

**TELECOMMUNICATIONS LICENCE AGREEMENT**

**THIS TELECOMMUNICATIONS LICENCE AGREEMENT** (the "Agreement") dated the 27<sup>th</sup> day of February, 2020,

**BETWEEN:**

**HER MAJESTY THE QUEEN** in right of Canada as represented by the **Minister of Public Works and Government Services** (the "Licensor")

**OF THE FIRST PART**

- and -

**TELUS Communication Company** having its office at, **25 York Street, 22<sup>nd</sup> Floor, Toronto, Ontario, M5J 2V5** (the "Licensee")

**OF THE SECOND PART**

**WHEREAS:**

1. By a Lease dated as of the 31st day of October, 2007, (the "Head Lease"), CANADIAN LEASEBACK (GP) INC. leased to HER MAJESTY, THE QUEEN IN RIGHT OF CANADA as represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES the property known municipally as Skyline Complex – Tower 6, 1339 Baseline Road, Ottawa, Ontario (the "Property"), as more fully described in the Head Lease, for a term of twenty five (25) years commencing on the 31st day of October, 2007 and expiring the 30th day of October, 2032;
2. The Licensee acknowledges that the Licensor is the holder of a leasehold interest in the Building, and the Licensor acknowledges that it has the necessary authority to enter into this Agreement;
3. The Licensee wishes to license space to provide telecommunications services, for the GCNET/NRCAN service, within the Property under the conditions described herein and has full authority without further consent from any other party to negotiate and execute this Agreement with the Licensor.

**NOW THEREFORE, WITNESSETH THAT** in consideration of the covenants and agreements herein contained and the sum of Ten Dollars (\$10) and other good and valuable consideration paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), the parties hereto hereby acknowledge, covenant and agree as follows:

**ARTICLE I - LICENSE**

**1.1 Licensed Area and Use**

(a) The Licensor hereby grants to the Licensee a non-exclusive License:

(i) to install, maintain, operate, repair, replace, and remove, at the Licensee's sole expense and risk, "**Communications Equipment**" (defined as the cabinets, racks and other electronic equipment specified in Schedule A), on and in the Equipment Area (as hereinafter defined and as described in Schedule B);

(ii) to install, maintain, operate, repair and replace at the Licensee's sole expense and risk, certain "**Connecting Equipment**" (the cables, conduits, inner ducts, connecting hardware and other passive equipment, as specified and described in Schedule C), together with the right to pull such Connecting Equipment through the Property's "**Entrance Link**" (defined as the core sleeve penetration through the Property foundation) and through other "**Property Communications Spaces**" (defined as the telecommunications pathways necessary to reach from the Entrance Link to Licensee's Equipment Area and from the Equipment Area to the Licensee's customers, as may be necessary to provide telecommunications services to Licensee's customers and as designated and approved by the Licensor. The Licensee's Communications Equipment and Licensee's Connecting

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Equipment are collectively referred to in this Agreement as "**Licensee's Equipment**" and the Entrance Link, Property Communications Spaces and Equipment Area are collectively referred to as the "**Licensed Area**";

(iii) to use the Licensor's existing telecommunications wiring, if available, at prevailing rates consistent with the most current Canadian Radio-Television and Telecommunications Commission (CRTC) guidelines for use of such wiring, in order to connect Licensee's Equipment to Licensee's customers located in the Property. The Licensor may permit use of existing Property Entrance Link and existing Property wiring only to the extent that Licensor has the possession of and authority to allow such use of said facilities. In no event shall Licensor be obligated to provide such allowed use of facilities to the extent that it does not own, control, or have authority to allow such usage; and

(iv) for right of ingress and egress for the Licensee's employees, servants and agents, customers and invitees, to the use of the elevators, entrances lobbies, hallways, stairways, driveways, common loading and stopping areas in and about the Property, hereinafter referred to as the "**Common Areas**".

(b) The Licensor shall provide approximately 1.5 square meters of floor space in the Property and in a location designated by the Licensor and shown shaded on the floor plan attached as Schedule "B" (the "**Equipment Area**"). The Equipment Area will be used by the Licensee as the Property service site and for only that purpose. The Licensee is expressly forbidden to serve other properties from this location without the prior written permission of the Licensor. Additional fees and conditions may be required, as agreed to between the parties, for using Licensee's Equipment Area as a service point for other properties outside the Property.

(c) The Licensor shall have the right in its sole discretion, to reasonably limit the type, size and location of Licensee's Equipment located in the Property. Further, the Licensor may in its sole discretion, acting reasonably, require Licensee to relocate within the Property any or all of the Licensee's Equipment, including the Equipment Area, as further specified in Section 5.1 of this Agreement.

(d) The Licensee hereby accepts and assumes full and exclusive liability for, and shall hold the Licensor harmless from, the payment of all taxes, monies and other expenses arising from the conduct of Licensee's business in the Property.

(e) The License granted herein is not exclusive. Licensor hereby reserves the right to grant, renew or extend similar Licences to others.

(f) The Licensee shall use the Licensed Area solely for the purpose of providing Property Licensees with telecommunications services ("**Permitted Use**").

(g) This Agreement creates a Licence only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property, Property Communications Spaces, or Equipment Area by virtue of this Agreement or Licensee's use of the Property, Property Communications Spaces or Equipment Area pursuant hereto. Licensee further acknowledges that in no event shall the relationship between Licensor and Licensee be deemed to be a Licensor-Licensee relationship and that in no event shall Licensee be entitled to avail itself of any rights afforded to Licensees under the laws of the Province of Ontario.

(h) The Licensor acknowledges and agrees that title to, and ownership of, the Licensee's Equipment shall remain with the Licensee at all times notwithstanding that the Licensee's Equipment may be affixed to a part of the Property for the time being.

## 1.2 Inspection

The Licensor makes no warranty or representation that the Licensed Area or the Property are suitable for the Licensee's use. The Licensee hereby acknowledges and agrees that: (i) it has inspected the Licensed Area and related drawings, plans and specifications, (ii) it is entering into this Agreement and accepting its rights to use the said areas and the state and condition thereof on an "as is" basis in the then existing condition thereof, (iii) the Licensee has found the Licensed Area and accepted the state and condition thereof in good working order and condition free from defects and deficiencies and (iv) there is no covenant, agreement, promise, representation, warranty, condition or undertaking, whether expressed or implied, collateral or otherwise, whether oral or written, by or binding upon the Licensor or any agent or any representative or any other person with respect to any zoning, use, development, alteration or decoration, or installation of equipment or fixtures in or in connection with the Licensed Area or any part thereof, except such, if any, expressly set forth in this Agreement.

## 1.3 Term

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(a) The License shall be for a term of three (3) years unless otherwise provided for herein (the "Term") commencing on the earlier of the following dates, (i) the day on which the Licensee begins installing any part of the Licensee's Equipment; or (ii) on the first (1<sup>st</sup>) day of March 2020 (the "Commencement Date") and ending on the twenty-eighth (28th) day of February 2023 except as otherwise provided herein and so long as the Licensee actively and continuously uses the Licensee's Equipment as part of its ongoing business and only for the Permitted Use as part of the ongoing business of the Licensee, and for no other business or purpose and only in a reputable and first-class manner.

#### 1.4 Licensee's Warranty

The Licensee warrants that the operation of the Licensee's Equipment will not interfere with the operation of any existing radio or telecommunication equipment installed in the Property that is operating within Industry Canada guidelines, nor will the operation of the Licensee's Equipment interfere with the use and enjoyment of the Property by any other occupant of the Property and their employees, customers and invitees. In the event that the operation of the Licensee's Equipment does interfere with the operation of any existing radio or telecommunication equipment installed in the Property that is operating within Industry Canada guidelines, and if the Licensee fails to remedy such condition within 24 hours after notice thereof by the Licensor (or, if the interference cannot be remedied within such 24 hour period, the Licensee fails to begin to remedy such interference within 24 hours of receipt of such notice or thereafter fails to diligently complete such remedy), then the Licensor may, in addition to its rights pursuant to Section 4.2 of this Agreement, enter upon the Licensed Area and remedy the condition giving rise to such interference and the cost thereof, plus a sum equal to fifteen percent (15%) of such cost representing the Licensor's overhead, shall be paid by the Licensee to the Licensor.

#### 1.5 Telecommunication Management

(a) The Licensee acknowledges and agrees that the Licensor shall have the right, but not the obligation, to co-ordinate, restrict, enforce and approve all third party riser management firms who wish access to the Property's risers. The Licensee acknowledges that the Licensor may retain a riser management firm or other third party manager to co-ordinate, supervise and approve the work of all telecommunication contractors, at the Licensor's cost unless otherwise specified in this agreement or agreed to in advance by the Licensee.

(b) The Licensee recognizes that the Licensor may desire to provide access to existing and future telecommunications service providers of Property Licensees, and the Licensor may deem it desirable to achieve this objective through shared usage of some or all of the Property Communications Spaces. The Licensor may purchase from the Licensee, those portions of the Licensee's Connecting Equipment, excluding wiring that the Licensor, in its sole discretion, determines is necessary to incorporate efficiencies in the Property Communication Spaces. The Licensor acknowledges that the Licensee may be bound by service agreements with clients located in the Property to retain ownership of its Connecting Equipment and cannot be compelled to sell those portions of the Licensee's Connecting Equipment. The purchase price of such portions of Licensee's Connecting Equipment shall be determined on the basis of their undepreciated capital cost at the time of Licensor's written notice to purchase. In connection with any such purchase, the Licensor agrees to negotiate the terms of this License, to allow for continued use of the sold Connecting Equipment, at a price that reflects fair market rates.

#### 1.6 Laws

(a) The Licensee shall comply with all applicable federal, provincial, municipal or local environmental laws, regulations, orders, approvals, judgments or rules (which, for greater certainty, shall be deemed to include, without limitation, radio telecommunication authorities governing the Licensee's Equipment) and indemnify and save harmless the Licensor from and against any and all losses, claims, actions, damages, liabilities and expenses, including legal fees in connection with any breach of such environmental laws, regulations, orders, approvals, judgments or rules. The Licensee shall immediately advise the Licensor of any environmental deficiencies identified during the installation, operation, maintenance, repair, replacement or removal of the Licensee's Equipment, or any use of the Licensed Area as further specified in Section 3.2 of this Agreement, and, notwithstanding the provisions of Section 3.2 of this Agreement, the Licensor, in its sole discretion, may elect to repair such environmental deficiencies or may, upon sixty (60) days' written notice to the Licensee, terminate this License. **Upon termination, all prepaid occupancy fees shall be adjusted to the date of termination.**

(b) If a clause or part of a clause contained in the License shall be judicially held invalid or unenforceable, including any Orders from the Canadian Radio-Television and Telecommunication Commission, the remainder of this License shall be interpreted as if such clause had not been included.

#### 1.7 Integrity Provisions

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The Ineligibility and Suspension Policy (the "Policy") in effect on the date this Lease comes into force, and all Directives in effect on that date, are incorporated by reference into, and form a binding part of, the Lease. The Tenant must comply with the provisions of the Policy and Directives, which are available on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.

## ARTICLE II - AMOUNTS PAYABLE

### 2.1 License Fee

In addition to all charges, costs and other amounts payable by the Licensee pursuant to this Agreement, the Licensee shall pay to the Licensor throughout the duration of this Agreement an annual fee for the occupancy of the Licensed Area in the amount of **Zero and 00/100 Dollars (\$0.00)** (the "Fee").

### 2.2 Licensed Area Taxes – Intentionally Deleted

### 2.3 Utilities

The Licensee shall be solely responsible for and shall pay to the Licensor, or as the Licensor may otherwise direct, from time to time, as a charge for utilities with respect to the Equipment Area, the total cost of supplying utilities used or consumed in or with respect to the Equipment Area and/or the Communications Equipment and the cost of any other charges levied or assessed in lieu of or in addition to such utilities, as determined by the Licensor and all costs incurred by the Licensor in determining, allocating and attributing such charge or utilities including, without limitation, professional, engineering and consulting fees, of any, and an administration fee of 15% of the aggregate costs referred to in this sentence. The Licensee agrees at any time during the currency of this Agreement, the Licensor may require the Licensee to install, at the Licensee's sole expense, a separate meter to measure the consumption of electricity by the Communications Equipment. The Licensee shall pay to the Licensor and as directed by the Licensor, either as a one-time charge or in monthly installments in advance based on estimates by the Licensor and subject to adjustment by the Licensor within a reasonable time after the end of the year for which such estimate has been made. Without limiting the generality of Section 6.2 of the Agreement, in no event shall the Licensor be liable for, nor shall the Licensor have any obligation with respect to, any interruption or cessation of, or any failure in the supply of, any utilities, services or systems whatsoever in, to or serving the Property, the Equipment Area or the Communications Equipment, or any part thereof, whether or not supplied by the Licensor or others.

### 2.4 Costs of Other Services

(a) The Licensee shall pay to the Licensor all charges for providing additional services in connection with the installation and operation of the Communications Equipment as reasonably determined by the Licensor from time to time. Such charges may include, without limitation, charges for security, supervision, receiving, storing and handling of materials and articles, moving of materials and articles, removal of items or substances deposited or discharged on, in or about the Licensed Area or elsewhere in the Property, as determined by the Licensor from time to time. Upon written request by the Licensee, the Licensor will provide a cost estimate in advance of supplying or performing such services, at the Licensee's cost. The Licensee shall first approve such estimate, acting reasonably, before any such services are performed. The Licensee, from time to time, may request services from the Licensor and the Licensor shall have the right to provide them. If the Licensor elects not to provide them, then they shall be provided only by persons approved in writing by the Licensor acting reasonably. The Licensee shall be solely responsible for all costs for the construction of any additional facilities including, but not limited to, risers and telecom rooms, if such facilities are required to accommodate the installation of the Licensee's Equipment.

(b) Unless otherwise expressly agreed to by the Licensor and Licensee to the contrary, the cost of all work, materials and other services performed or supplied by the Licensor at the request of the Licensee, respecting the Licensed Area plus an administration fee of 15% thereof shall be paid for by the Licensee to the Licensor. In addition, in the event that the Licensor, acting reasonably, determines that certain other services are required, the Licensor will provide notice in advance to the Licensee and the Licensee shall pay to the Licensor all charges for all such other services in accordance with this Section whether or not such special services were requested by the Licensee. The Licensor will provide notice where reasonable in advance of supplying or performing special services.

### 2.5 Payment

The Licensee shall pay to the Licensor, in lawful money of Canada, within 30 days following receipt from the Licensor of invoices therefore, but without further notice or demand, all amounts required to be paid by the Licensee to the Licensor under this Agreement, save for Fee and charges set forth in Sections 2.1 and 2.3 of this Agreement which shall be payable as set forth in such sections, failing which the Licensee shall be in default under this Agreement. All amounts payable by the Licensee to the Licensor pursuant to this Agreement past due shall bear interest from the date on which the same become due until the date of

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payment at five percent (5%) per annum in excess of the prime interest rate charged by any Canadian chartered bank designated by the Licensor.

### **ARTICLE III - CONSTRUCTION, HAZARDOUS MATERIALS, MAINTENANCE AND ACCESS**

#### **3.1 Construction**

(a) The Licensee, at its expense and at all times under the supervision of the Licensor, shall install the Licensee's Equipment, including any and all fittings, anchors and other materials used to secure the Licensee's Equipment on the Licensed Area, shall prepare the Licensed Area and shall carry out any Licensee's Additional Work, hereinafter described in Section 3.1 (c), such work collectively referred to as the "Installation Work". The Installation Work shall be of a first class professional nature, quality and design, and subject to the Licensor's prior written approval. The Installation Work and the Communications Equipment shall be provided and installed by the Licensee in accordance with the plans, drawings and specifications submitted by the Licensee in advance and which shall be subject to and which shall require the Licensor's prior written approval. In no event shall Licensor's approval of such plans be deemed a representation that Licensee's Equipment will not cause interference with other systems in the Property or that Licensee's plans comply with applicable laws, rules or regulations, since such responsibility shall remain with Licensee. Where required by the Licensor, the Licensee shall obtain the written assurances of a professional engineer with respect to the Installation Work conforming to all required safety measures including wind load resistance and floor load capacity. The Installation Work shall be performed: (i) at the sole cost of the Licensee; (ii) by contractors and workmen approved by the Licensor; (iii) in a good and workmanlike manner; (iv) in accordance with drawings and specifications approved by the Licensor; (v) in accordance with all applicable laws and regulations; (vi) subject to the reasonable regulations, supervision, control and inspection of the Licensor; and (vii) subject to such indemnification against liens and expenses as the Licensor reasonably requires. Upon completion of the Installation Work and any and all subsequent alterations, the Licensee shall, at its expense, submit to the Licensor a complete set of "as-built" mechanical, electrical, architectural and structural drawings, and electronic copies therefore, of the Equipment Area reflecting the completed work. The Licensee shall pay to the Licensor, the Licensor's reasonable costs of reviewing the drawings and specifications and supervising all such work. Upon written request by the Licensee, the Licensor will provide advance notice and a cost estimate of supervisory work performed at the Licensee's cost. The Licensee must first approve such estimate, acting reasonably, before any work is performed. Notwithstanding the foregoing, the Licensor shall have the right to perform any or all of the Property related Installation Work at the Licensee's cost, and the Licensee shall pay to the Licensor the cost of such related work plus a sum equal to 15% of such cost representing the Licensor's overhead, all as reasonably determined by the Licensor.

In this subsection where the Licensor's approval is required, such approval shall not be unreasonably withheld or delay; it being understood and agreed by the parties that since the Licensor is the Federal government of Canada, the 'reasonableness' may not be commercially reasonable. For clarity, but without limiting the generality of the foregoing, the parties further acknowledge that it shall not be unreasonable for the Licensor to either or both deny and delay approval for reasons outside of the Licensor's license administrator's control (including without limitation, failing to or delays in obtaining approval from the National Capital Commission), changes in government, changes in Ministers, changes in Parliament, government process and changes in government policy and guidelines).

(b) The Licensee shall, at its sole cost, obtain all required permits, licenses, consents and other approvals, as the case may require, for the installation, maintenance and operation of the Licensee's Equipment.

(c) Without limiting the generality of the foregoing provisions of this Section 3.1, specific preparations, installations and relocations as a result of this license (the "Licensee's Additional Work") are as defined in Schedule "D".

(d) For all new installations, the Licensee shall label each cable placed in the telecommunications pathways, in each telephone closet through which said cables pass, with identification information including, but not limited to, License Agreement Number (to serve as identification) floor where cable originates and floor where cable terminates, and any other information as may be reasonably required by Licensor.

(e) Licensee shall not during construction or otherwise, in Licensor's sole and reasonable judgment, block access to or in any way obstruct, interfere with or hinder the use of the Property's loading docks, the sidewalks around the Property or any entranceways thereto. If such conditions shall occur, Licensee shall take corrective action as promptly as feasible, but in no event more than twenty four (24) hours following notice by Licensor of such conditions.

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(f) Licensee shall have the right to amend Schedules A and C, from time to time, with the prior written consent of Licensor, which consent shall not be unreasonably withheld, for the purpose of serving additional Property Licensees. All terms and conditions of this Section 3 shall apply to such circumstances.

(g) The Licensor may: (a) alter, construct improvements to, rearrange and construct additional facilities in the Property; (b) relocate the facilities and improvements in or comprising the Property; (c) do such things on or in the Property as required to comply with any laws, by-laws, regulations, orders or directives affecting the Lands or any part of the Property; and (d) do such other things on or in the Property as the Licensor determines to be advisable.

### **3.2 Hazardous Materials**

(a) Licensee shall not install or bring any hazardous substance or material onto the Property. In the event that any hazardous materials are installed or brought into the Property by or on behalf of Licensee, then Licensee shall cause the removal of same within twenty-four (24) hours of Licensor's written notice and shall indemnify and hold Licensor harmless from any claim, loss, cost, damage, or expense resulting from such hazardous materials or from Licensor's removal thereof. In the event that Licensee shall discover, uncover, disturb, or otherwise reveal any existing hazardous materials within the Property, Licensee shall immediately stop any work in progress and report such findings to Licensor within twenty-four (24) hours. Licensee shall not conduct any further work in the reported area without Licensor's prior written approval.

(b) Licensee shall have three options upon discovery of pre-existing hazardous material and cessation of work as described above: (i) Reroute its planned access route to avoid such hazardous material areas; (ii) Terminate this Agreement according to the procedure set forth in Section 4; (iii) Reschedule its installation work to a period after Licensor has completed corrective action; provided, however, that Licensee may terminate this Agreement upon written notice to Licensor if such corrective action has not been commenced and diligently pursued within thirty (30) days after Licensor's receipt of notice of Licensee's discovery of the hazardous materials.

(c) Licensee is hereby released and indemnified from any responsibility for managing, monitoring, or abating, and shall not be deemed to have ownership of hazardous materials, including asbestos, pre-existing within the Property and undisturbed by Licensee, or brought on the premises, into the Property, on, in or under the land upon which the Property is located, by any other Licensee or by Licensor.

### **3.3 Maintenance and Repair**

(a) All maintenance, repairs and replacements of or to the Licensee's Equipment and any and all fittings, anchors and other materials used to secure the Communications Equipment on the Equipment Area shall be performed by, and shall be the sole responsibility of, the Licensee, at its sole expense.

(b) Except for the maintenance, repairs and replacements referred to in Section 3.3 (a) above, all maintenance, repairs or replacements (whether structural, major or otherwise) of or to the Licensed Area or any other part of the Property due to or arising from: i) the Licensee's use of the Licensed Area, ii) the installation or operation of the Licensee's Equipment; or iii) the installation of any wiring in connection therewith, shall be performed by the Licensor, acting reasonably, at the Licensee's sole cost, as reasonably determined by the Licensor, and the Licensee shall pay to the Licensor such costs.

(c) In the event that: (i) the Property is damaged or destroyed or requires repair, replacement or alteration as a result of the act or omission of the Licensee, its employees, agents, invitees, licensees, contractors or others for whom it is in law responsible; or (ii) if the Licensor determines, that any repairs, replacements or improvements to any part of the Property, including, without limitation, to any of the systems of the Property, are required as a result of the use of the Licensed Area by the Licensee, the cost of the resulting repairs, replacements, improvements or alterations shall be paid by the Licensee to the Licensor.

(d) If, acting reasonably and in its sole discretion, the Licensor determines that: (i) the presence of the Licensee's Equipment in the Property; (ii) the state of repair of the Licensee's Equipment; or (iii) the Licensee's use of the Property, creates an emergency situation, the Licensor shall attempt to notify the Licensee as per the instructions in Schedule "E" and, if the Licensor can so notify the Licensee, advise the person or leave a message that it is cutting the power to the Licensee's equipment. The Licensee, have the absolute and unfettered right to take such actions as the Licensor, acting reasonably, determines is required to remedy such emergency and the cost of such actions, plus a sum equal to fifteen percent (15%) of such cost representing the Licensor's overhead, shall be paid by the Licensee to the Licensor.

### **3.4 Access**

The Licensee may only have access to the Licensed Area pursuant to this License and in accordance with the instructions of the property manager responsible for the Property. The Licensee acknowledges and agrees that its representatives or contractors may be required to obtain suitable security clearance prior to

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obtaining access to the Licensed Area. The Licensee may have access to said areas twenty-four (24) hours per day, seven (7) days per week provided that the Licensee provides the Licensor with as much prior notice as possible, and in the event that the Licensee requires access to said areas before 8:00 a.m. or after 6:00 p.m. between Monday and Friday or at any time on a Saturday, Sunday or statutory holiday, the Licensee shall pay an additional fee based on an agreed hourly rate as per the 'Public Works Canada Services Program - Hourly Billable Rates Table' directive effective as of the date of this License and as amended from time to time, which is published periodically. An administration fee of fifteen percent (15%) will be added to said hourly rates which amount the Licensee shall pay to the Licensor forthwith upon demand.

#### **ARTICLE IV - TERMINATION**

##### **4.1 Restoration of the Equipment Area**

(a) Except as may be specifically provided for in this Section, the Licensee's Equipment shall at all times remain the property of the Licensee. The Licensee, at the expiration or earlier termination of this Agreement, at its cost shall: (i) remove the Licensee's Equipment, all trade fixtures and all of the Licensee's personal property from the Licensed Area, (ii) restore said areas to the condition it was in as of the date of initial installation (section 1.2), reasonable wear and tear excepted, (including, without limitation, the removal and disposal of any and all hazardous or toxic substances and containers therefore in accordance with all applicable laws and the requirements of all authorities and all required repairs and restoration of the roof of the Property), and (iii) otherwise peaceably surrender and deliver up vacant possession of the said areas to the Licensor (in as good order, condition and repair as the Licensee is required under this Agreement to maintain and keep the Licensed Area). The Licensee, at its cost, shall repair any damage caused to the Property or any part thereof by such removal or restoration. If the Licensee does not remove its Licensee's Equipment, trade fixtures and personal property at the expiry or earlier termination of this Agreement, or has not begun to diligently do so within thirty (30) days of a written notice from the Licensor to this effect, then, at the option of the Licensor and without prejudice to any other rights or remedies available to the Licensor, the Licensee's Equipment, trade fixtures and personal property shall become the absolute property of the Licensor without payment of any compensation therefore to the Licensee and, without notice to the Licensee, may be removed from the Licensed Area and sold or disposed of by the Licensor in such manner as it deems advisable, all without any liability whatsoever to the Licensee. If the Licensee fails to repair any such damage or complete any work, removal, disposal or restoration referred to in this Section by the expiry or earlier termination of this License, the Licensee shall be responsible for, and shall indemnify and save harmless the Licensor from and against, all expenses, losses and damages caused by such failure, including, without limitation, the damages suffered by the Licensor for loss of use of the Licensed Area and the cost of removing and selling or disposing of such Licensee's Equipment, trade fixtures and personal property and restoring the Licensed Area to the condition it was in as of the date of initial installation (section 1.2), reasonable wear and tear excepted, plus a sum equal to fifteen percent (15%) of such cost representing the Licensor's overhead, shall be paid by the Licensee to the Licensor.

(b) The Licensee expressly acknowledges and agrees that the Licensee's obligations under Section 4.1(a) of this Agreement shall survive the expiry or termination of this Agreement and shall not merge.

##### **4.2 Default and Early Termination**

(a) In the event that the Licensee fails to perform, observe or comply with any of: (i) the provisions of this Agreement other than payment by the Licensee of all fees, charges and other costs; or (ii) the rules and regulations and amendments thereto, from time to time, applicable to the Licensed Area or to the use thereof, then the Licensor, in addition to and without limiting any other right or remedy of the Licensor, shall have the immediate right, to be exercised by written notice to the Licensee, to suspend the right to use the Licensed Area granted under this Agreement (until such failure is remedied by the Licensee). In the event that: (A) the Licensee fails to remedy such breach within fifteen (15) days (or such shorter period as may be provided in this Agreement), or (B) if such breach cannot reasonably be remedied within fifteen (15) days or such shorter period, the Licensee fails to commence to remedy such breach within fifteen (15) days or such shorter period or thereafter fails to proceed diligently to remedy such breach, in either case after the suspension notice set forth in this Section 4.2(a), then the Licensor shall have the further right, to be exercised by written notice to the Licensee, to terminate this Agreement.

(b) In the event that the Licensee is deemed to be in default of this Agreement pursuant to Sections 2.1 and/or 2.5 of this Agreement as a result of a failure to pay amount(s) owing by the Licensee, the Licensor shall have the immediate right, to be exercised by written notice to the Licensee, to either: (i) suspend the right to use the Licensed Area granted under this Agreement (until such failure is remedied by the Licensee); or (ii) terminate this Agreement upon ten (10) days written notice to cure the default.

(c) In the event that the Licensee abandons the Licensed Area or ceases to continuously and actively use the said areas for the Permitted Use for a period greater than ten (10) consecutive days, the Licensor shall have the immediate right, to be exercised by written notice to the Licensee, to terminate this Agreement.

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(d) If either the Licensor or Licensee excuses or condones any default by the other of any obligation under this Agreement, no waiver of such obligation shall be implied in respect of any continuing or subsequent default.

(e) The Licensor may at any time terminate this Agreement as of any date, by written notice (the "**Termination Notice**") to the Licensee given to the Licensee at least sixty (60) days prior to the effective date of termination wherein the Licensor notifies the Licensee of the effective date of the termination (the "**Termination Date**") and that: (i) the Licensor intends to commence a bonafide construction, demolition or redevelopment of all or any portion of the Property such that, in the opinion of the Licensor acting reasonably and in its sole discretion, the occupation of the Licensed Area by the Licensee will prevent, obstruct, delay, or otherwise adversely affect such construction, demolition or redevelopment; (ii) the Licensor has entered into a bonafide agreement with another party to occupy office, industrial, retail or residential premises in the Property, and such party requires use of all or a portion of the Licensed Area; or (iii) the Licensor has entered into a bonafide sale of a portion or all of the Property that includes any portion of the Licensed Area with a bonafide purchaser.

(f) In the event that: (i) any portion of the Licensed Area or the Property are damaged or destroyed and cannot be repaired and rendered fit for normal use within 60 days of the happening of such injury; (ii) any portion of the Licensed Area or the Property are damaged or destroyed by a cause for which the Licensor is not insured or not required to insure against or the cost of repairing such damage or destruction exceeds the insurance proceeds available; or (iii) any other damage or destruction occurs to the Licensed Area or Property that entitles the Licensor to terminate any License for the Property, the Licensor on written notice to be given within thirty (30) days of the happening of such injury, may terminate this Agreement and the Licensee shall immediately deliver vacant possession of the Licensed Area to the Licensor.

(g) In the event that the Licensee no longer requires this Agreement to provide telecommunications services to the Licensor at the Property, the Licensee or the Licensor, as the case may be, may terminate this License by giving the other party at least thirty (30) days advance written notice.

#### ARTICLE V - RELOCATION

##### 5.1 Relocation

The Licensor shall have the right at any time, acting reasonably, upon not less than 60 days' written notice (the "**Notice of Relocation**") to relocate the Licensee's Communications Equipment and/or Connecting Equipment to other premises in the Property (the "**Relocated Licensed Area**") in a location determined by the Licensor in consultation with the Licensee, and the following terms and conditions of this Section 5.1 shall apply:

(a) The Relocated Licensed Area accommodating the Communications Equipment ("**Relocated Equipment Area**") shall contain approximately the same area as, or greater area than, the Equipment Area, and the Relocated Equipment Area shall, in the reasonable opinion of the Licensor, be suitable for the Licensee's requirements of the Permitted Use.

(b) The Licensee and Licensor shall share equally in the reasonable, direct, out of pocket costs if any, of moving the Licensee's Equipment and any other Licensee's material contained in the Licensed Area, from the Licensed Area to the Relocated Licensed Area.

(c) The terms and conditions of this Agreement shall apply, mutatis mutandis, to the Relocated Licensed Area except to the extent such are inconsistent with the terms and conditions of this Section 5.1.

#### ARTICLE VI - INSURANCE AND INDEMNITY

##### 6.1 Licensee's Insurance

(a) The Licensee shall maintain the following insurance throughout the period that this Agreement is in effect at the Licensee's sole cost:

- (i) "**All Risks**" (including flood and earthquake) property insurance on property of every description owned by the Licensee or for which the Licensee is legally liable, situated in or on the Property including, without limitation, Communications Equipment and Licensehold Improvements of the Licensee; The policy shall include the Licensor as Loss Payable as its interest may appear;
- (ii) if and to the extent applicable, **Broad Form Boiler & Machinery insurance** on property of every description, as normally insurable by such a policy, owned by the Licensee or for which the Licensee is legally liable, situated in the licensed area and including without being limited to,

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Miscellaneous Electrical Apparatus and the Electronic Data and Communications Equipment and Data. The policy shall include the Licensor as Loss Payable as its interest may appear; and

- (iii) **Commercial General Liability insurance** shall be effected by the Licensee in an amount usual for a License of this nature, but, in any case, for a limit of liability **NOT LESS THAN \$10,000,000** per accident or occurrence and in the annual aggregate and composed of any combination of primary and excess (umbrella) insurance policies. Legal or defense costs shall not operate to decrease the limit of liability.
- (b) The commercial general liability insurance policy must include the following endorsements:
- (i) **Additional Insured:** Her Majesty the Queen in Right of Canada as represented by the Minister of PWGSC, is included as additional insured, but only with respect to liabilities that may arise from the License;
- (ii) **Notice of Cancellation:** The Insurer agrees to provide the Licensor thirty (30) days written notice of policy cancellation;
- (iii) **Cross Liability:** Without increasing the limit of liability, the policy shall protect all insured parties to the full extent of coverage provided and shall apply to each Insured in the same manner and to the same extent as if a separate policies had been issued;
- (iv) **Joint and Several Liability:** The policy shall respond to liability arising from negligence of the insured Licensee, any Insured, or joint negligence of Insured parties;
- (v) **Contractual Liability:** The policy shall, on a blanket basis or by specific reference to this License, extend to assumed liabilities with respect to contractual insurance provisions;
- (vi) **Contingent Employer's Liability:** To protect the Licensee for liabilities arising in the management and administration of statutory and contractual entitlements of its employees;
- (vii) **Employees and Volunteers as Additional Insured:** All employees and volunteers, on behalf of the Licensee, shall be included as additional insured;
- (viii) **Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident:** To provide, without contestation, for expenses incurred in instances of minor accidental bodily injuries;
- (ix) **Non-Owned Automobile:** To protect the Licensee for liabilities arising by its use of non owned vehicles; and
- (x) **Licensees Legal Liability Broad Form:** applicable to the premises; not sub-limited.
- (c) All policies referred to in this Section 6.1 shall: (i) be with Canadian licensed insurers reasonably acceptable to the Licensor; (ii) be in a form reasonably satisfactory to the Licensor and as per IBC forms or better; (iii) be non-contributing with, and shall apply only as primary, and not as excess to, any other insurance available to the Licensor to the extent of its rights as additional insured;
- (d) If the Licensee fails to take out or to keep in force any insurance referred to in this Section 6.1 or should any such insurance not be approved by the Licensor and should the Licensee not rectify the situation within 48 hours after written notice by the Licensor to the Licensee (stating, if the Licensor does not approve of such insurance, the reasons therefore), then the Licensee shall be in default of this agreement and the Licensor shall be entitled to all the remedies contained herein and at law including termination of this agreement without prejudice to the Licensor's right to recover any monies due and owing under the terms of this License.
- (e) It shall be the sole responsibility of the Licensee to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligations under the License. Any such insurance shall be provided and maintained by the Licensee at its own expense.
- (f) The insurance provisions contained herein shall not limit any insurance required by federal, provincial or municipal law.
- (g) The Licensee shall forward to the Licensor, upon the execution of the License a Certificate of Insurance containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements.

## 6.2 Loss or Damage and Indemnity

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The provisions of this Section 6.2 shall govern notwithstanding anything else in this Agreement to the contrary. For the purposes of this section, the Licensor shall be deemed to include its employees, authorized agents and those whom the foregoing are responsible for at law.

(a) Except to the extent caused by the gross negligence of the Licensor, the Licensor and the Licensee agree that the Licensor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Licensed Area or Property, or any part thereof, or loss or damage to property of the Licensee or of others located on the Licensed Area or elsewhere in the Property from any cause, nor be responsible for any loss of or damage to any property of the Licensee or others from any cause, whether or not such property is entrusted to the care or control of the Licensor or any of the Licensor's employees. Notwithstanding the foregoing, the Licensor and Licensee also agree that the Licensor shall not be responsible for any indirect or consequential damages that may be suffered or sustained by the Licensee or others from any cause whatsoever giving rise to any or all such death, injury, loss, or damage.

(b) Subject to subsection 6.2(d) and except to the extent caused by the gross negligence of the Licensor, the Licensee shall indemnify the Licensor and save it harmless from and against any and all loss (including loss of fees payable in respect of the Licensed Area and rent and fees payable by other occupants of the Property), claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury to the extent occasioned by any act or omission of the Licensee, occupancy or use of the Property by the Licensee or by anyone permitted to be on the Property by the Licensee or for whom the Licensee is responsible at law. If the Licensor shall be made a party to any litigation which the Licensee is required to indemnify the Licensor under this Section, then the Licensee shall protect, indemnify and hold the Licensor harmless and shall pay all expenses and reasonable legal fees incurred or paid by the Licensor in connection with such litigation. The Licensee shall also pay all expenses and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Licensor in enforcing the terms of this Agreement.

(c) The aforementioned obligations and indemnification shall survive the expiration or early termination of this Agreement.

(d) Notwithstanding subsection 6.2(b), the responsibility of the Licensee for any and all lost profits or revenues suffered or sustained by the Licensor which are caused indirectly by the occupancy or use of the Property by the Licensee or by anyone permitted to be on the Property by the Licensee or for whom the Licensee is responsible at law shall be determined in accordance with the common law. For clarity, when determining such responsibility, the parties shall not consider the indemnification provision contained in subsection 6.2(b), but shall consider the remainder of the contract.

## ARTICLE VII - GENERAL

### 7.1 Assignment

The parties acknowledge and agree that this Agreement and the non-exclusive right to use the Licensed Area granted herein are personal to ROGERS COMMUNICATION INC. and that the Licensee shall not be entitled to assign, sub-license, sell or otherwise transfer this Agreement or the Licensed Area or any part thereof without the prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Licensee may assign with notice to the Licensor the agreement to an "Affiliate" (as that term is defined in the Canada Business Corporations Act. Also, notwithstanding anything to the contrary herein in the event that: (i) the Licensee sells, as an ongoing concern, that portion of the Licensee's business that requires the Licensee's Equipment to such Affiliate ("Bonafide Assignee"); and (ii) the Licensee provides written notice to the Licensor of the particulars of such sale to the Bonafide Assignee, the Licensee may assign its interest in this Agreement to the Bonafide Assignee, provided that the original named Licensee as set forth herein shall remain jointly and severally liable with the Bonafide Assignee for the fulfillment of all of the terms and conditions of this Agreement until its expiry, including, without limitation, Section 4.1 of this Agreement.

### 7.2 Entire Agreement

a) This Agreement and the Schedules attached hereto set forth the entire agreement between the Licensor and Licensee concerning the granting of the Licensed Area for the purpose of installing and operating the Licensee's Equipment, and there are no covenants, representations, agreements, warranties, conditions or understandings in any way relating to the Licensed Area, or the subject matter of this Agreement except those set forth in this Agreement. This Agreement and its Schedules may not be modified except by agreement in writing executed and delivered by the Licensor and Licensee.

(b) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

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**7.3 Notices**

Any notice which either of the parties is required or permitted to give pursuant to any provision of this Agreement may, if intended for the Licensee, be by a writing left at the premises of the Licensee at:

**TELUS Communications Company  
25 York Street, 22<sup>nd</sup> Floor,  
Toronto, Ontario, 5J 2V5**

**Attention: Robert Beatty  
AVP, Building Access**

Mailed by registered mail or faxed addressed to the Licensee and if intended for the Licensor by a writing left at the premises of the Licensor at:

**Public Works and Government Services Canada  
191 Promenade du Portage, 3rd Floor,  
Gatineau, Quebec  
K1A 0S5**

**Attention: Commercial Operations**

**with a copy to:**

**Maple Leaf Property Management  
Portfolio Office  
90 Sparks Street  
Ottawa, Ontario  
K1P 5B4**

**Attention: Property Manager**

Mailed by registered mail or faxed addressed to the Licensor and such notice shall be deemed to have been given at the time it was delivered, mailed or faxed as the case may be.

**7.4 Force Majeure**

Notwithstanding anything to the contrary contained in this License, if the Licensor or the Licensee is, in good faith, delayed or prevented from the performance of any term, covenant or condition required under this License by reason of strikes, labour troubles, governmental laws, regulations or controls, riots, civil commotion, insurrection, war, acts of God or other circumstances beyond their reasonable control, then the performance of such term, covenant or conditions shall be excused for the period of the delay and the party so delayed shall be entitled to perform such term, covenant or condition within a reasonable time after the cause for the delay ceases. This section does not operate to excuse the Licensee from the payment of the Fee as required under this License.

**7.5 Time**

Time shall, in all respects, be of the essence of this License and every term, covenant or condition contained herein.

**7.6 Disputes**

If any dispute or question shall arise between the parties hereto, during the term of this License, respecting its interpretation or effect which the parties are unable to resolve by agreement, the same shall be determined by the Federal Court of Canada pursuant to subsection 17(3) of the Federal Court Act.

**7.7 Conflict Of Interest**

No person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service, shall derive any direct benefits from this License.

**7.8 Waiver**

A waiver by the Licensor of any breach of any of the Licensee's terms, covenants and conditions of this License shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition of this License. The acceptance of the Fee by the Licensor shall not be deemed to be a waiver of any preceding breach by the Licensee of any term, covenant

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or condition of this License. No term, covenant or condition of this License is deemed to have been waived by the Licensor unless such waiver is in writing and signed by the Licensor.

**7.9 Rules and Regulations**

The use of the Equipment Area under this Agreement and access thereto shall be subject to the rules and regulations and amendments thereto which the Licensor may establish from time to time.

**7.10 Registration**

Neither the Licensee nor anyone claiming under the Licensee shall register this Agreement or any assignment or sublet thereof.

**7.11 Jurisdiction**

This License shall be governed by and construed in accordance with the laws in force in the Province in which the Property is located.

**7.11 Schedules**

**Form part of and are included in this Agreement**

Schedule "A" - Communications Equipment; Listing and Specifications

Schedule "B" - Equipment Area; Floor Plan

Schedule "C" - Schedule "C" Connecting Equipment; Listing and Specifications

Schedule "D" - Licensee's Additional Work

Schedule "E" - Licensee's Emergency Contract Instructions

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IN WITNESS WHEREOF the said parties hereto have duly executed this License on the dates noted below.

**SIGNED, SEALED AND DELIVERED**

**HER MAJESTY THE QUEEN IN RIGHT  
OF CANADA, as represented by the  
Minister of Public Works and Government Services**

For and on behalf of the Minister of Public Works  
And Government Services

DocuSigned by:  
*Jamie Becker* October 19, 2021  
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Jamie Becker  
Manager, NCA Commercial Operations  
Leasing and Letting Services  
Real Estate Services  
Real Property Services

**TELUS Communications Company**

DocuSigned by:  
*Robert Beatty* June 29, 2021 | 1:30:40 PM EDT  
01D27FB2A5FD419...

Name: Richard Johnson  
Title: Manager, Building Access

**I/We have authority to bind the Company**

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**SCHEDULE "A"**  
**Communications Equipment; Listing and Specifications**

**TO BE CONFIRMED BY TELUS COMMUNICATION COMPANY PRIOR TO INSTALLATION**

- Install of data access circuit and analog line
- Install of equipment and testing of circuit and equipment.

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**SCHEDULE "D"  
LICENSEE'S ADDITIONAL WORK**

N/A

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**SCHEDULE "E"**  
**LICENSEE'S EMERGENCY CONTACT INSTRUCTIONS**

Telephone the emergency contact number (1-866-507-8093), then press **Option 2** (National Surveillance and dispatch Team 24/7), then press **Option 2** (Voice and Transport Surveillance Team) and, if the Licensor can so contact the Licensee, the Licensor shall then notify that person or leave a message that it is cutting the power to the Licensee's equipment.

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