

**TELECOMMUNICATIONS LICENSE AGREEMENT**

THIS LICENSE AGREEMENT made the *12<sup>th</sup>* day of *September*, 2013

**BETWEEN:**

**CROMBIE DEVELOPMENTS LIMITED**

a body corporate duly incorporated under the Laws of the  
Province of Nova Scotia, having its Head Office at  
115 King Street, Stellarton, Nova Scotia, BOK 1S0  
(Herein called the "Licensor")

Of the one part

- and -

**TELUS COMMUNICATIONS COMPANY**

(Herein called the "Licensee")

Of the other part

1. **IN CONSIDERATION** of fees, covenants, and agreements herein contained, the Licensor licenses to the Licensee the right to install, maintain, repair, replace and upgrade install conduits, cables and wires as pictured on Schedule "A", pages 1 and 2, annexed hereto, in the **CIBC Building** (the "Building") located at 1809 Barrington Street, Halifax, NS.
  
2. **TERM**  
  
The Term for which the Licensee shall hold the Site shall be **Five (5) years** commencing on the **1st day of October, 2013** and ending on the **30<sup>th</sup> day of September, 2018**.
  
3. **SITE**  
  
**Landlord's Telecommunications Room located on Level B1 of the CIBC Building.**
  
4. **FEE**
  - (i) **intentionally deleted, and;**
  - (ii) for conduit or cable or wire installed shall be **Two Thousand Dollars and zero cents (\$2,000.00 )** per annum, plus HST, commencing **October 1, 2013** and ending **September 30, 2018**.

5. **SECURITY DEPOSIT**

Deleted in its entirety..

6. **AGREEMENTS**

- (a) The Licensee agrees to obtain all permits necessary for the installation and operation of cable and conduit and to maintain the same in good standing thereafter.
- (b) The Licensor maintains the right to withhold consent to any transfer, sublet or assignment. Consideration will be given to an affiliate of the Licensee and if approval is granted by the Licensor, it will apply only as long as the sublicensee or assignee remains an affiliate of the Licensee.
- (c) Whether or not the Landlord consents to any request to a transfer, assignment or sublet, the Licensee shall pay to the Licensor all reasonable costs incurred by the Licensor in considering any requests for consent to a transfer, assignment, sublet and in completing any of the documentation involved in implementing such transfer, assignment or sublet including the agreements between the Licensor and each of the Licensee and the transferee, assignee or sublessee referred to above and the document of transfer, assignment or sublet and the consent thereto.

Should an assignment or sublet be approved by the Licensor, the Licensee shall remain fully responsible for all obligations under this License Agreement until the expiry of the Term.

Notwithstanding anything herein contained, no assignment, transfer or sublet, shall be considered by the Licensor unless the Licensee has fully paid all fees and arrears and is not in default of this Agreement.

- (d) In the event of a sublet or assignment of this License Agreement, any monies received by the Licensee over and above the Fee referred to in Clause 4 shall be paid to the Licensor.
- (e) Subject always to the rules and regulations of the Canadian Radio and Television Commission (the "CRTC"), the Licensee acknowledges and agrees that the Site shall be made available at all times to any other telecommunications company (a "Third Party"), to utilize as a telecommunications room for the Third Party's business operations, upon payment to the Licensor of the Licensor's normal fees charged from time to time. The Fee shall remain unchanged regardless of the number of Third Party installations within the Site. The Licensor shall upon thirty (30) days prior written notice to the Licensee allow the Third Party access to the Site; provided, however, that if any telecommunications equipment installed by the Third Party causes the Licensee's equipment to materially malfunction, then the telecommunication equipment installed by the Third Party shall be removed.

If any damage is caused to the Site as a result of the removal of any telecommunications equipment from the Site, it shall be repaired at the cost of the party removing the same.

- (f) The Licensor shall have the right to levy a charge against the Licensee in connection with vertical risers installed by the Licensee during the Term in the event that (a) the CRTC renders a

decision or regulation that permits licensors or building owners to levy a charge against both competitive local exchange carriers and incumbent local exchange carriers equally in connection with vertical risers installed in the building; or (b) it becomes common practice within the market place to levy a charge against both competitive local exchange carriers and incumbent for use of vertical risers.

7. **EQUIPMENT LIST**

Licensee shall specify in writing to Licensor, prior to any installation or usage in any manner within the Building, all the equipment to be installed (including, without limitations, conduit, cabling, wiring, etc.). Any change in equipment by the Licensee shall require the prior written consent of the Licensor, consent not to be unreasonably withheld. All conduit, cabling, wiring, etc. must be distinguishably identified as belonging to the Licensee every six (6) linear feet

8. **USE**

The installations of conduits, cables and wires shall be used for the purposes of providing telecommunications services to the Licensee's customers and for no other purpose.

9. **COMPLIANCE**

Licensee shall install all equipment, at the sole cost, expense and risk of the Licensee, and shall do so in a good, workmanlike manner and in compliance with all federal, provincial, and local building, zoning, electric, telecommunications, and safety codes, ordinances, standards, regulations, laws and requirements, including, without limitation, those of Industry Canada and Health Canada. Licensee, at its sole cost and expense, shall obtain any permits, licenses, variances, or other approvals required with respect to the installations or operation of the equipment to be installed by Licensee or to the alterations to be performed by Licensee. Licensee shall deliver true and complete copies of such permits, licenses and variances or other approvals thereof to Licensor prior to commencing any installations or alterations.

10. **UTILITY SERVICES**

Licensee shall be responsible for contracting directly with public utility company(s) and for paying for those services. Licensee shall install a separate electric meter upon Licensor's prior approval with regards to location of meter and associated cable lines **provided the Licensee consumes hydro.**

11. **LICENSOR'S RIGHT TO ENTER SITE**

The Licensor shall have the right to enter the Site at all times for the purpose of: (i) inspection; (ii) making any repairs to the Site and performing any work therein as may be necessary, in Licensor's sole judgement, **acting commercially reasonable**; or (iii) exhibiting the Site for purpose of sale, lease, ground lease, or financing. **So long as the Licensor does not make repairs or alterations to the Licensees equipment with prior approval of the Licensee excepted for instances deemed an emergency by the Licensor.**

12. **TERMINATION BASED ON HEALTH HAZARD**

Anything to the contrary contained herein notwithstanding, if during the Term, the Licensor, in its sole and absolute judgment, believes that the Licensee's activities poses a human health or environmental hazard or interference that cannot be remedied or has not been remedied within ten (10) days after the Licensee has been notified thereof, then (i) the Licensee shall immediately cease all operations in the Building; (ii) should the Licensee not comply with Item (i), the Licensor shall have the right to terminate the License Agreement on ten (10) days notice; (iii) the Licensee shall remove all equipment in the Building installed by the Licensee within thirty days (30) thereafter; and (iv) the Licensor and Licensee will observe Safety Code 6 ( or any replacement code or amendment thereto) as outlined by Health Canada in their booklet entitled "Limits of Exposure to Radio Frequency Fields at Frequencies from 10 kHz – GHz", or its equivalent.

13. **ENVIRONMENT**

Without limiting the generality of the obligations of the Licensor as set out elsewhere in this Lease, the Licensor and Licensee agree that the Licensee is subject to the obligations of the Licensee set out in this Article (the "Environmental Obligations").

In this article:

(a) "Hazardous Substance" means any product of waste, contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive, radioactive material, chlorofluorocarbons (CFC's), radon gas, EMI radiation, urea formaldehyde foam insulation, asbestos, PCB's, gasoline, fuel oil, and any other substances or materials, and includes any Container (as hereinafter defined), declared or defined, at any time and from time to time, to be or to potentially be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial, municipal or quasi-governmental law, statute, regulation, order, by-law or requirement in force from time to time (collectively, in this Article, "Legislation") including, without limitation, environmental, land use, building, occupational, or health and safety Legislation, Legislation in respect to demolition of buildings, excavation of soil, building materials and component fixtures and fittings, and storage and disposal of waste or effluent, and Legislation with respect to the maintenance, conversion and replacement of Containers; and

(b) "Container" means any equipment, plant, pump, tank, container, receptacle, and any manner, method or procedure, which generates, manufactures, refines, treats, transports, stores, contains, uses, handles, disposes of, transfers, produces or processes Hazardous Substances; and

(c) "Remove" means to remove any Hazardous Substance from all or part of the Site and includes, without limitation, the removal, clean-up, treatment, transportation, storing, containment, handling, disposal, transfer and/or processing thereof, and "Removed" and "Removals" have similar meanings. The Licensee shall not use or permit or suffer the use, directly or indirectly, of all or part of the Site for any acts or omissions ("Activities") that are not in compliance with all Legislation and permits granted thereunder. It shall be the responsibility of the Licensee to obtain all permits necessary for the use of Hazardous Substances on the Site.

The Licensee shall:

- (i) Ensure that all construction work which is the responsibility of the Licensee under this Lease will comply with all Legislation and without limiting the generality thereof will ensure that anyone working with Hazardous Substances is, where necessary, duly qualified, accredited and registered with all bodies having jurisdiction thereover; and
- (ii) Ensure that all construction work which is the responsibility of the Licensee under this Lease, will comply with all Legislation; and
- (iii) Remove at its sole cost and risk any Hazardous Substances not stored in a Container kept in accordance with all Legislation. If any such Hazardous Substance is not removed forthwith by the Licensee, the Licensor shall be entitled but shall not be obligated, to remove same on the Licensee's behalf and the Licensee shall reimburse the Licensor for the cost thereof together with administrative costs equal to fifteen (15%) percent of such costs to the Licensor. The Licensee shall also notify the Licensor if the Licensee receives notice of any violation or alleged violation of any Legislation or that any administrative order is made or is proposed to be made against the Licensee or the Licensor or in respect of any part of the Site or the Centre in which the Site is located with respect to any Hazardous Substance and otherwise ensure that the entire premises comply with all Legislation with respect to Hazardous Substances.

In the event of a material violation of Legislation of a significant release of a noxious substance on or from the Site, or of the discovery of an environmental condition requiring response which violation, release, or environmental condition is in any way attributable to the negligence, willful misconduct, or illegal action of the Licensee, its agents, employees, or invitees, the Licensor shall have the right to enter the Site, to supervise and approve any actions taken by the Licensee to address the material violation, release or environmental condition; and in the event the Licensee fails to lawfully address such violation, release, or environmental condition, the Licensor may perform, at the Licensee's reasonable expense and without unreasonable interference with the Licensee's business activity, any lawful actions necessary to address the material violation, significant release, or environmental condition.

The Licensee shall indemnify the Licensor and its officers, directors, employees and agents and save it harmless from and against any and all claims, demands and losses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever (collectively, the "Losses"), arising from or out of any occurrence in, on, or over the Site (including the occupancy and use by the Licensee of the Site, or any part thereof, except as hereinafter provided) caused or arising, directly or indirectly, in whole or in part, by any acts or omissions permitted or suffered by the Licensee or by anyone permitted or suffered to be on the Site by the Licensee, (and without limiting the generality thereof any contractors retained, either expressly or impliedly by Licensee or on behalf of the Licensee) including, without limitation, losses related to Hazardous Substances. If the Licensor shall be made a party to any proceeding commenced by or against the Licensee, the Licensee shall protect, indemnify and hold harmless the Licensor and shall pay all reasonable costs, expenses and professional fees (on a solicitor and client basis) incurred or paid by the Licensor in connection with such proceeding. The Licensee shall also pay all such costs, expenses and professional fees that may be incurred or paid by the Licensor in interpreting, amending or enforcing the terms, covenants and conditions in this article, unless a court shall decide otherwise.

The provisions set out in this Clause shall survive the expiration or earlier termination of the term of this Lease.

The Licensee will cooperate with the Licensor and will, at any time, **provide** Licensor and Licensor's representatives any Licensee's records with respect to the Premises for environmental inspection purposes.

If required by any governing regulatory body, the Licensee will make available its personnel to respond to interview questions posed by Licensor, Licensor's representatives, or an environmental consultant.

14. **DEMOLITION, RENOVATION, REDEVELOPMENT**

Notwithstanding anything herein contained to the contrary, the Licensor and the Licensee hereby covenant and agree that the Licensor shall have the right to demolish or substantially renovate or redevelop the Building at any time during the term of this License. It is further agreed between the parties that if the Licensor intends to proceed with the demolition or substantial renovation and/or redevelopment of the Building, and if the said demolition and/or renovation and/or redevelopment of the Building shall directly affect the Site or the corresponding wires, conduits and cables, then the Licensor shall deliver to the Licensee written notice of its intention to perform the same, and said notice shall stipulate a date, not less than ninety (90) days from the date of said notice, upon which date this License Agreement shall terminate with the same force and effect as if this Lease had expired by its own terms on that day, and upon which date the Licensee shall deliver the Premises to the Licensor, and all of the Licensee's rights under this License Agreement shall be cancelled and terminated as of that date.

15. **THE LICENSEE COVENANTS** with the Licensor as follows:

- (a) To pay the Fee promptly when due;
- (b) To provide the Licensor with all Installation Plan(s) for the approval of the Licensor, with no installation to take place unless the Licensee has obtained written approval by the Licensor;
- (c) To be fully responsible for any damage, accidents, injuries and incidents such as lightning damage which may be caused to the Building by any installation of the Licensee.
- (d) To indemnify and save harmless the Licensor from and against all liability, claims, damages, and expenses due to or arising from any act or neglect of the Licensee or its employees, contractors, agents, or invitees in or about the Site, and the Licensor shall not be liable or responsible in any way for any loss or damage or injury:
  - (i) to any property belonging to the Licensee or its employees while such property is in the area of the Building, whatsoever the cause of the loss or damage to such property, unless caused or contributed to by the negligence of the Licensor or its servants, agents or employees;
  - (ii) resulting from the Licensee's breach of its duties or obligations under this Agreement;
  - (iii) resulting from the Licensee's breach of its duties, obligations or services under any agreement with the Licensee's customers; and
  - (iv) actions taken by the Licensee outside the scope of this Agreement.
- (e) Within thirty (30) days after the expiration or sooner termination of this License Agreement, Licensor may elect ("Election Right") by written notice to Licensee to:

- (i) Retain any or all wiring, cables, risers, and similar installations appurtenant thereto installed by Licensee in the risers of the Building ("Wiring");
- (ii) Remove any or all such Wiring and restore the Site and risers to their condition existing prior to the installation of the Wiring ("Wire Restoration Work"). Licensor shall perform such Wire Restoration Work at the Licensee's sole cost and expense; or
- (iii) Require Licensee to perform the Wire Restoration Work at Licensee's sole cost and expense

The provisions of the foregoing Clause shall survive the expiration or sooner termination of this License Agreement.

- (f) In the event the Licensor elects to retain the Wiring (pursuant to Paragraph (e) hereof), Licensee covenants that:
  - (i) Licensee shall be the sole owner of such Wiring, that Licensee shall have good right to surrender such Wiring, and that such Wiring shall be free of all liens and encumbrances; and
  - (ii) All Wiring shall be left in good condition, working order, properly labeled at each end and in each telecommunications/electrical closet and junction box, and in safe condition.

#### 16. INSURANCE PROVISION

The Licensee shall carry insurance that holds the Licensor harmless against claims from other Licensees within the Building and any of the Licensee's customers, who are not Licensees within the Licensor's Building ("third parties"), who subscribe telecommunications services from the Licensee. The Licensee agrees to carry liability insurance in the amount of \$10,000,000.00 per occurrence and the Licensor and its mortgagee must be **added as additional insured**. The insurance policy must also contain a clause that holds the Licensor harmless from claims of third parties for disruption of service.

~~All policies written on behalf of the Licensee must contain a waiver of subrogation rights which the Licensee's insurer may have against the Licensor and against those for whom the Licensor is in law responsible, whether any such damage is caused by the act, omission or negligence of the Licensor or by those for whom the Licensor is in law responsible unless such damage is caused by the gross negligence of the Landlord or those for whom the Licensor is in law responsible.~~ All such policies must also contain a severability of interest clause, a cross-liability clause and shall be primary and shall not call into contribution any other insurance available to the Licensor or the Licensor's mortgagee.

Regardless of any contribution by the Licensee to insurance premiums that may be provided for in this License Agreement, no insurable interest is conferred upon the Licensee under policies carried by the Licensor, nor do such policies protect, defend or indemnify the Licensee in any way. The Licensor shall in no way be accountable to the Licensee regarding the use of any insurance proceeds arising from any claim, and the Licensor shall not be obliged on account of such contributions to apply such proceeds to the repair or restoration of that which was insured.

Where the Licensee may desire to receive indemnity by way of insurance for any property, work or thing whatsoever, the Licensee shall insure same for its own account and shall not look to the Licensor for reimbursement or recovery in the event of loss or damage from any cause, whether or not the Licensor has insured same and recovered therefor.

17. **FEE INCREASE PROVISION**

The Licensor may during any renewals of the Term, increase the Fee, as set out in Section 4, to meet then current market rates.

18. **UTILITIES**

The Licensee shall be solely responsible to assure that the Building services meet the Licensee's needs and should they not do so, the Licensee will be responsible for any work required, at its sole expense, upon prior written approval of the Licensor.

19. **RELOCATION**

The Licensor and the Licensee hereby covenant and agree that the Licensor shall have the option at any time during the Term of this Agreement, and upon ninety (90) days prior written notice to the Licensee, to relocate the Site to an alternate location. The Licensor acknowledges and agrees that any relocation can only be done if the relocation will not cause any unreasonable interruption of the Licensee's ability to provide telecommunication services to the Licensee's customers and all reasonable costs attributed to physically relocating the Licensee's trade fixtures from the Site without unreasonable interruption of the Licensee's telecommunication services, will be done at the Licensor's sole cost.

20. **OVERHOLDING**

If without the Licensor's written consent the Licensee remains in possession of the Site after the expiration or other termination of the Term, the Licensee shall be deemed to be occupying the Site upon sufferance only, at a monthly rental equal to two times the Fee determined in accordance with Section 4 or market Fee; whichever is higher. Such sufferance may be terminated by the Licensor at any time by **30 days prior written notice of termination to the Licensee**, and by the Licensee on the last day of any calendar month by at least thirty (30) days' advance notice of termination to the Licensor.

21. **LICENSOR'S RIGHT TO RETAIN SECURITY DEPOSIT**

**Deleted in its entirety.**

22. **LICENSOR'S RIGHT OF ASSUMPTION**

**Deleted in its entirety.**



23. **TERMINATION**

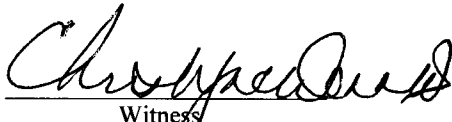
~~The Licensor shall reserve the right to terminate this Agreement at any time after giving the Licensee ninety (90) days prior written notice~~

**In the event the Licensee under this Agreement defaults and such default is not being diligently remedied with sixty (60) days after notice (force majeure excepted, the Licensor shall have the right to terminate this Agreement after giving the Licensee sixty (60) days prior written notice.**

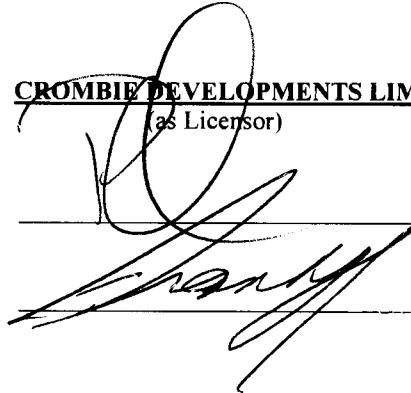
**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first above written.

**SIGNED, SEALED AND DELIVERED**


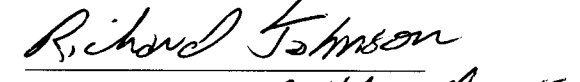
in the presence of

  
\_\_\_\_\_  
Witness

**CROMBIE DEVELOPMENTS LIMITED**  
(as Licensor)

  
\_\_\_\_\_

**TELUS COMMUNICATIONS COMPANY**  
(as Licensee)

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Manager, Building Access