

**TELECOMMUNICATIONS LICENSE AGREEMENT**

THIS LICENSE AGREEMENT made this 15th day of May, 2017

**BETWEEN:**

**SOLRAY INVESTMENTS LIMITED, APS HOLDINGS LIMITED  
AND THE SALTSMAN FAMILY HOLDINGS LIMITED  
C.O.B. AS THE FASHION BUILDING**

**("Licensor")**

-and-

**TELUS COMMUNICATIONS COMPANY**

**("Licensee")**

**RECITALS:**

- A. Licensor is the owner of certain lands and buildings municipally known 126-140 Spadina Avenue, Toronto and legally described in Schedule "A" (the "Building").
- B. Licensor has agreed to permit the Licensee to install, operate, maintain, repair, service, and on prior consent of Licensor, which consent shall not be unreasonably withheld or unduly delayed, upgrade, modify, remove and replace, in the location in the the main utility closet located in the ground floor corridor and the 3<sup>rd</sup> floor of the Building more particularly shown on Schedule "B" (the "Site"), certain telecommunications wiring (the "Equipment") for the provision of data transmission services (the "Services").

IN CONSIDERATION of the covenants and agreements contained herein and other good and valuable consideration, Licensor and Licensee agree as follows:

- 1. **License** - Licensor hereby grants to Licensee (i) a license to use, on a non-exclusive basis, the Site for the purpose of installing, operating, maintaining, repairing, servicing, and on prior consent of Licensor, which consent shall not be unreasonably withheld or unduly delayed, upgrading, modifying, removing and replacing its Equipment to provide the Services to tenants or occupants located in the Building together with the non-exclusive right of unrestricted access thereto 24 hours a day, seven days a week, subject to Licensor's reasonable security requirements and all applicable rules and regulations in force from time to time; and (ii) a license to connect the Licensee's Equipment to electrical sources owned or operated by third parties (collectively, the "License"). Licensee shall ensure that its Equipment will not interfere with the signals or equipment of service providers granted prior access and to this end, Licensee will adhere to industry standard testing procedures to avoid any such interference.
- 2. **Term and Commencement** - The term of this License (the "Term") shall be for a period of five (5) years commencing on the 1st day of June 2017 (the "Commencement Date").
- 3. **Annual Fee and H.S.T.** - The annual fee (the "Annual Fee") plus applicable H.S.T. shall be payable annually in advance as follows:

<u>Period</u>	<u>Annual Fee</u>
June 1, 2017 – May 31, 2018	\$3,000.00
June 1, 2018 – May 31, 2019	\$3,150.00
June 1, 2019 – May 31, 2020	\$3,307.50
June 1, 2020 – May 31, 2021	\$3,472.88
June 1, 2021 – May 31, 2022	\$3,646.52

4. **Construction:**

- (a) The Licensee represents and warrants that its use of the Building and Equipment will not adversely affect or interfere with any equipment, systems, or operations within the Building. The Licensee represents and warrants that any installation of its Equipment will comply with the requirements of any governmental or municipal authority having jurisdiction, including, but not limited to, fire and building code regulations, and the Licensee shall secure all requisite permits and licenses required for all Licensee's work.
- (b) The Licensee shall not install any Equipment which will exceed or overload the capacity of any utility, electrical or mechanical facilities, and the Licensee will not bring into the Site, or the Building, or install any utility, electrical or mechanical facility or service in the Site or the Building. The Licensee agrees that if any Equipment installed by the Licensee requires additional utility, electrical equipment or mechanical facilities, the Licensor may, in its sole discretion, elect to install such facilities at the Licensee's sole, but reasonable, expense plus a sum equal to fifteen percent (15%) of the cost representing the Licensor's overhead, all of which is payable to the Licensor within thirty (30) days after such request in writing.

5. **INTENTIONALLY DELETED**

- 6. **Cabling Provisions** - Upon the expiry or earlier termination of the Licensee, Licensor may, at its option require the Licensee to remove all or part of its Equipment and make good any damage caused to the Building at the Licensee's cost.
- 7. **Control of the Building** - Without denying the Licensee the right of quiet enjoyment, the Building shall be under the exclusive control of the Licensor. Without limiting the generality of the foregoing, the Licensor may:
  - (a) install and repair pipes, ducts and make alterations throughout the Building for any purpose;
  - (b) grant, modify and terminate easements and other agreements pertaining to the use and maintenance of all or part of the Building and to obstruct any portion of the Building for any reasonable reason or purpose;

provided that the Licensor shall use its reasonable efforts to complete any such alterations, maintenance and repairs in such a way as to minimize the interruption or disturbance of the Licensee's operations.

- 8. **Assignment and Sublicense** - Except to the extent required by the Canada Radio-television and Telecommunications Commission, Licensee may not assign nor sublicense all or any part of its interest in this agreement without the prior written consent of Licensor, such consent not to be unreasonably or arbitrarily withheld.
- 9. **Riser** - Notwithstanding anything to the contrary contained herein, the Licensee acknowledges that all risers in the Building are and shall remain the sole and exclusive property of the Licensor and the Licensor shall have the right to relocate, alter or change any such risers and relocate the Licensee's cabling in such riser.
- 10. **Damage and Destruction** - If the Building becomes damaged or destroyed to the extent that, in the opinion of the Licensor's engineer, it is incapable of being rebuilt or restored within two (2) months after the occurrence, then the Licensor or Licensee may, (in the event the Licensee's business or operation from the Building is adversely affected) within the first thirty (30) days following such occurrence, terminate the Agreement upon serving written notice to the Licensor or Licensee, as the case may be. The effective date of termination shall be ten (10) days following delivery by Licensor or Licensee, as the case may be, of the aforementioned notice of termination.

In the event that the Licensor shall desire, at any time during the Term hereof or any renewal, to take down or substantially renovate the Building or any part thereof, and such work requires that the Equipment be temporarily disconnected or removed, the Licensor shall give the Licensee ninety (90) days notice in writing and the Annual Fee shall abate per diem until the Equipment may be reconnected or reinstalled as the case may be.

11. **Termination and Default** - If Licensee defaults under this agreement, and such default is not remedied within five (5) days after receipt of notice of the default, Licensor may terminate this agreement. From and after the effective date of any termination, the Licensor may discontinue the supply of electricity to the equipment.
12. **Indemnity & Insurance** - The Licensee will indemnify and hold the Licensor harmless against any and all costs (including legal costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site or Building by the Licensee or claims of liability or loss arising from this agreement. Licensee shall maintain during the Term and any extensions, public liability and property damage insurance coverage of not less than \$5,000,000 and Licensor shall be added as an additional insured and provided with evidence of coverage.
13. **Licensor Approval** - As soon as practicable prior to installation of the Equipment, Licensee shall supply Licensor with plans relating to the Site (collectively the "Plans"), showing the proposed location of the Equipment within the site.  
  
The Licensee may not commence any work prior to receiving the written approval of the Licensor.
14. **Early Installation of Equipment** - Provided this License is executed by both parties, the Annual Fee is paid and the Licensee produces evidence of insurance coverage in compliance with the terms of this License, and further provided the Licensee has written approval of its installation plans, Licensor agrees that Licensee shall have reasonable access to the Building in accordance with the provisions of this License prior to the Commencement Date for the purposes of installing the Equipment.
15. **Governmental Regulations** - Licensee shall comply with and conform to all laws, by laws, legislative and regulatory requirements of any governmental authority relating to the matters contemplated by this License.
16. **Licensor's Non-Liability** - The Licensee agrees that the Licensor shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property and Equipment at any time in, on or about the Building or equipment owned by or being the responsibility of the Licensee or any of its servants, agents, customers, contractors, or persons for whom the Licensee is in law responsible elsewhere in, on or about the Building. The Licensee agrees with the Licensor that the Licensor will not be responsible for any indirect or consequential damage resulting from any cause including, without limitation, by failure or interruptions in the supply of electricity or other utility or by fires, severe conditions or other natural catastrophes or for any cause whatsoever. It is agreed that every indemnity, exclusion or release of liability and waiver of subrogation herein contained for the benefit of the Licensor shall extend to and benefit all of the Licensor's servants, agents, employees and those for whom the Licensor is in law responsible.
17. **Riser Management** - Licensee acknowledges and agrees that Licensor shall have the right to coordinate, restrict, enforce and approve third party riser management firms, who wish access to the Building's risers. Licensee acknowledges that Licensor may retain a riser management firm or other third party manager to coordinate, supervise and approve the work of all telecommunication contractors. Licensor may direct Licensee to take instructions from such third party manager who shall act on behalf of Licensor in this regard. Licensee and other telecommunication providers in the Building will pay an equitable proportionate share of such costs associated with third party riser management.

If as a result of such takedown or renovation the Building's use changes from its current commercial use, this agreement shall terminate and the Annual Fee shall be adjusted accordingly.



- 18. **Entire Agreement** - This agreement, together with all Schedules attached hereto, contain all agreements, promises and understandings between Licensee and Licensor.
- 19. **Severability** - Should any provision of this License be illegal or unenforceable, that provision shall be considered separate and severable from the remaining provisions of the License and the remaining provisions shall remain in force and be binding upon the parties (unless the illegal or unenforceable provisions are such that they have fundamentally frustrated the intention of the parties, or either one of them, in which case the frustrated party may terminate this License on thirty (30) day's prior written notice) as set out above.
- 20. **Governing law** - This License shall be governed by the province where the Building are located or if applicable, the laws of Canada.
- 21. **Successors and assign** - The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Licensee and Licensor. The Licensee agrees that if, at any time during the Term or any extension thereof, the Licensor disposes of its interest in the Building, in whole or in part, the Licensor will use its commercially reasonable efforts to cause the acquirer thereof to acknowledge and agree to be bound by the terms of and thereafter the Licensor shall be relieved of any further obligations under this Agreement.
- 22. **Authority** - Each of Licensee and Licensor covenants with the other that it has all requisite power and possesses all permits, licenses, consents, approvals and other rights necessary to enable it to enter into this License and carry out its provisions.
- 23. **Notices** - Any written notice provided for under this License shall effectively be given to addresses set out above.
- 24. **No partnership** - The rights granted to Licensee in this agreement are a license only and shall not constitute a right by Licensee to claim or have a property interest in or a leasehold interest in any part of the Building this agreement shall not constitute nor be interpreted to be either a partnership, a venture or joint venture agreement between the parties

IN WITNESS WHEREOF the parties hereto have duly executed this agreement.

**SOLRAY INVESTMENTS LIMITED, APS HOLDINGS LIMITED AND THE SALTSMAN FAMILY HOLDINGS LIMITED C.O.B. AS THE FASHION BUILDING**

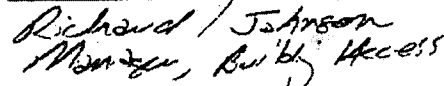
LICENSOR

Per:  \_\_\_\_\_ A.S.O.

Per: \_\_\_\_\_ A.S.O.

**TELUS COMMUNICATIONS COMPANY** LICENSEE

Per:  \_\_\_\_\_ A.S.O.

  
Richard Johnson  
Manager, Bu'ldg Access  
Per: \_\_\_\_\_ A.S.O.

**SCHEDULE "A"****Legal Description**

PT LT 5 W/S BROCK ST, PT LT 6 W/S BROCK ST, PT LT 7 W/S BROCK ST, PT LT 8 W/S  
BROCK ST PL D46 TORONTO PARTS 1, 2, 6 & 7 64R-13374; CITY OF TORONTO, T/W  
RIGHT OF WAY OVER PART 8 ON PLAN 64R-133374 AS IN CA230310