

Building Licence Agreement

IN CONSIDERATION of the licence fees paid by Freedom Mobile Inc. (Licensee) to City of Kelowna (Licensor) and the terms contained in this licence agreement (the 'Licence') herein, Licensor licenses the Licensed Area (identified below) to Licensee and Licensee accepts the Licensed Area from Licensor, and the parties agree as follows:

I. PRINCIPAL TERMS:

- (a) **Licence Fee:** \$18,000 per year plus G.S.T. provided that the Licensor has supplied the Licensee with the Licensor's G.S.T. number. In such event G.S.T. shall commence to be payable by the Licensee for the first payment of the Licence Fee following the supply of the G.S.T. number.
- (b) **Licensor's G.S.T. No:** 121937551
- (c) **Utility Payment:**
 included in Licence Fee
 separate meter with direct invoices from local utility
 sub-meter installed by Licensee, with invoices from Licensor based on meter readings
 \$_____ to be paid monthly in advance to the Licensor, subject to Section II (j) below
- (d) **Licence Fee Payment:** \$18,000 annually, in advance, plus G.S.T., if applicable, due and payable commencing on the Commencement Date as defined in Section I (f) below and annually on the anniversary of the Commencement Date throughout the Term. At the request of Licensee, Licensor will accept Licence Fee payments by electronic funds transfer under which payments are deducted from Licensee's bank account and credited on the due date to a bank account established in the name of Licensor with a major Canadian bank or other major Canadian financial institution designated by Licensor and Licensor shall cooperate with Licensee to establish this form of payment if so requested by Licensee.
- (e) **Term:** Five (5) years commencing on the Commencement Date.
- (f) **Commencement Date:** Commencing on the day that is the first day of the month following the commencement of installation of Licensee's equipment on the Licensed Area. Licensee shall provide written notice to Licensor setting out the installation date with regards to the Licensee's equipment.
- (g) **Extensions:** Three (3) extension terms of five (5) years each.
- (h) **Property Legal Description:** Schedule A (References to "Property" in this Licence refer to the property described in Schedule A together with any structure(s) thereon)
- (i) **Property Address:** 4075 Gordon Drive, Kelowna, BC V1W 5J2
- (j) **Licensed Area:** The part of the Property that is subject to this Licence as outlined in Schedule 'B'.
- (k) **Use:** Use of the premises and access and utility rights by Licensee shall be for the purpose of installing, attaching, modifying, removing, replacing, relocating, reconfiguring, maintaining, supplementing and operating, at its sole expense, telecommunications facilities and equipment for the provision of telecommunication services.
- (l) **Access:** Twenty-four (24) hours a day, seven (7) days a week. Upon receiving Licensor's prior approval, Licensee may, at Licensee's cost, install a lock box on the Property for access to the Licensed Area and Licensor shall provide the Licensee with the necessary keys to permit such access.
- (m) **Additional Provisions:** Schedule 'C'.

II. TERMS AND CONDITIONS:

- (a) Before Commencement Date, Licensee and/or its contractors shall have full access to the Property in order to carry out all necessary tests to satisfy itself that it may use the Licensed Area for its intended purpose, including the preparation of a survey plan (not to be registered on the title to the Property) outlining the Licensed Area and other matters incidental to the Use as herein provided, at Licensee's expense. The Licensee shall repair any damage to the Licensed Area caused by Licensee.
- (b) Before installing any equipment, Licensee shall submit plans outlining the Licensed Area to Licensor whereupon such plans shall form part of this Licence.
- (c) All initial and future equipment, which shall remain the personal and moveable property of Licensee and not become fixtures notwithstanding attachment to any degree, will be installed, operated and maintained and relocated in a good and workmanship like manner in accordance with sound engineering practices and all applicable legislation. Licensee shall obtain and maintain all licenses required to operate the equipment. Licensee shall remove all equipment, except for foundations and equipment roof anchors, if applicable, upon termination of this Licence. Licensee shall otherwise restore the Licensed Area to its original condition, reasonable wear and tear excepted.
- (d) Licensee and Licensor indemnify and hold the other harmless against any and all costs (including legal costs) and loss to person or property which arise out of the unlawful or negligent use and/or occupancy of the Licensed Area by such indemnifying party. Licensee shall maintain during the term and any extensions, public liability and property damage insurance coverage of not less than Two Million Dollars (\$2,000,000) and upon notice Licensor shall be added as an additional insured and provided with a copy of the Insurance Certificate.
- (e) Licensee upon paying the Licence Fee shall have quiet possession of the Licensed Area. Licensor shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by Licensee from the Licensed Area. Licensor shall ensure that other carriers granted space on the Property co-ordinate site access and antenna placement with Licensee through

Licencee's standard collocation procedures and conditions to ensure there is no interference or impairment and Licencee's quiet possession of the Licensed Area is protected.

- (f) Licencee shall ensure that all activities conducted at the Licensed Area under its control are in compliance with all applicable environmental laws and Licencee shall indemnify Licensor for any breach of such laws resulting from an act or omission on the part of Licencee. Licensor shall be responsible for any other environmental contamination affecting the Licensed Area and shall indemnify Licencee in connection therewith. Licensor represents and warrants that there is no existing environmental contamination.
- (g) Licencee shall be entitled to terminate this Licence for any material breach of this Licence by Licencee upon provision of thirty (30) days' notice to Licencee specifying the nature of the breach in sufficient detail to permit rectification by Licencee. If such breach is incapable of remedy within such period or Licencee has diligently commenced to remedy such breach within thirty (30) days' notice from Licensor then the term of such notice shall be for such greater period of time as may permit Licencee to remedy the breach. Licencee may terminate this Licence upon thirty (30) days' notice to the Licensor if Licencee determines in its sole discretion that the Licensed Area is unsuitable for Licencee's network, commercial impracticality or if Licencee is unable to obtain any required approvals, permits or the like within timelines satisfactory to Licencee, acting reasonably. Licence Fee will be adjusted to the date of termination.
- (h) This Licence will automatically be extended for three (3) extension terms of five (5) years each (the 'First, Second and Third Extension Terms') unless Licencee gives Licensor written notice of its intention not to extend at least sixty (60) days prior to the end of the Term or the then current extension term, as applicable.
- (i) Each extension term will be governed by the same terms and conditions set out herein except that the Licence Fee for each year during such extension term shall be equal to the Licence Fee in the last year of the immediately preceding term or extension term (as applicable), increased by the greater of an amount equal to the change in the Canadian Consumer Price Index (all items) in the immediately preceding term or ten percent (10%), and that there will be no right to extend after the last extension term.
- (j) Licencee may use any existing vertical and/or horizontal pathways on or in the building designated for cable installations and may connect its equipment to all utilities including telephone, fibre and hydro and, where applicable, to Licensor's electrical grounding system, interior wiring, and cabling in and on the Property. Licencee shall supply power to the Licensed Area. Any utility access provided by Licensor, including power, telephone, fibre and hydro to be at Licencee's cost and expense.
- (k) Licencee shall give Licencee at least seventy-two (72) hours advance written notice of any planned interruptions of electrical supply and where commercially feasible as much advance written notice as possible of any emergency interruptions.
- (l) In the event of extended power outage greater than four (4) hours, Licensor shall supply back-up power to the Licensed Area at Licencee's expense. For greater certainty, the Licencee shall only be responsible for the cost of electricity used by the Licencee in connection with or relating to the Licensed Area. At its own discretion and cost, Licencee shall have the option to install or provide its own back-up power for the Licensed Area.
- (m) Subject to the paragraph(s) below, Licensor may assign this Licence at any time. Licencee may assign its rights under this Licence or to its equipment and may sublicense the Licensed Area to its affiliates, associates, lenders or a purchaser of all or a part of its network and may undergo a corporate reorganization, including, without limitation, a merger or amalgamation. All other assignments or sublets shall require Licensor's consent. For clarity, this Licence does not permit Licencee to sublease or co-locate its equipment and/or the Licensed Area without the express written approval of Licensor, which consent may be withheld at Licensor's sole discretion.
- (n) This Licence will not be registered on the title to the Property.
- (o) This Licence, together with all schedules hereto, is the entire agreement between the parties and supersedes any other agreements, promises or understanding made before the execution of this Licence. This Licence shall be subject to the laws of the province of British Columbia and if any provision of this Licence is found to be invalid, it may be severed without affecting the validity of the balance of the Licence. No change or modification to this Licence shall be valid unless it is in writing and is duly executed by both parties hereto. If Licensor constitutes more than one person, every representation, covenant and agreement on the part of Licensor will be a joint and several representation, covenant, and agreement of the persons constituting Licensor.
- (p) Each party will be excused for delay in performance of their obligations hereunder if they are prevented from timely performance due to circumstances or events beyond their reasonable control.
- (q) Notices to be given under this Licence shall be in writing and may be delivered personally (with a written acknowledgement of receipt of the notice signed by a recipient representing and/or authorized by Licensor or Licencee as the case may be), by mail (deemed received on third (3rd) business day after

posting), or by facsimile transmission (with confirmation of transmission and deemed delivered on the date transmitted) with a copy also sent by mail to the names, addresses and facsimile numbers listed below.

(r) If no additional extension terms are negotiated at the end of the last extension period, Licensor agrees to allow Licensee to remain in possession on a month to month basis at the annual Licence Fee last paid, plus 25%, and upon the same terms and conditions of this Licence for up to an additional twelve (12) months.

(s) Intentionally deleted.

(t) The terms and conditions of this agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Licensor and Licensee.

(u) Licensor represents and warrants that the rights granted herein do not conflict with any rights previously granted by Licensor to others, that the Property connects to a paved public road and that the Licensee shall have legal and practical access to the Licensed Area.

(v) Intentionally deleted.

(w) Each party, upon the reasonable request of the other, will execute, do or cause to be done or executed all further and other lawful acts, deeds, documents, instruments and assurances for the better or more perfect and absolute performance of the terms of this Licence.

(a) This Licence may be executed in counterparts and the parties hereto have executed this Licence by their respective duly authorized representatives on the dates set out below. This Licence shall be effective and for reference purposes dated the date the last party signed this Licence.

Date: May 2, 2018

Licensor: ~~Freedom Mobile Inc.
Queen's Quay Terminal
207 Queen's Quay, Suite 710
P.O. Box 114
Toronto, ON Canada M5J 1A7~~

~~Ronny Hanna
VP, Network Deployment
Freedom Mobile Inc.~~

Per: ~~Name: _____
Title: _____~~

Per: ~~Name: _____
Title: _____~~

~~Tamer Morsy Saleh
CTO
Freedom Mobile Inc.~~

I/We have authority to bind the Corporation

Mailing Address for Notices:

~~Freedom Mobile Inc.,
Queen's Quay Terminal
207 Queen's Quay
Suite 710, P.O. Box 114
Toronto, ON Canada M5J 1A7~~

Attention: Manager, Lease Administration
Tel: 1-866-507-1118
Fax: 1-866-481-7056

Date: _____

Licensor: **CITY OF KELOWNA
1435 Water Street
Kelowna, BC V1Y 1J4**

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/We have authority to bind the Corporation

Mailing Address for Notices:
1435 Water Street
Kelowna, BC V1Y 1J4

Attention: John Sauffärer, Manager, Real Estate
Services

Tel: 250-469-8658

Cell:

Fax:

Email: jsauffarer@kelowna.ca

SCHEDULE "A"

LEGAL DESCRIPTION OF PROPERTY (confirmed by Licensor) TOGETHER WITH ANY STRUCTURES THEREON.

PID: 026-563-355

LEGAL DESCRIPTION:

LOT 2 DISTRICT LOT 168 AND SECTION 6 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN
KAP80134

SCHEDULE "B"

LICENSED AREA

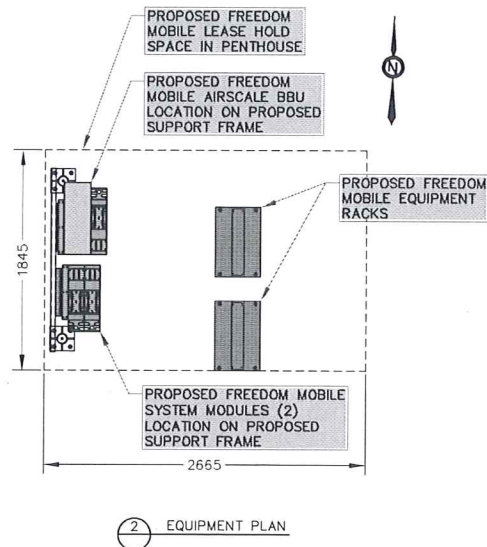
A description of the equipment and detailed sketch of the rooftop and any and all other area(s) showing the proposed area to be licensed including area(s) for current and future installations, cable trays, conduit, cabinet, antennas and other miscellaneous items.

Equipment:

- 8 Antennas
- 2 Microwave Dishes
- Equipment Pad / Platform Area 2m x 3m
- Space required for Cables and Wires

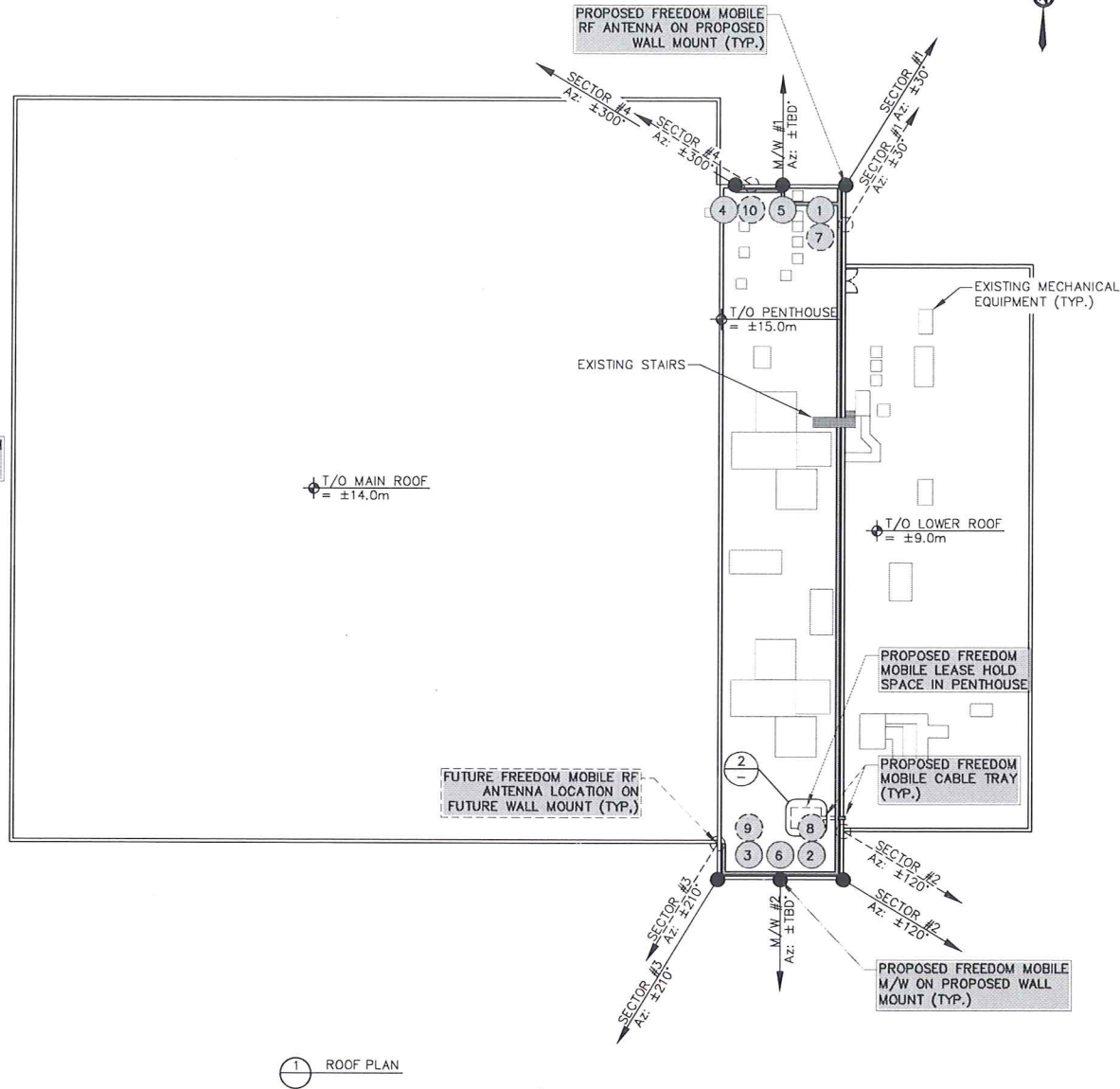
SEE ROOF PLAN NEXT PAGE

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SITE NOTES:

1. POWER FROM MAIN MECHANICAL ROOM IN PENTHOUSE, TO BE CONFIRMED.
2. FIBER FROM MAIN TELCO ROOM TO EQUIPMENT RACKS. NEW CONDUITS REQUIRED.



- NOTES:**
1. DO NOT SCALE DRAWINGS. ALL DIMENSIONS ARE IN MM UNLESS NOTED OTHERWISE.
 2. SOME OBJECTS MAY NOT BE SHOWN FOR CLARITY.
 3. ONLY FREEDOM EQUIPMENTS ARE LABELED.

- ⊕ - PROPOSED MT#
- ⊖ - FUTURE MT#

CLIENT:



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0	LS	PRELIMINARY	12 APR 18
NO.	BY	DESCRIPTION	DATE

ROEHAMPTON COMMUNICATIONS LTD.
 744 WEST HASTINGS ST.
 SUITE 219
 VANCOUVER, BC V6C 1A5
 TEL (778) 304-1233
INDUSTRY - EDMONTON, WARRING - TORONTO

LOCATION:
4075 GORDON DRIVE, KELOWNA, B.C

TITLE:
ROOF PLAN & EQUIPMENT PLAN

PROJECT NAME: PRELIMINARY	PROJECT NO: BKE0010B	DWG. NO: A03
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SCHEDULE "C"

ADDITIONAL PROVISIONS

The visual impact of the equipment installed within the Licensed Area from the ground floor will be generally as shown in the photo-renderings below. At no time will logo's, signage, text, advertising, or any other visual obstruction not shown in the photo-renderings below be visible to the public.

Licensors reserves the right to determine whether any equipment installed by Licensee that is visible to the public be unpainted (as shown in the top image below) or painted (as shown in the lower image below).



SCHEDULE "D"

DETAILED CONSTRUCTION DRAWINGS

NOT APPLICABLE