

## TELECOMMUNICATIONS SITE AGREEMENT

**THIS AGREEMENT** made this 16<sup>th</sup> day of February, 2023.

**BETWEEN:** **Polaris Realty (Canada) Limited**  
(the "Landlord")

**AND:** **Telus Communications Inc.**  
(the "Tenant")

**IN CONSIDERATION** of the fee paid by Tenant to Landlord and the terms contained in this Agreement, Landlord leases to Tenant the premises and access rights shown on Schedule "B" described as follows:

- 1. SITE:** An interior space comprised of approximately 145 square feet on the basement level of 2700 Matheson Boulevard East, Mississauga, Ontario (the "Building"), as located upon the lands legally described in Schedule "A" attached hereto (the "Lands").
- 2. TERM:** Five (5) Years (the "Term") beginning on 1<sup>st</sup> day of July 2023 (the "Commencement Date") ending 30<sup>th</sup> day of June 2028 (the "Expiry Date").
- 3. RENT:** Shall be paid annually in advance beginning on the Commencement Date in the amount of forty (\$40.00) dollars per square foot or five thousand eight hundred dollars (\$5,800.00) per annum and four hundred eighty-three (\$483.33) dollars and thirty three cents per month plus HST.
- 4. EXTENSION:** Tenant is granted one (1) additional five (5) year extension of the initial Term at a fee to be ten (10) percent more than the rental rate of this Agreement.
- 5. USE AND ACCESS:** The premises and access rights by Tenant shall be for the purpose of installing, removing, replacing, relocating, maintaining, supplementing and operating, at its sole expense, telecommunications facilities and equipment and provision of telecommunication services, and where applicable, Tenant may connect its equipment and provide telecommunication services by cables and wires to the equipment of other occupants at the Site. Tenant shall have 24 hour, 7 day a week access to the premises subject to Landlord's reasonable security requirement and access cards and/or keys provided by Landlord at Tenant's expense.
- 6. UTILITIES:** Any utilities required for the operation of the telecommunications facilities shall be the sole responsibility of Tenant, and electrical consumption shall be determined by separate meter with direct invoices from local utility, if applicable. The Tenant shall have the option to install a hydro meter at Tenant's sole cost during the Term, at Tenant's discretion, if deemed necessary. The Landlord shall calculate the

Landlord [  ]  
Tenant [  ]

Term, at Tenant's discretion, if deemed necessary. The Landlord shall calculate the consumption of the equipment and the Tenant shall pay the cost on an annual charge. The Landlord shall have the right to review and recalculate as required if the consumption changes during the Term or the extension period.

7. **EQUIPMENT:** At any time following the full execution of this Agreement, Tenant shall ensure that Tenant's equipment does not interfere with the signals or services of other telecommunications service providers granted prior access to the Building. Towers, poles, shelters, cabinets, pedestals, antennas and mounts shall remain the personal property of Tenant. Upon the expiry, or earlier termination of this Agreement, Tenant at its sole cost and expense, shall remove any and all installations on the Lands, Building or within the Leased Premises as required by Landlord, and shall make good any and all damage caused thereby and the premises will be restored to its original condition.

Tenant, shall obtain all required permits and approvals the installation in accordance with the plans and specifications approved by Landlord. The location of the interior space leased in the Building and the alignment and location of the antenna on the Building shown on the plan attached hereto as Schedule "B" shall be determined by Landlord in its sole and absolute discretion.

Any and all work required to accommodate the foregoing shall be at Tenant's sole cost and expense. Any work, ie. core drilling, concrete cutting, power distribution, sprinklers relocation etc. shall be performed by Landlord on behalf of Tenant and at the sole expense of Tenant. Tenant shall compensate Landlord with a supervision fee equal to a maximum of 10% of the total cost of the installation. The Tenant agrees to pay for the Landlord's costs incurred as outlined in this Agreement plus 10% management fee as a direct result of Tenant's installation of facilities and that those costs be estimated and agreed to in advance and in writing before any work commences, all parties acting reasonably.

Tenant shall at all times be solely responsible for the repair and maintenance of the conduit and related equipment at its sole cost. All equipment that Tenant intends to install, improve or alter is subject to the prior approval of Landlord and is to be installed, improved or altered in accordance to the plans and specifications approved by Landlord.

8. **INDEMNIFICATION/INSURANCE:** Tenant shall indemnify and save harmless Landlord for any loss, claim or damage to person or property arising out of the installation or use of the Lands, Building and Leased Premises by reason of this Agreement by Tenant or caused by Tenant's negligence or the negligence of those for whom it is responsible in law. Tenant shall maintain in force public liability and property damage insurance coverage of not less than five million dollars (\$5,000,000.00), and Tenant shall add Landlord and any other parties named by Landlord, to Tenant's insurance as an additional insured. Tenant shall ensure that Landlord is at all times in possession of evidence of insurance as required.

Landlord [  ]  
Tenant [  ]

- 9. **DEFAULT AND TERMINATION:** Landlord shall be entitled to terminate this Agreement in the event of any breach of this Agreement by Tenant if Tenant fails to cure or to commence in good faith to cure such breach within thirty (30) days following written notice of such breach from Landlord. Upon expiry, or earlier termination of this Agreement the Tenant must remove all associated cables, wires conduit, antennas and make good the surfaces as required by the Landlord.
- 10. **ASSIGNMENT:** This Agreement may be assigned by Tenant to its affiliates, lenders or purchasers of its assets. Such assignment is subject to Landlords approval not to be unreasonably withheld.
- 11. **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):

Landlord:  
Polaris Realty Canada Limited  
Address:  
105-2605 Skymark Avenue  
Mississauga, Ontario  
L4W 4L5

Tenant:  
Telus Communications Inc.  
Address:  
25 York Street, 22<sup>nd</sup> Floor  
Toronto, Ontario  
M5J 2V5

Attention: Managing Director  
Facsimile: 905-238-8039

Attention: Richard Johnson  
richard\_johnson@telus.com

- 12. **SCHEDULES:** The following schedules are attached to and form part of this Agreement:

Schedule "A" - Legal Description  
Schedule "B" - Plans of Premises

- 13. **MISCELLANEOUS:**

- (a) This Agreement, including all schedules attached hereto, is the entire agreement between Landlord and Tenant and contains all agreements, promises and understandings between the parties concerning the subject matter described herein. Any amendments to this Agreement must be in writing and signed by both parties.
- (b) This Agreement shall be governed by the laws of the province in which the Building is located, and Landlord and Tenant shall comply with and conform to all applicable laws, by-laws, and regulations of any governmental or regulatory authority having proper jurisdiction over the subject matter of this Agreement.
- (c) Should any portion of this Agreement be found to be invalid, illegal or unenforceable, such provision shall be severed without affecting the balance of this Agreement.

Landlord [  ]  
Tenant [  ]

- (d) This Agreement shall be binding on the parties and their respective successors and assigns.
- (e) Each party shall be excused for any delay in performance of any of the provisions hereunder if such delay is due to Force Majeur, weather or circumstances beyond the affected party's reasonable control.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
**LIMITED**

**POLARIS REALTY (CANADA)**

DocuSigned by:  
  
 D9BF471135524BE

Name: Gordon Robb  
Title: Managing Director

Dated this 16<sup>th</sup> day of February 2023.

**TELUS COMMUNICATIONS INC.**



Name: Richard Johnson  
Title: Manager, Building Access

Landlord [  ]  
 Tenant [  ]

**SCHEDULE "A"**

**LEGAL DESCRIPTION**

**PIN No.: 13297 0586 (LT)**

PT BLK 4 PL 43M533 DES PTS 1,2 11 PL 43R27430 MISSISSAUGA S/T DP2708 S/T  
RIGHT TO ENTER IN FAVOUR OF THE BELL TELEPHONE COMPANY OF CANADA,  
MISSISSAUGA HYDRO-ELECTRIC COMMISSION AS IN LT495241. S/T RIGHT TO  
ENTER IN FAVOUR OF THE BELL TELEPHONE COMPANY OF CANADA,  
MISSISSAUGA HYDRO ELECTRIC COMMISSION AS IN LT834201. T/W ROW OVER PT  
BLK 4 PL 43M533 DES PT 10 PL 43R27430 IN FAVOUR OF PT BLK 4 PL 43M533 DES  
PTS 1,2,11 PL 43R27430 AS IN PR312076 ( S//T 74437,91 081,TT120053,TT144298,  
VS248789, LT485110, LT495242, LT495244, LT499080, LT834021, LT2057426, PR232562)  
S/T ROW OVER PT BLK 4 PL 43M533 DES PT 11 PL 43R27430 IN FAVOUR OF PTS 3, 4,  
9, 10 PL 43R27430 AS IN PR312076.

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**SCHEDULE "B"**

Plans of Premises

Landlord [  ]  
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