

Attachment #1

*Proposed Agreement between Rogers
Communications Inc. and the City*

DAS ANTENNA AGREEMENT (NEUTRAL HOST FORM)

This License ("License") is entered into as of the 1st day of December, 2024 between Rogers Communications Inc., as licensee (the "Licensee"), and the City of New Westminster, as licensor (the "Licensor"), for the building known as Anvil Centre located at 777 Columbia Street, New Westminster, B.C. The Licensor and the Licensee hereby agree as follows:

1. License to Use Space

The Licensor hereby grants to the Licensee a non-exclusive license to:

- (a) install, maintain, connect, supplement, remove, operate and repair communications equipment, including but not limited to antenna(s), support tower section for the antenna(s) and/or microwave dish antenna(s), waveguide, cabling, wiring, radios, battery back-up system, routers, switches, accessories, combiners, couplers, splitters, attenuators, optical converters, amplifiers, indoor antennas, and any other externally mounted equipment or infrastructure related thereto for installation, operation and maintenance (the "Equipment") solely for the telecommunications purposes of the Licensee, described below in paragraph 2, at the locations (the "Locations") approximately as indicated on Schedule "A" attached hereto in the building or on the lands municipally known as 777 Columbia Street, New Westminster, B.C., (the building and the lands and improvements thereon are hereinafter collectively referred to as the "Building"); and
- (b) use, in common with others, of pathways, common utility conduits, and their surrounding areas, and shafts in and upon the Building in locations to be pre-approved in writing by the Licensor, (such pre-approval not to be unreasonably withheld or delayed), for the purpose of connecting the Equipment to the Building's or Licensee's electrical power source, fibre and telephone lines and to the Licensee's telecommunication network.
- (c) the use of the Building's Electrical Service to provide power to the required equipment.

The Locations and other space permitted to be used from time to time by this License are referred to in this License as the "Equipment Space". A portion of the Equipment Space shall be the exclusive use area for the Licensee in the Building as shown on Schedule "A" (the Equipment Room). Furthermore, the Equipment Room shall be provided by the Licensor for the Licensee to connect to the DAS (as defined below) and the Equipment Space throughout the Building to accommodate the remote radio units. Electricity connections will be provided by the Licensor in all required areas.

2. Use

(a) Restrictions

The Equipment Space shall be used for the purpose of installing, operating, connecting, repairing, supplementing, removing and maintaining the Equipment and providing communication services to the Licensee's customers, including a distributed antenna system ("DAS") network in the Building. The Equipment shall be used for the purpose of providing and enhancing communication services on the Licensee's network for users of wireless products and services in the Building and its immediate proximity.

(b) Requirements

The Licensee acknowledges that the Licensor's intent in entering into this License is to facilitate the provision of communication services to the occupants of, and visitors to, the Building by not only the Licensee but other licensed third party mobile cellular operators (such as, by way of example, Bell Mobility Inc., and TM Mobile Inc.) operating within the vicinity of the Building that wish to use the DAS network in the Building. Subject to Section 15 and to the third party service provider, in each case, entering into a collocation agreement in a form acceptable to the Licensee, third party service providers will be given an opportunity to

have access to the Licensee's DAS provided that the third party's operations do not overburden the DAS, there is sufficient Equipment Space, and the third party has agreed to give adequate consideration for use, such determination to be in the Licensee's sole discretion.

3. Licensor's Access

The Licensor shall at all times have access to such portions of the Equipment Space as it requires or desires for the purpose of operating, maintaining and repairing the Building, so long as there is no interference with the Licensee's use. The Licensee's use of the Equipment Space (except for the Equipment Room) shall be non-exclusive.

4. License Fees

Upon signing of this License there shall be a one-time License Fee of Ten Dollars (\$10) paid by the Licensee to the Licensor. In addition, the Licensee shall pay a License Fee of Twenty-five Dollars (\$25.00) per month for equipment rack space rental, payable on the first day of each month of the term, plus applicable taxes. There shall be a fee paid to the Licensor for sub-licensing to be negotiated by the parties prior any approval of the sub-license by the Licensor.

5. Term

The Licensor hereby licenses to the Licensee, the Equipment Space for and during the term (the "Term") of five (5) years commencing on the later of the 1st day of May, 2025 and the first day of the month following the start of the installation of the Licensee's Equipment. The Licensee shall, within sixty (60) days after the expiration or earlier termination of the License, remove the Equipment (including, without limitation, all installation and anchoring hardware) installed in the Equipment Space. If the Licensee remains in possession at end of the Term(s), the Licensee shall be a month-to-month licensee on the same terms and conditions as set out herein.

6. Extension

Provided the Licensee is not then in material default with respect to the Licensee's obligations beyond any applicable cure and notice period as set out herein, the Licensee shall have the option to extend the Term of this License for three (3) further term of five (5) years (the "Option Period"). The option shall be deemed to be exercised by the Licensee unless the Licensee gives not less than six (6) months written notice prior to the expiration of the Term or any extension period as the case may be stating it elects not to exercise such option. The Option Period shall be subject to the same terms and condition as the Term except there shall be no further option to extend and that the License Fee shall be negotiated between the parties prior to the exercise of any renewal option and any increases will be kept within the greater of the increase in the Consumer Price Index for British Columbia (All Items) in the preceding 5 year period, or 15% over a renewal term of 5 years.

7. Utilities

Utilities required for the operation of the telecommunications facilities shall be the responsibility of Licensee, and electrical consumption shall be provided and determined by Licensor via its electrical service. The Licensee shall pay the Licensor an electrical usage fee ("Utilities Fee"), calculated based on the estimated electrical usage of the Equipment with a continuous power draw of 460w at \$0.1410 per kwh, equivalent to a rate of Forty-eight Dollars and Fourty Cents (\$48.40) per month for the first year of the Term. The Utilities Fee shall be increased for each year of the Term by 3.5% per year.

8. Title to Equipment

The Equipment will remain the property of the Licensee and notwithstanding the attachment or affixation of any of the Equipment to the Equipment Space in any manner, all of the Equipment may be removed by the

Licensee at the expiration or earlier termination of this License. The Equipment shall at all times remain items of personal property and not fixtures.

9. Installation of the Equipment

The Licensee shall deliver to the Licensor the Licensee's plans and specifications for the installation of the Equipment for review and approval by the Licensor's engineer not less than ten (10) days prior to commencing installation of the Equipment. The Licensee shall not commence installation of the Equipment without the prior written consent of the Licensor, such consent not to be unreasonably withheld or delayed, and until the Licensee has received all necessary governmental approvals and permits. The installation and use of the Equipment will comply with all applicable government requirements including fire and building code regulations.

10. Access to the Equipment

The Licensor agrees that the Licensee shall have access to the Equipment Space during normal business hours, which are 9:00am to 5:00pm, seven (7) days a week for the purpose of installing, operating, maintaining, repairing, supplementing and removing the Equipment. Except in the case of an emergency, in order to gain access to the Equipment Space, the Licensee shall give to the Licensor reasonable prior written notice requesting access, such emergency access to be at the Licensor's discretion, considering the Licensor's capacity in the management of the Building, acting reasonably.

11. Other Radio or Telecommunication Equipment

The Licensor covenants that the Licensee's use and enjoyment of the Equipment Space shall not be disturbed. The Licensor will use best efforts not to adversely affect the Licensee's provision of services to its customers in the Building. If the operation of other telecommunication equipment installed by others after the date of this License interferes with the Licensee's use of the Equipment, then the Licensor agrees to shut down the operation of the third party's telecommunication equipment until such interference is rectified.

12. Termination Right

The Licensee may terminate this License on three (3) months' prior written notice to the Licensor, but only if (A) it satisfies the Licensor, acting reasonably, that any "Sub-Licensees" (defined in Section 15(b) below) then using the DAS will be able to continue using the DAS, and (B) the Licensee enters into an agreement with an assignee carrier and the Licensor whereby such assignee shall assume all of the Licensee's obligations to the Licensor under this License. All prepaid License Fees (if any) shall be adjusted to the date of termination.

13. Insurance and Indemnity

Unless caused by or contributed to by, the Licensor or those for whom the Licensor is at law responsible, the Licensee shall indemnify and save the Licensor, its officers, directors, employees, agents and personnel, harmless from injury to persons or damage to property of or at the Building caused by the Licensee's, or any of its personnel, contractors, agents or other representatives' improper installation, operation, removal, replacement, supplementation, repair or maintenance of the Equipment. The Licensee will maintain a policy of commercial general liability insurance in respect of personal injury or property damage arising from the operation of the Equipment with not less than Five Million Dollars (\$5,000,000.00) coverage and the Licensor shall be added as an additional insured, and a certificate of insurance shall be furnished to the Licensor prior to installation of the Equipment and upon each anniversary of the commencement of the Term.

Notwithstanding anything to the contrary herein, The Licensee's total cumulative liability for damages, expenses, costs, liability, claims or losses (collectively, "Losses") arising out of or in connection with this License or the provision of the DAS under this License, whether arising in negligence, tort, statute, equity,

contract, common law, or any other cause of action or legal theory even if the Licensee has been advised of the possibility of those damages, is limited to the Licensee's cost of installing the DAS in the Building.

Neither the Licensors nor the Licensee will be liable to the other (regardless of any other provision of this License), 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.

Any limitation of liability that applies to a party in this section shall also apply to that party's directors, officers, affiliates, as defined in the Canada Business Corporations Act, contractors and agents.

14. Notices

Any written information, questions, notices, or correspondence pertaining to this License shall be sent by mail, postage prepaid, certified or registered mail, to the following address or such other address as may be specified in writing from time to time:

To the Licensors: **City of New Westminster
Attn: Chief Information Officer, Information Technology Services
511 Royal Avenue
New Westminster, B.C. V3L 1H9**

To the Licensee: **Rogers Communications Inc.
Attention: Manager, Real Estate
One Mount Pleasant Road, 2nd Floor
Toronto, Ontario
M4Y 2Y5**

All notices or correspondence shall be deemed received three (3) days after mailing.

15. Defaults: Remedies

It shall be a default under this License if:

- (a) the Licensee shall fail to pay any amount payable under this License within thirty (30) days of receipt of written notice from the Licensors;
- (b) the Licensee shall fail to observe or comply with any of the terms, conditions, covenants, and agreements to be observed and complied with by the Licensee under this License within thirty (30) days of receipt of written notice (or such longer period as may reasonably be required to cure such breach so long as the Licensee is diligently proceeding with such cure); or
- (c) the Licensee becomes bankrupt or insolvent, or takes the benefit of, or, proceedings are taken against it under any insolvency laws, or a receiver or receiver and manager is appointed in respect of any of the Licensee's business or assets.

If any default of the Licensee shall continue unremedied for a period of thirty (30) days after notice thereof by the Licensors, the Licensors shall have, in addition to any other remedy available hereunder, at law or in equity, the right to terminate this License.

16. Assignment – Sub-Licensing

The Licensee shall not assign this License or sub-license the whole or any part of the Equipment Space without prior written consent of the Licensor being first had and obtained, which consent may not be unreasonably withheld if the assignee or sub-licensee enters into an agreement in writing with the Licensor to abide by and be bound by this License. Notwithstanding the foregoing, the Licensee may, without consent, but on notice to the Licensor, assign its rights and obligations under this License or sub-license the whole or any part of the Equipment Space to:

- (a) a person, corporation or partnership (an "entity") that directly or indirectly controls, is controlled by, or is under common control with the Licensee (but upon the entity ceasing to control or be so controlled, an assignment of this License requiring the Licensor's prior written consent will be considered to occur); or
- (b) a purchaser of all or substantially all of the Licensee's assets; or
- (c) any existing sub-licensee (other than resellers) using the entire DAS network in the Building;
- (d) Bell Mobility Inc., TM Mobile Inc., or any other mobile operator licensed by Innovation, Science and Economic Development Canada.

17. Hazardous Materials

The Licensor represents that it has no knowledge of any substance at the Building that is identified as hazardous, toxic or dangerous in any applicable federal, provincial or local law or regulation. The Licensor shall be responsible for any pre-existing contamination of the Building. Neither the Licensor nor the Licensee shall introduce or use any such substance at the Building in violation of any applicable law.

18. Licensor's Co-Operation

The Licensor shall co-operate with the Licensee in obtaining all necessary consents from any governmental authorities having jurisdiction with respect to the installation, operation or maintenance of the Equipment and will execute all necessary consents or authorizations.

19. Sales Tax

The Licensee shall pay, when due, any sales tax, goods and services tax, value added tax or any other tax imposed on the Licensor with respect to the License Fee or any other sum payable by the Licensee to the Licensor under this License or in respect of the licensing of the Equipment Space, whether characterized as a sales tax, goods and services tax, value added tax, business transfer tax or otherwise.

20. Entire License

This License and the schedules attached set forth the entire agreement between the Licensor and the Licensee concerning the Equipment Space and the Equipment and there are no agreements between them other than as are herein set forth. This License and the schedules may not be modified except by agreement in writing executed by the Licensor and the Licensee.

21. Licensor's Authority

The Licensor represents and warrants that it is the registered owner of the Building and that it has full authority to execute this License and to grant the Licensee all the rights incorporated in this License.

22. Successors and Assigns

This License shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

23. Confidentiality

The parties acknowledge subject to the provisions of the Freedom of Information and Privacy legislation of British Columbia that in furtherance of the activities contemplated by this License, it may be necessary or desirable for the parties to share information that is considered proprietary and confidential. Each party (the "Receiving Party") agrees to use commercially reasonable efforts to protect the confidentiality of information disclosed to it by the other party (the "Disclosing Party") and that is labelled or otherwise clearly identified by the Disclosing Party, acting reasonably, as being confidential Information. The party receiving the confidential information agrees not to disclose such information to third parties except (i) to its affiliates, contractors, licensees, advisors and agents who have a need to know such information in connection with the purposes of this License, and who have agreed to protect the confidentiality of the information, or (ii) as required by law. The foregoing restrictions do not apply to information that is rightfully obtained by the Receiving Party from a third party, that is in the public domain through no fault of the Receiving Party, or that is independently developed by the Receiving Party.

The parties agree that the following paragraphs of this License shall be considered confidential information and shall be subject to the disclosure restrictions described above: Term, Extension, and License Fees.

24. No Offer

The Licensee will not be deemed to have made an offer to the Licensor by preparing this License. No agreement respecting the DAS will arise or exist between the parties hereto except through the due execution of this License by both parties.

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EXECUTED as of the date first written above.

CITY OF NEW WESTMINSTER

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

ROGERS COMMUNICATIONS INC.

Per: _____
Name: Cody Greenough
Title: Manager, Real Estate & Municipal Affairs

I/We have authority to bind the Corporation.

SCHEDULE "A"

DESCRIPTION OF BUILDING

PID 028-868-358

**Lot C Blocks 12 and G Merchants Square New Westminster District Plan BCP50972
Except Air Space Plan EPP39456**

SCHEDULE "B"

IDENTIFICATION OF PREMISES

- Plans for Anvil Centre by GS Sayers Engineering Ltd. attached as Schedule "B"