

TELECOMMUNICATIONS SITE AGREEMENT

Site (legally described on Schedule "A"): LOT 33 SECTION 20 RANGE 2 COWICHAN DISTRICT PLAN VIP63193

Location Code: W5722

Licensor: The Corporation of the District of North Cowichan

Licensee: Rogers Communications Inc.

THIS AGREEMENT (the "Agreement") made this _____ day of _____, 2023.

1. IN CONSIDERATION of \$2.00, the receipt of which Licensor acknowledges, Licensor grants to Licensee a licence to occupy the premises shown on Schedule "B" (the "Premises" or "Licensed Area") at the Site described above, including the following:

(check appropriate box(es))

- Land
- Building interior space
- Building exterior space for attachment of antennas
- Building interior space for attachment of antennas
- Space required for cables and wires
- Rooftop space
- Access road, to be constructed by Licensee, if applicable
- Space for generator and/or connector boxes
- Other

together with the non-exclusive right of unrestricted use of the rest of the Site for purposes of access, staging, construction, installation, removal and repair of telecommunications facilities, and connections to the appropriate utilities, fibre optic and telephone facilities ("access and utility rights").

2. TERM of 5 years beginning on **DATE**, 2023 ("Commencement Date").

3. RENT shall be paid monthly in advance in the amount of Three Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents (\$3,333.33) plus HST or GST, if applicable, starting on the first day of the month following the beginning of the installation of the Licensee's Equipment, prorated to the immediately following anniversary of the Commencement Date. Licensor represents that its HST or GST Number is _____ and acknowledges that payment of rent is contingent upon such number being accurate and correct. Increases in commercial realty taxes attributed directly to Licensee's occupation of the Premises shall be payable by Licensee.

4. EXTENSION of the initial term of this Agreement is hereby granted to Licensee for 3 additional 5 year extension periods (each an "Extension Term") unless Licensee provides Licensor written notice of its intention not to extend at least 60 days prior to the expiration of the then current term. Each Extension Term shall be based upon the same terms and conditions except that rent for each Extension Term shall be rent payable during the preceding Term, increased by 10%.

5. USE of the Premises and access and utility rights by Licensee shall be for the purpose of installing, removing, repairing, replacing, relocating, maintaining, coring, adding, upgrading, modifying, supplementing, and operating, at its sole expense, telecommunications facilities and Equipment for the provision of telecommunication services, as approved by

the Licensor in accordance with Schedule "C". Without limiting the foregoing, the use shall include (in or on the Site and in the building, if applicable) installation and operation of coaxial cable, fibre optic cabling and wires, and related processing equipment (collectively "Cable"), use of vertical and/or

horizontal pathways designated for Cable installations, bringing Cable to the Premises from public roads.

6. UTILITIES consumption, as separate from rent, required for the operation of the telecommunications facilities shall be the sole responsibility of Licensee, and electrical consumption shall be determined by: (check appropriate box(es))

- separate meter with direct invoices from local utility, if available and if not available, then the following:
- check meter installed by Licensee, with annual invoices from Licensor based on the check meter readings, and the Licensee will pay the Licensor the cost of actual electrical consumption of the Licensee's Equipment.

7. EQUIPMENT, Cable, towers, poles, shelters, cabinets, pedestals, antennas, RRUs, mounts, generators, transformers and any other equipment necessary for power (collectively, "Equipment") shall remain the personal property of Licensee and must be removed by Licensee upon expiration or termination of this Agreement and the Premises shall be restored by the Licensee (at its sole cost) to its original condition, reasonable wear and tear excepted. Licensee shall not be required to remove conduits, concrete foundations or roof piers at the end of the term.

8. NOTICES shall be in writing and sent by mail, postage prepaid, deemed received 3 days after mailing or email transmission, deemed received on date transmitted, to the address or email address of the party set forth below.

9. ASSIGNMENT of this Agreement by Licensee may be made to any corporate affiliate(s), principal lenders or a purchaser of part or all of Licensee's assets. Assignment or transfer of this Agreement or an interest therein by the Licensor may be made to its principal lenders or a purchaser of the Site. All other assignments, and sub-licenses require the Licensor's prior written consent, at its sole discretion. Licensee may permit use of all or any portion of the Premises and access and utility rights by others for the Licensee's telecommunications purposes.

10. TERMINATION of this Agreement may be exercised by Licensee at any time on 30 days' notice without further liability if Licensee cannot obtain or maintain all necessary rights, postponements and approvals required from its senior management, any governmental authority and/or any third party to operate the telecommunications facility on conditions satisfactory to Licensee, or if any such right or approval expires, or is cancelled or terminated, or if for any other reason (e.g., interference with Licensee's signals, damage or

destruction, site decommissioning) Licensee determines, in its discretion, that it will no longer use the Premises or access rights for its intended purpose. Upon termination, all prepaid rent shall be adjusted to the date of termination. If Licensee materially defaults under this Agreement and such material default is not being diligently remedied within 30 days after notice (*force majeure* excepted), Licensor may terminate this Agreement on 30 days' written notice.

11. **LIABILITY AND INDEMNITY:** 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 Premises by such indemnifying party. Licensee shall maintain during the term and any extensions, public liability and property damage insurance coverage of not less than \$5,000,000. The Licensee's insurance policy must name the Licensor as an additional insured, and the Licensee must supply proof of insurance when this licence is signed, and on demand, acting reasonably.

Notwithstanding anything to the contrary in this Agreement, Licensee's total cumulative liability for damages, expenses, costs, liability, claims or losses (the "Damages") arising out of, or in connection with, this Agreement, or Licensee's operations at the Site, even if Licensee has been advised of the possibility of such Damages, is limited to Licensee's cost of installing the Equipment on the Premises.

12. **NO INDIRECT OR CONSEQUENTIAL DAMAGES:** Notwithstanding anything to the contrary in this Agreement, neither Licensor nor Licensee shall be liable to the other in respect of any indirect, special, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

13. **HAZARDOUS SUBSTANCES:** Licensor represents that it has no knowledge of any substance on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, provincial or local law or regulation. Licensor shall be responsible for any pre-existing contamination of the Site. Licensor and Licensee shall not introduce or use any such substance on the Site in violation of any applicable law.

14. **MISCELLANEOUS:**

(a) Licensee upon paying the rent shall have quiet possession of the Premises. 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 Site. Licensor shall ensure that other carriers granted space on the Site co-ordinate site access and antenna placement with Licensee through Licensee's standard collocation procedures and conditions to ensure there is no interference or impairment and Licensee's quiet possession of the Premises is protected. Licensee shall have 24 hours a day, 7 day a week access to the Premises subject to Licensor's reasonable security requirements and access cards and/or keys provided by Licensor at Licensee's expense.

(b) Prior to initial installation, Licensee shall supply Licensor with plans and/or surveys as applicable (collectively the "plans"), which plans shall become schedules and form part of this Agreement. Licensee's plans for changes to the

telecommunications facilities shall also become schedules and form part of this Agreement. Licensor shall in its capacity as Licensor, at Licensee's expense, assist and co-operate with Licensee in obtaining governmental approvals for Licensee's permitted uses. Licensor shall maintain and Licensee shall use the Site in compliance with all applicable laws, by-laws, rules and regulations of the appropriate jurisdictions pertaining to the environment, health, welfare and occupational safety.

(c) Licensor and/or its agent represents and warrants that it has full authority to enter into and sign this Agreement and bind Licensor accordingly.

(d) This Agreement contains all Agreements, promises and understandings between Licensor and Licensee. All future plans shall become schedules and form part of this Agreement.

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

(f) Licensor shall permit Licensee or its contractors full access to the Site and Premises, in advance, for the purpose of satisfying itself, at its own expense, as to the appropriate conditions for the intended use of the Premises, provided Licensee shall repair any damage caused by any tests or inspections.

(g) If Licensee remains in possession at end of term(s), Licensee shall be a monthly Licensee at the then current rent, and the Licensor may terminate this agreement at any time.

(h) This Agreement shall be governed by the laws of the province in which the Site is located. Invalid provisions are severable and do not impair the validity of the balance of this Agreement.

Licensor

The Corporation of the District of North Cowichan
C/O Shawn Cator, Director, Operations
Email: shawn.cator@northcowichan.ca; Phone: 250.746.3146

Attention:

Per: _____ Per:

Name: Rob Douglas Name: Michelle Martineau
Title: Mayor Title: Corporate Officer

I/We have authority to bind the Corporation.

Licensee

Rogers Communications Inc.
c/o Rogers Real Estate
One Mount Pleasant Rd., 2nd Floor
Toronto, Ontario
M4Y 2Y5
Attention: Manager, Lease Administration

Per: _____

Name: Michael Stephens
Title: Senior Director, National Real Estate
I have authority to bind the Corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF LICENSOR'S LANDS ("SITE")

LOT 33 SECTION 20 RANGE 2 COWICHAN DISTRICT PLAN VIP63193

PID: 023-391-791

SCHEDULE "B"

**DESCRIPTION OF PREMISES
(including access rights)**

If this Agreement is executed with a sketch plan attached as Schedule "B", the Licensor hereby authorizes the Licensee, if it should elect, to substitute a plan (the "Plan") of the Premises certified correct according to a field survey by a land surveyor, for the sketch attached hereto as Schedule "B", provided however that the Licensee shall be under no obligation to do so. The Plan, if attached, shall form part of this Agreement and shall define the Premises. Nothing in the Plan shall limit or detract from other access and utility rights granted in this Agreement.



SCHEDULE "C"

ADDITIONAL PROVISIONS:

- 1. Design Approval.** This Agreement is subject to the condition that the Licensor must provide prior written approval regarding the Licensee's construction drawings, in its sole discretion acting reasonably, before any construction shall commence in the Licensed Area. Such approval shall also be required for ancillary features such as fencing or screening.
- 2. Maintenance and Repair Procedures.** In the event that the Licensor needs to do maintenance or repairs on the rooftop of the water tower structure, reasonable notice (i.e. a minimum of 30 days' notice except in the case of emergencies) shall be provided by the Licensor to the Licensee and the Licensee shall agree at its sole cost to temporarily relocate, shut down or remove its equipment. For clarity, in the event of an emergency scenario, Licensee shall temporarily shut down its Equipment within a maximum timeframe of four (4) hours to enable safe access to the subject water tower.
- 3. Municipal Equipment on the Water Tower.** The Licensor shall reserve the right to install its own scada antenna system on the water tower and Licensee shall cooperate under the understanding that both parties shall work to mitigate any radiofrequency interference or conflicts with antenna positioning, acting reasonably.
- 4. Legal Fees.** Licensee agrees to pay to Licensor legal fees up to a maximum amount of \$1,000.00 subject to the condition that these legal fees shall only be paid upon full execution of this Licence Agreement by both parties and upon provision of a receipt or invoice as proof of the legal fees by Licensor to Licensee.
- 5. Licensor Cost Recovery.** Licensee agrees to pay a one-time upfront payment of \$10,000.00 as a contribution to allow the Licensor to recover its staff time, subject to the understanding that this fee shall only be payable upon full execution of this Licence Agreement by both parties.