

## INDENTURE OF LEASE

**THIS LEASE** is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN:

**DISTRICT OF MACKENZIE**

Bag 340  
Mackenzie, B.C. V0J 2C0

(the "**Landlord**")

OF THE FIRST PART

AND:

**TELUS COMMUNICATIONS INC.**

(Reg. No. BC1101218)  
1-15079-64 Avenue  
Surrey, B.C. V3S 1X9

(the "**Tenant**")

OF THE SECOND PART

**WHEREAS:**

- A. The Landlord is the registered Owner in fee simple of that parcel of land and premises situate in Mackenzie, B.C. and legally described as:

PARCEL IDENTIFIER: 011-702-541  
LOT 112, DISTRICT LOT 12463, CARIBOO DISTRICT, PLAN 16748

(the "**Land**").

- B. The Landlord previously granted a lease to the Tenant to use that portion of the Land comprised of a water tower (the "**Water Tower**") for the purpose of installing, maintaining and operating a wireless broadband communications tower fifty (50) feet in height and all ancillary works thereto including an electrical panel (the "**Communications Tower**") and said previous lease has terminated.
- C. The Tenant wishes to continue to lease the Water Tower for the purposes of the Communications Tower, and the Landlord has agreed, subject to the terms and conditions of this agreement (the "Lease").

**NOW THEREFORE** in consideration of the rents, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1.0 **Lease**

1.1 The Landlord hereby leases to the Tenant that portion of the Water Tower sufficient to accommodate the Communications Tower (the "**Premises**") on the terms and conditions set out in this Lease.

2.0 **Term**

2.1 This Lease shall be for a term of three (3) years, commencing on the first day of July, 2023 (the "**Commencement Date**") and expiring on the last day of June, 2026 (the "**Term**"). For the purpose of this Lease, "Lease Year" means any one year period from the first day of July to the last day of June during the Term.

2.2 Unless either party provides not less than one (1) months' written notice to the other party of its intention to terminate the Lease at the expiry of the Term, then upon expiry of the Term of the Lease shall continue on a month-to-month basis on the same terms and conditions as set out herein insofar as such terms and conditions are applicable to a lease from month-to-month, subject to any adjustment to the rents to be determined by the Landlord acting in its sole discretion.

3.0 **Construction of Building and Premises**

3.1 The Tenant shall not construct or install any improvements on the Premises without the prior written consent of the Landlord. Upon receipt of the Landlord's consent and any required building permits, any construction and installation by the Tenant must be carried out in a safe and workmanlike manner and in accordance with all applicable laws. The location and configuration of the Communication Tower are subject to the prior approval of the Landlord and following construction or installation the Tenant will provide the Landlord with drawings showing the location of the Communication Tower.

4.0 **Rent**

4.1 The Tenant shall pay the Landlord annual rent of \$2,400.00 (the "**Rent**") payable each Lease Year on the first day of July commencing on the Commencement Date, subject to adjustment in accordance with section 4.2.

4.2 Each Lease Year, the Rent will be adjusted for CPI. For certainty, CPI means Consumer Price Index (All Items) not seasonally adjusted, published by Statistics Canada (or by a successor or other government agency), or if it is changed or not produced or issued by Statistics Canada (or by a successor or other government agency), then CPI will mean the nearest and most similar replacement index available from a government authority or failing that, a recognized industry association. Notwithstanding any adjustments to CPI, the Rent payable in any Lease Year will not be less than the Rent payable on the Commencement Date.

#### 5.0 **Renewal**

5.1 The Landlord agrees that prior to the end of the Term, upon request of the Tenant, it will give consideration to granting a new Lease of the Premises to the Tenant on terms that the Landlord and Tenant may mutually agree upon. This provision shall not be construed as imposing any liability on the Landlord beyond the end of the Term.

#### 6.0 **Operating Costs and Property Taxes**

6.1 The Tenant is responsible for all operating costs in relation to its use of the Premises including but not limited to utilities.

6.2 If the Premises are not exempt, the Tenant is responsible for payment of any municipal, regional district, school or other property taxes, that are levied against either the Landlord or the Tenant as a result of the Tenant's use or occupation of the Premises.

#### 7.0 **Repairs and Maintenance**

7.1 The Tenant shall be responsible for all costs associated with repairs to the Premises arising as a result of the Tenant's use of the Premises, or as a result of the use of the Premises by any agent, contractor, licensee, employee or invitee of the Tenant, reasonable wear and tear excluded. The Tenant shall not overload the roof of the Water Tower. The Tenant must maintain the Communications Tower in good repair.

7.2 Nothing in this Lease shall obligate the Landlord to repair or maintain the Premises or any other structure or improvement on the Land, nor shall this Lease impose upon the Landlord any liability of a capital nature.

#### 8.0 **Repair in the Event of Damage**

8.1 If the Premises are damaged by fire or any other hazard such that the Premises are rendered untenable or such that convenient access is prevented, then if such damage is reasonably and economically capable of repair within ninety (90) days, the Landlord may (but shall not be obliged to), within thirty (30) days of the occurrence of the damage, initiate that repair and forthwith allow an abatement of the Rent which recognizes the nature and extent of the damage, or inconvenience, until such time as the Premises have been rebuilt or access restored. If the Landlord elects not to restore the Premises or access within the said thirty (30) days, or having commenced the restoration,

does not proceed to complete it with reasonable dispatch, then the Tenant may give the Landlord fourteen (14) days notice and thereafter may terminate this Lease forthwith. If the damage is severe enough to preclude the reoccupation of the Premises by the Tenant for a period in excess of ninety (90) days, either party may, within thirty (30) days of the occurrence of the damage, serve notice upon the other of the immediate termination of this Lease.

#### 9.0 **Access**

9.1 The Tenant, its permitted sub-tenants and their respective servants, agents, employees, licensees and invitees shall have the right in common with other occupants and users of the Land to pass, repass and utilize all access roads for the purposes of ingress, egress and full enjoyment of the Premises.

9.2 The Landlord shall provide the Tenant with such keys and access codes as are necessary to gain access to the Lands and Premises provided that the Tenant must safeguard such items in the manner of a prudent owner of property, and must advise the Landlord immediately if such items are lost or stolen.

#### 10.0 **Quiet Enjoyment**

10.1 The Landlord hereby covenants with the Tenant for quiet enjoyment.

#### 11.0 **Compliance with Laws**

11.1 The Tenant shall comply with and observe all federal, provincial and local government laws, bylaws, rules, regulations, orders, permits and licenses in force with respect to the Premises and any alterations to the Premises.

#### 12.0 **Notification of Sale or Assignment and Acknowledgment**

12.1 If at any time during the Term hereof the Land or the Landlord's interest therein or in this Lease shall be assigned or sold to any third party, the Landlord shall, within fourteen (14) days following the execution and delivery by the Landlord of any assignment or documents of sale, deliver to the Tenant a notice in writing of the making of such assignment or sale and the effective date thereof and the Landlord shall, prior to assigning or selling the Land or the Landlord's interest therein or in this Lease, obtain an estoppel certificate from the assignee or buyer acknowledging the lease with the Tenant and confirming the Rent, the Term and the other covenants, obligations and conditions of this Lease.

#### 13.0 **Insurance**

13.1 The Landlord shall obtain, maintain and pay for all risk property insurance, inclusive of fire, theft and flooding, for the Premises excluding those chattels and fixtures belonging to the Tenant and the policy shall contain a waiver of subrogation clause in favour of the Tenant.

- 13.2 The Tenant agrees to provide commercial general liability insurance at a value not less than five million dollars per occurrence or such other amount as the Landlord may reasonably require for bodily injury and property damage for any one occurrence or series of occurrences arising out of one cause and which amount is mutually agreeable to both Parties. The Landlord shall be included as an additional insured on this policy but only with respect to liability arising out of Tenant's operations under this Agreement. The policy shall contain a cross liability clause and the policy shall also contain a provision whereby the insurers will endeavour to provide the Landlord thirty (30) days prior written notice of cancellation.
- 13.3 The Tenant agrees to provide all risk property insurance inclusive of fire, theft and flooding, in respect of the Tenant's personal property and equipment located in or on the Premises and the policy shall contain a waiver of subrogation clause in favour of the Landlord. It is acknowledged and agreed that Tenant may satisfy all or part of the property insurance requirement through self-insurance.
- 13.4 The Tenant agrees to provide insurance certificate as evidence of the commercial general liability insurance to the Landlord upon execution of the Lease and following each policy renewal date.
- 14.0 **No Waste or Nuisance**
- 14.1 The Tenant shall not:
- (a) commit or permit any willful or voluntary waste, spoil or destruction on the Land or Premises; or
  - (b) do or permit to be done anything that may be a nuisance or annoyance to owners or occupiers of adjoining lands or to the public generally.
- 14.2 Without limiting section 14.1, the Tenant shall ensure that none of its equipment broadcasts at a frequency that causes interference with any other communications equipment in the District of Mackenzie.
- 15.0 **Indemnity**
- 15.1 The Tenant agrees to reimburse the Landlord for all expenses, costs, damages, or loss incurred by the Landlord by reason of any breach, violation, or non-performance by the Tenant of any covenant or provision of this lease or by reason of damage to persons or property caused by the Tenant, its employees or agents, or sustained by persons visiting or doing business with the Tenant.
- 16.0 **Tenant's Alterations and Fixtures**
- 16.1 The Tenant will not alter or remove the Communications Tower without having requested and obtained the Landlord's prior written approval, which the Landlord shall not unreasonably withhold.

16.2 The Tenant and the Landlord agree that any alterations, improvements and fixtures made to or installed upon the Premises by the Tenant, including the Communications Tower, shall, immediately upon affixation, be deemed to be annexed to the Premises. Such alterations, improvements and fixtures shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of this Lease unless the Landlord requires removal.

**17.0 Yielding Up**

17.1 The Tenant shall surrender the Premises at the expiration or earlier termination, of the Term in good repair to the Landlord, excepting only reasonable wear and tear, damage from fire, storm, tempest and other casualty.

**18.0 Notice of Default**

18.1 If the Tenant should breach any of its covenants, agreements or obligations under this Lease, the Landlord may send the Tenant a notice of default (in the manner required under this Lease for giving notices) and if the default is one that is curable by the Tenant, the Landlord may notify the Tenant that the default must be cured within 15 days (if the default is non-payment of money) or in other cases, 30 days (or a lesser time in the case of emergency or urgent circumstances).

**19.0 Landlord's Right to Perform**

19.1 If the Tenant should fail to rectify a curable default within the time specified and if the default is one that can be cured by the Landlord, the Landlord may, without further notice to the Tenant, take all steps considered in its sole discretion necessary to rectify the default. Nothing in this Lease obligates the Landlord to rectify any default of the Tenant but should the Landlord choose to do so, the Landlord shall not be liable to the Tenant for any act or omission in the course of curing or attempting to cure any default.

**20.0 Provisos**

20.1 Provided always and it is hereby agreed that:

- (a) if the Rent is unpaid for fifteen (15) days; or
- (b) if the Tenant should breach any other of its covenants, agreements or obligations herein and, if such breach is curable by the Tenant, the breach is not cured by the Tenant within 30 days (or other time specified) after receipt of a notice sent by the Landlord to the Tenant, in the manner herein provided, requiring that the breach be cured,

then notwithstanding anything in this Lease to the contrary, the Landlord may, without further notice, enter into and upon the Premises or any part in the name of the whole and to have the same again, repossess and enjoy as of its former estate, and if and whenever the Landlord becomes entitled to re-enter the Premises, the Landlord, in

addition to all other rights and remedies, shall have the right to terminate this Lease without further notice. Thereupon, this Lease and the Term shall terminate and the Tenant shall immediately deliver up possession of the Premises to the Landlord in accordance with section 17.0.

20.2 If the Landlord terminates this Lease, the Landlord retains the right to proceed at law against the Tenant for all arrears of Rent and other accrued loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the Landlord arising from the default of the Tenant under this Lease.

21.0 **Assignment**

21.1 This Lease may not be assigned or transferred by the Tenant and the Premises may not be sublet without the consent of the Landlord, such consent not to be unreasonably withheld.

22.0 **Registration**

22.1 The Tenant agrees that the Landlord shall not be obliged to deliver this Lease in form registrable under the *Land Title Act*, R.S.B.C. 1996, c. 250 and covenants and agrees with the Landlord not to register this Lease.

23.0 **Notice**

23.1 It is hereby mutually agreed that any notice required to be given under this agreement will be deemed to be sufficiently given if:

- (a) delivered at the time of delivery; and
- (b) mailed from any government post office in the province of British Columbia by prepaid registered mail addressed as follows:

if to the Landlord:

Bag 340  
Mackenzie, B.C. V0J 2C0  
Attention: Chief Administrative Officer

if to the Tenant:

1-15079-64 Avenue  
Surrey, B.C. V3S 1X9  
Attention: Sean Dittenhoffer, Sr. Real Estate Manager

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from

time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

**24.0 Law to the Contrary**

24.1 This Lease shall enure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.

**25.0 Severance**

25.1 If any portion of this Lease is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Lease.

**26.0 Governing Law**

26.1 This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.

**27.0 Waiver**

27.1 Waiver by one party of any default by the other party shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

**28.0 References**

28.1 Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires.

**29.0 Amendment**

29.1 This Lease may not be modified or amended except by an instrument in writing signed by the Landlord and the Tenant.

**30.0 Remedies Not Exclusive**

30.1 No remedy conferred upon or reserved to the parties is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.



**31.0 Charges on Title**

31.1 The Tenant shall abide by and observe all requirements and restrictions on the title to the Land registered prior to the Commencement Date.

**32.0 Enurement**

32.1 This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

**33.0 Captions**

33.1 The captions appearing in this lease have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Lease.

**34.0 Interpretation**

34.1 Wherever the singular or masculine or neuter is used in this Lease, the same shall be construed as meaning the plural, the feminine or body corporate where the context so requires.

**35.0 Entire Lease**

35.1 The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal ' or written between the parties with respect to the subject matter hereof.

**36.0 Time of Essence**

36.1 Time is of the essence of this Lease.

**37.0 Further Assurances**

37.1 The parties shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Lease.

**38.0 Covenants and Conditions**

38.1 All of the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.

Signature page to follow.

**IN WITNESS WHEREOF** the parties have executed this Lease on the day and year first above written.

**DISTRICT OF MACKENZIE** )  
by its authorized signatories: )  
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Name: )  
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\_\_\_\_\_)  
Name )

**TELUS COMMUNICATIONS INC.** )  
by its authorized signatories: )  
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