended or modified except by written instrument, executed by both parties.
18. **TRANSMISSION NOTICE:** The parties agree that this licence may be executed by either party and forwarded one to the other by electronic mail (e-mail) together with a <read receipt> notice, which transmission is to be confirmed to the addresses set out opposite the signatures of the parties concerned.
19. **SEVERABILITY:** Should any provision or provisions of this licence be determined to be void or otherwise unenforceable, in whole or in part, those provisions shall be deemed not to affect or impair the validity or enforceability of any other provision or provisions of the licence, and all remaining provisions shall remain in full force and effect and be binding on both of the parties.
20. **AUTHORIZATION:** The licensor hereby authorises the licensee to obtain information from any person, with respect to the premises that the licensee may require for the purposes of exercising its rights under this lease, and the licensor agrees to execute same to confirm the foregoing.
21. **SCHEDULES:** Schedules and other documents attached or referred to in this lease including without limitation, the schedules indicated below, form an integral part of this lease.

(1) Schedule 1: Licensed Premises (attached)

(2) Schedule 2: Construction/Equipment (attached)

22. Compliance with Condominium Act:

Notwithstanding the foregoing, each of the parties agrees that its rights and obligations under this Licence shall accrue subject to the Licensor obtaining compliance with the Condominium Act, 1998 if necessary in respect of the subject matter of this License within sixty (60) days following the date of the License. The Licensor shall furnish the Licensee with written confirmation of compliance with the Condominium Act, 1998 within such sixty (60) day period. Upon the Licensor's delivery of such written confirmation, all rights and obligations of the parties under this License shall be deemed to have commenced on the date of the License. If the Licensor does not deliver such written confirmation to the Licensee prior to the expiration of such sixty (60) day period, then this License shall be deemed to be null and void.

DATED AT TORONTO, this 15 day of June 2022

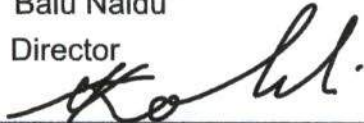
Peel Condominium Corporation No. 437

Per:



Name: Balu Naidu

Title: Director



Name:

Title: Sam Kohli, Director

We have authority to bind the corporation.

TELUS Communications Inc.

Per:



Name: Richard Johnson

Title: Manager, Building Access

I have authority to bind the corporation.