

## COMMUNICATIONS LICENSE AGREEMENT

### INFORMATION PAGE

This page sets out information which is referred to and forms part of the COMMUNICATIONS LICENSE AGREEMENT dated the 4th day of March, 2021 between **Kaneff Properties Limited** as the Licensors and **Bell Canada** as the Licensee.

Property: Bartley Square, 1 Bartley Bull Parkway, in the City of Brampton and the Province of Ontario.

Building: the building(s) located on the Property.

Floor Area of Deemed Areas: Approximately Two Hundred and Forty (240) square feet.

Commencement Date: The 1<sup>st</sup> day of March, 2021.

Term: The period commencing on the Commencement Date and ending on the 30<sup>th</sup> day of April, 2026.

License Fee: One thousand five hundred dollars (\$1,500.00) annually in advance due on the Commencement Date and each anniversary thereafter.

Electrical Consumption Fee: the fee determined pursuant to Section 6 (a).

Renewal Terms: N/A.

Notices: **Licensors**

Kaneff Properties Limited  
8501 Mississauga Road  
Brampton, ON L6Y 5G8  
Attention: Kristina Kaneff

**Licensee**

c/o Brookfield Global Integrated Solutions  
87 Ontario St. West, 6th Floor  
Montreal, QC H2X 0A7  
Attention: Department, Client Services; and  
Department, Lease Administration

Fax: (514) 840-8404

with a copy to:

Bell Canada Real Estate Services  
87 Ontario St. West, 6th Floor  
Montreal, QC H2X 1Y8

Attention: Director, Strategic Asset Planning

Fax: (514) 391-7990

## COMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 4th day of March, 2021.

**B E T W E E N:**

**KANEFF PROPERTIES LIMITED**

(hereinafter the “Licensor”)

– and –

**BELL CANADA**

(hereinafter the “Licensee”).

### **1. DEFINITIONS**

In this Agreement the capitalized terms appearing herein shall mean the following:

“**Affiliate**”: a company that is affiliated with another within the meaning of the Canada Business Corporations Act.

“**Agreement**”: this agreement, its Exhibits and Schedules and Information Page.

“**Broadcasting**”: any transmission of programs, (excluding the Services) whether or not encrypted, by radio waves or other means of telecommunication for reception by the public by means of any device.

“**Buildings**”: the buildings situated on the Lands; described on the Information Page.

“**Business Day**”: a day that is not Saturday, Sunday, or a statutory holiday.

“**Cable**”: fibre optic cables and any other transmission medium used to provide the Services.

“**Confidential Information**” has the meaning set out in Section 37.

“**Commencement Date**”: the date stated as the Commencement Date on the Information Page.

“**Communications Equipment**”: cabinets, racks, electronic equipment and other equipment that are installed, or are to be installed by the Licensee, in the Deemed Areas as described in Schedule “A” and such other equipment as may be installed by the Licensee during the Term, as approved by the Licensor in accordance with Section 7.

**“Communications Spaces”**: cable pathways and conduit designated by the Licensor, acting reasonably, for use by the Licensee to provide Services to tenants and occupants of the Building and such other pathways used by the Licensee during the Term as approved by the Licensor in accordance with Section 7.

**“Connecting Equipment”**: the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that are described in Schedule “C” and are installed, or to be installed by the Licensee, through the Entrance Links, and the Communication Spaces and such other connecting equipment as may be installed by the Licensee in the Buildings during the Term, as approved by the Licensor in accordance with Section 7, that is connected to the Entrance Cables, Communications Equipment, or Cable or that is used to house or carry Cable.

**“Cross Connection”**: the connection of one wire or cable under the management and control, or ownership of one party to a wire or cable under the management and control or ownership of another, by anchoring each wire or cable to a connecting block and placing a third wire between the two, or by any other means, and any other connection of the communications system or any of its components that is under the management, control or ownership of one party to that of another, or any of its components.

**“Customer(s)”**: a person or entity who is a tenant or occupant in any of the Buildings and who purchases or subscribes for Services from the Licensee.

**“Deemed Areas”**: the areas described in Schedule “A” and depicted in plan view drawings.

**“Entrance Cables”**: the Cables installed or to be installed by the Licensee that connects the Licensee’s fibre network from the property line of the Lands to the Communications Equipment, located in designated Buildings.

**“Entrance Links”**: the coresleeve, or other penetrations designated by the Licensor, acting reasonably, through the Buildings’ walls or elsewhere containing the Entrance Cables.

**“Equipment Rooms”**: the areas containing the Deemed Areas and other communications related equipment.

**“Event of Default”**: defined in Section 18.

**“Fee”**: any amount payable by the Licensee under this Agreement.

**“Hazardous Substance”**: any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Lands are situated or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenyls, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

**“Information Page”**: the cover sheet attached to this Agreement as “Page IP”.

**“Inside Wire”**: wires and other facilities which are usually in, or in proximity of, premises of the tenants or occupants of the Buildings, and which are under those persons’ or entities’ responsibility and control.

**“Lands”**: the lands occupied by the Buildings, municipally known as 8205-8405 Mississauga Road, Brampton, Ontario.

**“Licensee’s Equipment”**: the Communications Equipment and the Connecting Equipment.

**“License Fee”**: the annual sums stated as the License Fee on the Information Page.

**“Owner(s)”**: the owner or owners from time to time of the freehold or leasehold title of the Lands, the Building or either of them with sufficient right, title and interest in the Building and Lands to grant this License.

**“Plans and Specifications”**: the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Section 7(a).

**“Prime”**: the rate quoted from time to time as its "Prime Rate" for commercial loans by the Toronto Dominion Bank.

**“Recoverable Costs”**: the costs and expenses particularized on Schedule “D” for building services requested of the Licensor by the Licensee or causal to the Licensee’s construction and installation activities relating to the provision of the Services in the Buildings. However, Recoverable Costs shall not include costs that would be incurred by the Licensor in any event, costs that have already been incurred by the date of execution of this Agreement, the costs associated with the negotiation, management, administration, monitoring and enforcement of this Agreement or (except for charges for services identified in Schedule “D” and provided by the Riser Manager) fees in relation to a Riser Manager.

**“Riser Manager”**: a person or entity, employed or retained by the Licensor to provide management and supervision services for all or part of the raceways, risers, ducts, conduits, sleeves, communications pathways (including the Communications Spaces), roof areas and other communications related facilities in or serving the Buildings.

**“Services”**: the television, internet, telephone, and other communications services to be provided by the Licensee to tenants or occupants in the Buildings.

**“Term”**: the period of time stated as the Term on the Information Page.

## **2. GRANT**

(a) The Licensor grants to the Licensee for the Term, a non-exclusive License:

- (i) to install, operate, maintain, repair, improve, replace, upgrade, and remove, at the Licensee’s sole expense and risk, the Entrance Cables, Communications Equipment, Connecting Equipment, and Cable;

- (ii) to use the Entrance Links and Communications Spaces;
  - (iii) to connect the Entrance Cables to the Communications Equipment; and
  - (iv) to connect the Licensee's Equipment to Inside Wire.
- (b) The Licensee shall be provided access to the Lands and Buildings in order to exercise its non-exclusive license, twenty four (24) hours per day, three hundred and sixty five (365) days per year subject to:
  - (i) the Licensor's reasonable security requirements as communicated in writing in advance to the Licensee;
  - (ii) the notice requirement as provided in Section 9(b); and
  - (iii) an event of force majeure as provided in Section 31.
- (c) In the event that more than one building is situated on the Lands, the Licensee may, at its discretion, use the Equipment Room and Deemed Area to offer and provide Services to tenants and occupants in one or more of the other Buildings on the Lands.
- (d) The Licensor makes no warranty or representation that the Equipment Rooms, Deemed Areas, the Communications Spaces or any part of the Buildings or the Lands are suitable for the Licensee's use.
- (e) The Licensor may grant, renew or extend similar Licenses to other suppliers of internet services, or to suppliers of communications services. The License granted by this Agreement is revocable only in accordance with the express terms of this Agreement.
- (f) The relationship between the Licensor and the Licensee is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

### **3. LICENSE FEE PAYMENT AND DETERMINATION**

- (a) The Licensee agrees to pay the License Fee to the Licensor annually in advance without any set-off, deduction or abatement whatsoever.
- (b) The Licensee shall also pay to the Licensor any Recoverable Costs incurred by it within sixty (60) days after receipt of each itemized invoice, without deduction or set off.

- (c) Interest will accrue at that rate of interest that is three percent (3%) greater than Prime on any arrears of Fees payable by the Licensee, and will be payable when payment of the interest is demanded.
- (d) Value added taxes and similar taxes such as “HST” or “GST” are payable by the Licensee on all Fees. The Licensors shall issue invoices to the Licensee for all fees and applicable taxes that include the information required under the *Excise Tax Act* (Canada), its regulations.
- (e) The Licensors are registered under Subdivision d of Division V of Part IX of the Excise Tax Act (Canada) and has been assigned GST/HST Number 102763943 RT00001. The Licensors shall provide the Licensee with immediate written notice upon and of any change to its GST/HST registration status.

#### **4. TERM AND RENEWAL TERMS**

- (a) This License will be in force during the period beginning on the Commencement Date, as described on the Information Page, and continuing until the expiration of the License Term, as described on the Information Page, unless this License is sooner terminated or extended to a later date under any other term or provision hereof.
- (b) This Agreement shall be automatically renewed for the Renewal Term(s), if any, unless the Licensee provides the Licensors with at least thirty (30) days prior written notice of the Licensee’s intention not to renew. The Renewal Term(s) will be governed by the same terms and conditions set out herein except for: (i) any further right to renew after the second Renewal Term; and ii) the License Fee, which will increase by two percent (2%) for each year of each of the Renewal Term(s) from the License Fee in the preceding year of the Term or Renewal Term(s), as the case may be.

#### **5. USE**

The Licensee shall use the Buildings, Communications Spaces, Deemed Areas and the Equipment Rooms solely for the purpose of providing Services to the tenants or occupants situated in the Buildings. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Agreement does not provide for the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment or Broadcasting.

#### **6. ELECTRIC UTILITIES**

- (a) The Licensee will provide the Licensors with an electrical load calculation for the Licensee’s Equipment, prior to the installation, to determine the Electrical Consumption Fee. The electrical load calculation shall be supplied by an engineer and the Electrical Consumption Fee will be determined by the Licensors based on the cost of electricity. If the electrical load calculation indicates that the Licensee’s Equipment does not consume electricity and this is confirmed by the Licensors’

consultant, the Electrical Consumption Fee will be waived. The Licensor has the right to audit the Licensee's Equipment at any time at the Licensee's expense to ensure that the Licensee's Equipment is not consuming electricity. If the electrical load calculation indicates that the Licensee's Equipment is consuming electricity the Electrical Consumption Fee shall be payable in advance and an administration fee of fifteen percent (15%) of the amount shall be paid by the Licensee when it is billed. The Electrical Consumption Fee is subject to adjustment by the Licensor annually, based on increases in the cost of electricity.

- (b) If the electrical load calculation indicates that the Licensee's Equipment electricity consumption exceeds the Electrical Consumption Fee then a sub meter will be installed at the Licensee's expense or the Licensor may estimate, acting reasonably, the amount of electricity consumed by the Licensee and such amount will be payable by the Licensee, the Electrical Consumption Fee plus an administration fee of fifteen percent (15%) of the amount when billed. Alternatively, the Licensee may install a meter at its cost and in that case will pay any charges or fees related thereto, and pay the Licensor for all electrical usage arising out of or connected with the Licensee's installation, operation and maintenance of the Licensee's Equipment plus an administration fee equal to fifteen percent (15%) of those costs.
- (c) The Licensor shall use reasonable commercial efforts to notify the Licensee in writing in advance of any planned utility outages that may interfere with the Licensee's Equipment use but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages.
- (d) The Licensor has no obligation to provide emergency or "backup" power to the Licensee. Any provision of emergency or "backup" power shall be the sole responsibility of the Licensee. Any installation with respect to the written approval of the Licensor (not to be unreasonably withheld) in a location approved by the Licensor and, will be subject to payment of a reasonable fee. The provisions of this Agreement will apply in all aspects to the emergency generator that will form part of the Licensee's Equipment.

## **7. CONSTRUCTION**

- (a) Subject to what is stated below, prior to performance of any work, or the making of any installation and prior to changes, alterations or upgrades to any existing work or installation in the Buildings, the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, Plans and Specifications for the work or installation detailing the type, size and location of the Licensee's Equipment that is proposed to be installed, altered or removed, the Communication Spaces to be used by the Licensee and the Deemed Areas, all specifically describing the proposed construction and work. All working drawings, Plans and Specifications must be prepared in accordance with applicable engineering standards, and will be considered as part of the Plans and Specifications when they have been approved by the Licensor, in writing. No work shall commence until the Licensor has approved, in writing, the working drawings, Plans and Specifications,

and any other applicable construction or installation plans. The Licensor's approval of Plans and Specifications is not deemed a representation that the Licensee's Equipment will not cause interference with other systems in the Buildings or that the Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Licensee.

- (b) The Licensor will promptly notify the Licensee in writing upon the completed construction of any current or future Equipment Room, in order for the Licensee to document such space and produce a layout plan for each current or future Equipment Room, as described in Schedule "A" attached hereto, which the parties agree may be amended by the Licensee and the Licensor as needed from time to time during the Term and any extensions thereof.
- (c) The Licensee warrants that, the installation of the Licensee's Connecting Equipment, Entrance Cables and Cable shall be in strict compliance with the approved Plans and Specifications.
- (d) The Licensee agrees that installation and construction shall be performed:
  - (i) in a neat, responsible, and good and work like manner;
  - (ii) strictly consistent with such reasonable requirements as shall be imposed by the Licensor and communicated in advance to the Licensee in writing;
  - (iii) in accordance with all applicable laws, rules and regulations; and
  - (iv) using only contractors approved in writing by the Licensor.
- (e) The Licensee shall label each Cable installed by the Licensee on or after the date of this Agreement in the Communications Spaces at any intervals and at additional locations that the Licensor might reasonably require. The labelling will be in a format approved by the Licensor acting reasonably.
- (f) The Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Licensor prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over the Licensee's operations.
- (g) The Licensee shall not, during construction or otherwise, block access to or in any way obstruct, interfere with or hinder the use of the Buildings' loading docks, halls, stairs, elevators, sidewalks around the Buildings or any entrance ways.
- (h) The Licensee may amend or supplement the Plans and Specifications approved by the Licensor, from time to time, with the written consent of the Licensor, for the purpose of serving tenants and occupants of the Buildings. All terms and conditions of this Section 7 shall apply.



- (i) Prior to the installation of any additional Licensee's Equipment under this Agreement, the Licensee will also provide to the Licensor whatever information the Licensor reasonably requires concerning types of wiring casings, materials used in the Licensee's Equipment, sizes, capacities and other information which may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers. From time to time at reasonable intervals, the Licensor may require the Licensee to update the information referred to above in connection with the Licensee's Equipment and the Licensee will complete the update by confirmation in writing no later than ten (10) Business Days after written request.
- (j) If the Licensee fails to commence and proceed with installation of the Licensee's Equipment within one (1) year after the Commencement Date, the Licensor may elect to terminate this Agreement on thirty (30) days written notice but if the Licensee notifies the Licensor before the end of the end of the thirty (30) day period that it agrees to proceed with the installation of the Licensee's Equipment within six (6) months of the date of its notice, the Licensor's notice of termination will be rescinded.

## **8. COVENANTS**

- (a) The Licensee covenants as follows:
  - (i) The Licensee shall, at its sole cost and expense, maintain and repair the Deemed Areas and the Licensee's Equipment in proper operating condition and maintains them in satisfactory condition as to safety.
  - (ii) The Licensee shall, at its sole cost and expense, repair any damage to the Buildings, Communications Spaces and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any other occupant of the Buildings where such damage is caused by the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees as soon as possible but not more than forty-eight (48) hours after the damage is caused or such other period as is reasonably required to repair the damage provided that the Licensee commences to repair expeditiously and diligently proceeds with such repair or refinishing. If the Licensee fails to repair or refinish the damage within a reasonable timeframe established by the Licensor, the Licensor may repair or refinish such damage and the Licensee shall reimburse the Licensor all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs.
  - (iii) The Licensee shall not interfere with the use and enjoyment of the Buildings by the Licensor or by lessees, or licensees of the Licensor or tenants or occupants of the Buildings. If such interference occurs, the Licensor may give the Licensee written notice thereof and the Licensee shall correct same as soon as possible but not more than forty-eight (48) hours after receipt of

notice. If the Licensee fails to correct the conditions after proper notification, the Licensor may take any action the Licensor deems appropriate to correct the conditions, all at the cost of the Licensee, plus an administration fee equal to fifteen percent (15%) of those costs.

- (iv) The Licensee's Equipment shall not disrupt, adversely affect, or interfere with other providers of communications or other services in the Buildings, the Buildings' operating, elevator, safety, security, or other systems, or with any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties. The Licensee shall correct such interference as soon as possible but not more than forty-eight (48) hours after receiving written notice of such interference.
- (v) The Licensee will comply with all rules as set out in Schedule "E", as periodically adopted by the Licensor acting reasonably and communicated in writing in advance to the Licensee, and will cause its agents, employees, contractors, invitees and visitors to do so as well.
- (vi) The Licensee will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Deemed Areas, the Equipment Rooms, the Licensee's Equipment, including the Licensee's provision of Services.
- (vii) The Licensee will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the Licensee's Equipment that, in the sole discretion of the Licensee, cannot be readily removed or relocated.
- (viii) The Licensee will not permit any third party to co-locate equipment in its Deemed Areas nor will it permit any third party supplier to Cross Connect to any of the Licensee's Equipment or to use any part of the Licensee's Equipment for the purpose of providing communication or similar services to Customers in the Buildings.
- (ix) The Licensee will strictly comply with all occupational health and safety legislation, workers' compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable.
- (x) If the Licensor elects to employ or retain a Riser Manager, the Licensee will, to the extent directed by the Licensor (i) recognize the Riser Manager as the duly authorized representative of the Licensor, and (ii) abide by all reasonable policies, directions and decisions of the Riser Manager pertaining to matters such as the use of Communication Spaces and other

areas within the Buildings, and the installation and operation of equipment having regard to safety, operational and building integrity concerns. Despite the foregoing or anything else contained herein to the contrary, and unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any Riser Manager or any other third party.

(b) The Licensor covenants:

- (i) To operate, repair and maintain the Buildings and Buildings' systems and the Lands in a safe and proper operating condition and in accordance with applicable laws and regulations and accepted building industry standards;
- (ii) That any consent or approval of the Licensor pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for;
- (iii) Subject to the Licensee reimbursing the Licensor for the Licensor's reasonable costs in doing so, and subject to payment to the Licensor of an administration fee of fifteen percent (15%) of those costs, to cooperate with the Licensee to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Licensee's construction, installation and operations provided for in this Agreement, in or in respect of the Buildings;
- (iv) If the operation of the Licensee's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Buildings, the Licensor shall, to the extent that it is commercially reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Licensee in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference; and
- (v) That it has sufficient right, title and interest in the Building and Lands to grant this License.

**9. ACCESS**

- (a) The Licensee's authorized representatives may have access to the Equipment Rooms at all times during normal business hours, and at other times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving, upgrading, and repairing the Licensee's Equipment. The Licensor will give the Licensee's authorized employees or properly authorized contractors, subcontractors, and agents of the Licensee ingress and egress to the Lands, Buildings and Communications Spaces during normal business hours, and at other times as agreed by the parties in advance. However, only authorized engineers,

employees or properly authorized contractors, subcontractors, and agents of the Licensee, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Buildings, Communications Spaces, Equipment Rooms, or other areas in the Buildings and only upon the conditions set forth in this Agreement. The Licensee shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communication Spaces, Equipment Rooms, or other areas in the Buildings.

- (b) Except in the event of an emergency and as described below, the Licensee will give at least twenty-four (24) hours' notice to the Licensor of its intent to enter Communications Spaces. At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. For routine service activations and repair visits to the Buildings during normal business hours for which purposes the Licensee requires access without advance notice, this notice may be given at the time of the entry, to the security person, or other person designated for that purpose by the Licensor. Any person who accesses the Buildings Communication Spaces, or any other part of the Buildings which the Licensor designates outside of normal business hours, may be required by the Licensor to be accompanied by a representative of the Licensor designated for that purpose and the cost of providing this form of accompaniment or supervision will be paid by the Licensee to the Licensor based on hourly wage and employment cost plus an administration fee of fifteen percent (15%). This escort fee shall not apply if it is recovered from tenants through operating costs charged to them under their leases. In the event of any emergency, the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Communications Spaces and, within five (5) Business Days following the entry, shall provide to the Licensor a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.
- (c) Nothing in this Agreement shall prohibit or otherwise restrict the Licensor and its representatives from having access to and to enter upon and into the Equipment Rooms or any Deemed Areas for the purpose of inspections, conducting maintenance, repairs and alterations which the Licensor wishes to make in connection with the Buildings, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Rooms, Deemed Areas, or the Buildings or for such other purposes as the Licensor considers necessary. The Licensor will, however, except in case of an emergency, give the Licensee at least twenty-four (24) hours advance notice before entry into the Deemed Areas and will be accompanied by a representative of the Licensee if the Licensee makes a representative available for that purpose within forty-eight (48) hours of the Licensee's receipt of the Licensor's notice.

**10. INSURANCE**

- (a) The Licensee shall maintain in force, at its expense, during the Term of this Agreement and any Renewal Term, a policy of commercial general liability insurance issued by an insurer acceptable to the Licensor, acting reasonably, insuring the Licensee and, as additional insureds, the Licensor, the Owner(s), any property manager or any lender that holds security on the Buildings that the Licensor may reasonably designate by written notice, only in respect of matters related to the operations of the Licensee in the Buildings, with a combined single limit of at least ten million dollars (\$10,000,000.00) per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Buildings and tangible property of the Licensor in the Buildings. The Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies, will contain owners' and contractors' protective coverage, standard non-owned automobile coverage, contingent employer's liability insurance, a cross liability and severability of interests clause, and be written on an occurrence basis.
- (b) The Licensee will also maintain (i) an automobile liability insurance policy, and (ii) all risk property insurance on the Licensee's Equipment with a sufficient insured limit to cover its replacement cost and with a waiver of subrogation against the Licensor from the property insurers or, alternatively, the Licensee may self-insure for the full replacement cost of the Licensee's Equipment.
- (c) The Licensee's commercial general liability insurance shall be primary insurance insofar as the Licensor and the Licensee are concerned, with any other insurance maintained by the Licensor being excess and non-contributing with the insurance of the Licensee required hereunder with respect to the extent of claims arising from the negligence of the Licensee and those over whom it is responsible in law.
- (d) The Licensee shall provide a certificate of insurance as proof of such insurance to the Licensor upon commencement of the License recording that the Licensor shall be notified in writing that a policy will be cancelled at least 30 days prior to such cancellation. Annually, on the anniversary of the Commencement Date, or upon renewal of the respective policies as the case may be, the Licensee shall provide proof of such insurance in the form of insurance certificates signed by the Licensee's insurance brokers or its insurers' authorized representatives and in form, content, and detail consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) to the Licensor, acting reasonably.
- (e) The Licensor will maintain all risk property insurance on the Buildings.
- (f) The Licensee will obtain, if applicable, boiler and machinery insurance on a repair and replacement basis on all equipment owned or leased by the Licensee or owned by others, but in the care, custody or control of the Licensee and located within the Equipment Rooms.

- (g) Workers compensation with statutory limits and Employers Liability Insurance with limits of \$1,000,000.

**11. RELEASE BY LICENSEE**

- (a) In no event will the Licensor be liable to the Licensee and the Licensee releases the Licensor and all Releasees (as hereinafter defined) for:
  - (i) any damage to the Licensee's Equipment, Equipment Rooms, and Deemed Areas or loss of, access to or use of such property (provided there will be no denial of access to the Licensee except in accordance with this Agreement);
  - (ii) the quality, adequacy, compatibility or sufficiency of any Buildings Communication Spaces provided to the Licensee hereunder, it being acknowledged by the Licensee that all of the Buildings' Communication Spaces are provided "as is" and "where is", the use of which is at the sole risk of the Licensee;
  - (iii) the activities of any third party, under the terms of another telecommunications access license or similar agreement, whether or not the party has been escorted while within the Buildings;
  - (iv) any claims resulting from lightning or other electrical current passing through the Buildings or facilities that cause any damage to the Licensee's Equipment or result in the interruption of any service by the Licensee;
  - (v) the inadequacy of any utility service, or the loss of or the failure to provide any utility service save and except for the failure of the Licensor to provide reasonable prior written notice in accordance with Section 6. The Licensee acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in commercial buildings and the Licensee further acknowledges that any sensitive Licensee's Equipment in and on the Buildings will be protected by the Licensee from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems; or
  - (vi) any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of or use of property referred to in subparagraph 11(a)(i), or damage to property in respect of which the Licensee maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party insurer or the Licensee self-insures, it being acknowledged that the Licensor, in requiring the Licensee to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are

intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licensors.

(b) Indemnity

Subject to Sections 12 and 14, the Licensee agrees to (a) defend, or, at the Licensee's sole option, settle, and (b) pay any final judgment entered or final settlement agreed upon in connection with, any and all claims, demands and costs for damage and injury, including death, to the person or tangible property of any person, firm or corporation (except for the Licensors and its employees), including by any Customer, against the Licensors and the Releasee, arising out of the Licensee's use of operations in the Deemed Areas, the Buildings and the Lands. The Licensee shall have the obligation and right to control and direct the investigation, preparation, defence and settlement of the claim, and the Licensors shall reasonably cooperate with the Licensee in the defence of the claim, including appearing as a witness, if necessary and providing statements, documents and other evidence, at the Licensee's expense. The Licensors shall provide the Licensee with prompt written notice of any claim to be defended and/or settled under this subparagraph 11(b). The Licensors shall have the right to participate in the defence of any such claim with its own counsel, provided that the Licensors shall be responsible for all costs associated with the defence of such claim by its counsel, unless:

- (i) the Licensee or its counsel determines that it is inappropriate for the Licensee's counsel to represent both the Licensors and the Licensee in regard to such claim; or
- (ii) the Licensee fails to or will not defend the Licensors in regard to such claim or settle such claim after the Licensors have given the Licensee ten (10) days' prior written notice requesting that the Licensee commence a defence or settle such claim.
- (iii) Any and all release and indemnity clauses which are included in the License for the benefit of the Licensors are intended also to benefit the Affiliates of the Licensors, each Owner of the Buildings and the Lands, mortgagees and property managers of the Licensors or such owners, the Affiliates of each owner that are related to the operation of the Buildings, as well as the officers, directors, shareholders, employees, agents, of the Licensors and of each one of such other persons for whom all or any of them is or are in law responsible (individually, the "Releasee" and collectively, the "Releasees"), and, for the purposes of such clauses, the Licensors are hereby acting as agent or trustee on behalf of and for the benefit of the Releasees.

The indemnities and releases in this Section shall survive the expiration or termination of this Agreement.

**12. RELEASE BY LICENSOR**

The Licensor releases the Licensee in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to the Licensor's property in respect of which the Licensor maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party insurer or the Licensor self-insures, it being acknowledged that the Licensee, in requiring the Licensor to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licensee. This release extends to any acts or omissions of the Licensee but not to any grossly negligent or wilful acts or omissions of the Licensee.

**13. LIENS**

The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under the Licensee. The Licensee shall also indemnify, hold harmless and defend the Licensor and Owner(s) against any such liens, including the reasonable fees of the Licensor's solicitors. The provisions of this Section shall survive termination of this Agreement. All such liens shall be removed within ten (10) Business Days of notice to the Licensee to do so. The Licensor may, at the cost of the Licensee, pay money into court to obtain removal of a lien if the Licensee fails to do so, as required, and the Licensee will pay the cost to the Licensor including the amount paid into Court, plus an administration fee equal to fifteen percent (15%) of such amounts as are paid by the Licensor.

**14. CONSEQUENTIAL DAMAGES - EXPANDED MEANINGS - AGENCY AND TRUST - CONTRIBUTION**

- (a) Neither the Licensor nor the Licensee will be liable to the other (regardless of any other provision of this Agreement), 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 and whether or not such loss or claim may have arisen out of the negligence (including, without limitation, gross negligence) of the Licensor, the Releasees, the Licensee or any Released Licensee Persons.
- (b) Wherever a release is provided for under this Agreement in favour of the Licensor, it will be deemed to include the Releasees. The Licensor acts as agent or trustee for the benefit of the Releasees, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.
- (c) Wherever a release is provided for under this Agreement in favour of the Licensee, it will be deemed to include the officers, directors, employees and agents of the Licensee. The Licensee acts as agent or trustee for the benefit of those other persons and entities and each of them, to allow them to enforce the benefit of this provision



as well as the benefit of each release clause in this Agreement that is intended to benefit them.

- (d) Neither the Licensor nor the Licensee will make a claim against a third party in respect of loss, cost, injury or damage for which it has released the other where the third party would have a claim of contribution or indemnity against the released party in respect of the loss, cost, expense or damage.

**15. INTENTIONALLY DELETED**

**16. ASSIGNMENT, SUBLICENSING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE LICENSEE**

- (a) The Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensor which consent may not be unreasonably withheld. Despite what is stated above, the Licensee may assign its rights under this Agreement, on a bona fide basis, to an Affiliate without the prior written consent of the Licensor, to a purchaser of substantially all of the assets of the Licensee if: (i) the assignee executes an agreement with the Licensor to be bound by the terms of this Agreement and agrees to pay the reasonable costs of the Licensor incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of the Licensee, an assignment in respect of which the Licensor's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Licensor those reasonable particulars which the Licensor requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Licensor reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement mentioned above and to satisfy itself that the requirements stipulated above are satisfied.
- (b) No assignment whether to an Affiliate or otherwise, shall release the Licensee from any liability or obligation under this Agreement, unless the Licensor provides a release in writing.
- (c) Except as provided for in this Agreement, the Licensee will not sublicense, co-locate, share the use of, or otherwise provide the benefit of this Agreement to any third party telecommunication provider or other service provider and will not mortgage or encumber its rights under this Agreement in favour of any lender without the Licensor's consent.
- (d) Despite what is stated above, the Licensee will be permitted to assign its rights under this Agreement to a bona fide lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking. However, this permission does not imply or allow the inference that the Licensor waives, or is willing to forbear from the exercise of its remedies under this Agreement, should an Event of Default occur, nor that any lender will have any greater rights than the

Licensee in respect of this Agreement, including but not limited to the restrictions set out in this Section 16.

**17. HAZARDOUS MATERIALS**

The Licensee shall not install, bring upon, or use any Hazardous Substance into or on the Buildings or the Lands except communications equipment batteries in a manner and in quantities as necessary for the ordinary performance of the Licensee's business in the Buildings, and provided that any such use is in compliance with all applicable laws. The Licensee shall indemnify and hold the Licensor, Releasees and any party the Licensor is responsible for at law, harmless from any claim, loss, cost, damage, or expense resulting from any breach regarding the installation or use of any Hazardous Substance brought into or on the Lands or Buildings by the Licensee, including any and all costs incurred in remedying such breach.

**18. EVENTS OF DEFAULT - TERMINATION REMEDIES**

- (a) Each of the following events shall be deemed to be an Event of Default by the Licensee under this Agreement:
  - (i) the Licensee defaulting in the payment of any License Fee, amount, or portion thereof, or other sum of money due to the Licensor and such default continues for more than Five (5) Business Days, after written notification of such default by the Licensor to the Licensee;
  - (ii) there is interference with the communications or computer equipment of the Licensor, any tenant, or any other occupant of the Buildings or any other communications or computer devices provided in the Buildings by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Licensee's Equipment, which interference is not cured within forty-eight (48) hours of the Licensee's receipt of written notice by the Licensor of such interference;
  - (iii) the revocation of the Licensee's permission to provide regulated or non-regulated communications services by any governing entity authorized to permit or regulate the Licensee's providing of such services;
  - (iv) the Licensee becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver or liquidator of the Licensee or of any of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of the Licensee;
  - (v) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Licensee under any loan or debt obligation;

- (vi) the ceasing of the Licensee to carry on business in the ordinary course; and
  - (vii) if the Licensee shall default in the observance or performance of any of the Licensee's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Licensor to the Licensee.
- (b) Upon or after the occurrence of an Event of Default the Licensor may elect to terminate this Agreement without limiting its other remedies.
  - (c) If the Licensor shall default in the observance or performance of any of the Licensor's other obligations under this Agreement and such default shall continue for more than fifteen (15) Business Days after written notification of such default by the Licensee to the Licensor, the Licensee may terminate this Agreement without limiting its other remedies.

## **19. RELOCATION AND RESTORATION OBLIGATIONS**

- (a) The Licensor may at any time, require the Licensee, to relocate within the Buildings any and all of the Licensee's Equipment, and the Deemed Areas. Upon receipt of not less than ninety (90) days advance written notice from the Licensor, (a "Relocation Notice") the Licensee shall relocate the Licensee's Equipment and the Deemed Areas. If the Relocation Notice requires the relocation to occur within the first two (2) years of the Term, the Licensor will be solely responsible for the direct, reasonable, out of pocket expenses of the relocation (the "Relocation Costs"). If the Relocation Notice requires the relocation to occur after that two (2) year period, the Relocation Costs will be shared equally between the Licensor and the Licensee unless the relocation is primarily to accommodate another supplier of services that compete with Services in which case the Licensor will be solely responsible for the Relocation Costs. The Licensor shall permit the Licensee to effect any relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location. If a Relocation Notice is delivered, the Licensee, will, within fifteen (15) days after its receipt deliver written notice to the Licensor setting out particulars of its estimate of the Relocation Costs and, the Licensor will be entitled to rely upon that estimate in proceeding with the relocation. The Licensor may at any time within fifteen (15) days after receipt of the Licensee's estimate of the Relocation Costs rescind its Relocation Notice by giving written notice to the Licensee to that effect.
- (b) At the expiration or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, without liens, remove the Entrance Cables; all other items of the Licensee's Equipment (except Insider Wire and any other parts of the Licensee's Equipment that by agreement between the Licensee and the Licensor has been acquired by the Licensor) and all of the Licensee's personal property from the Buildings. This obligation to remove the Entrance Cable, and other items of the Licensee's Equipment is subject to any CRTC – mandated obligations on the Licensee to provide service to other telecommunication service

providers. If any property that is required to be removed is not so removed within ninety (90) Business Days after the termination, the property may, at the Licensor's sole option, (i) be removed and disposed of by the Licensor at the Licensee's expense (and the Licensee will pay an administration fee equal to fifteen percent (15%) of the expense), or (ii) become the property of the Licensor without compensation to the Licensee in either of those events. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of the Licensee's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Licensee's Equipment as soon as possible but not more than forty-eight (48) hours after the damage is caused or such other period as is reasonably required to repair or refinish the damage provided that the Licensee commences to repair expeditiously and diligently proceeds with such repair or refinishing. If the Licensee fails to repair or refinish any such damage, the Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to fifteen percent (15%) of the cost. The Licensee will provide to the Licensor upon completion of the removal of the Licensee's Equipment a written certification signed by a responsible executive of the Licensee confirming completion of the removal in accordance with this Agreement except for removals of Licensee's Equipment as contemplated in (i) or (ii) above where Licensee has not removed Equipment.

- (c) If due to CRTC mandated obligations upon the Licensee to provide services to other telecommunications service providers, the Licensee is not required by Section 19 (b) to remove the Entrance Cable or other items of the Licensee's Equipment ("Exempted Items") then despite the expiration or termination of the Term of this License, all of the obligations of the Licensee under this Agreement will continue in full force and effect. That situation will continue (subject to the sentence following this one) until the Licensee's CRTC mandated obligations end and the Licensee removes the Exempted Items and restores damage as provided in Section 19 (b). So long as, and to the extent a third party assumes responsibility and control of the Exempted Items, and the third party is bound by a telecommunications access agreement with the Licensor, or a successor of the Licensor, the Licensee will be exempted from the obligation to remove the Exempted Items.

## **20. LICENSOR'S ALTERATIONS**

- (a) Despite anything else in this Agreement, the Licensor may, at any time:
  - (i) make any changes in, additions to or relocations of any part of the Buildings;

- (ii) grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Buildings;
- (iii) close all or any part of the Buildings or the Lands to such extent as the Licensor considers necessary to prevent the accrual of any rights in them to any persons; and,
- (iv) make changes or additions to the pipes, ducts, utilities and any other building services in the Buildings (including areas used or occupied by the Licensee) which serve any part of the Buildings provided that the Licensee is not prevented from exercising its rights under this Agreement.
- (v) No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

## **21. NOTICES**

Any demand, notice or other communication to be made by given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date of delivery, provided that delivery is made before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated on the Information Page. Notices given by electronic means will not be considered to have been given in writing.

## **22. LICENSEE'S EQUIPMENT TO REMAIN PERSONAL PROPERTY**

Except as otherwise provided in this Agreement, the Licensee's Equipment and Entrance Cables shall remain personal property of the Licensee although it may be affixed or attached to the Buildings, and shall, during the Term of this Agreement, or any Renewal Term, and upon the expiration of this Agreement belong to and be removable by the Licensee.

## **23. LICENSE ONLY**

This Agreement creates a non-exclusive license only and the Licensee acknowledges that the Licensee does not and shall not claim any interest or estate of any kind or extent whatsoever in the Buildings, Communications Spaces, or Equipment Rooms by virtue of this Agreement or the Licensee's use of the Lands, Buildings, Communications Spaces or Equipment Rooms. The relationship between the Licensor and the Licensee shall not be deemed to be a "landlord-tenant" relationship and the Licensee shall not be entitled to avail itself of any rights afforded to tenants at law.

## **24. LIMITATION OF LIABILITY**

- (a) The obligations of the Licensor under this Agreement shall no longer be binding upon the Licensor if the Licensor or Owner(s) sells, assigns or otherwise transfers its interest in the Buildings or the Lands as owner or lessor (or upon any subsequent

licensor or owner after the sale, assignment or transfer by such subsequent licensor). If there is such a sale, assignment or transfer, the Licensor will notify the Licensee in writing and the Licensor's obligations shall be binding upon the grantee, assignee or other transferee of the interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed those obligations. A lease of the entire Buildings or the entire Lands shall be deemed a transfer within the meaning of this Section. For greater clarity, nothing in this Section releases the Licensor from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

- (b) If there is such a sale, assignment or transfer, the Licensor shall use commercially reasonable efforts to cause such successor in interest to execute and deliver to the Licensee an agreement (the "Assumption Agreement") whereby the transferee agrees to assume and be bound by all the rights and obligations of the Licensor asset out herein.

## **25. SPECIFIC TERMINATION RIGHTS**

In addition to the other termination rights provided to it in this Agreement, either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the other party:

- (a) where the Deemed Areas or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;
- (b) where the Lands are expropriated by a lawful authority;
- (c) where the Licensor has *bona fide* plans to redevelop, or otherwise alter the Building or the Lands in such a manner as to make the relocation of any part of the Deemed Areas or the Licensee's Equipment not feasible, in the Licensor's reasonable opinion, subject however to the following restrictions:
  - (i) no termination by the Licensor will be effective in respect of the remainder of the Building that is not being redeveloped or altered (the "Remainder of the Building") if it is feasible to relocate the Deemed Area or the Licensee's Equipment so as to enable service to be provided to occupants in the Remainder of the Building; and
  - (ii) no termination will be effective in respect of a part of the Building that is redeveloped or altered until ninety-five percent (95%) of the occupants of that part of the Building have vacated the space occupied by them.
- (d) where the Licensee no longer provides Licensee's Services in the Buildings; or
- (e) where the Licensee is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the

provisioning of Licensee Services or any other matters required by the Licensee to provide Licensee Services.

In the event this Agreement is terminated under this Section, the Licenser will return the prepaid Fees for the remainder of the year.

**26. ESTOPPEL CERTIFICATES**

The Licensee will provide to the Licenser from time to time, within fifteen (15) Business Days of the Licenser's written request in each case, at no cost to the Licenser, a statement duly executed by the Licensee confirming that this Agreement is in good standing confirming, the Fees payable and the Fees actually paid to any date specified by the Licenser for the statement confirming the Commencement Date, the Term, any Renewal Term to which it claims to be entitled, and any other information that the Licenser reasonably requests pertaining to this Agreement or Buildings.

**27. SEVERAL OBLIGATIONS - NON-RECOURSE**

The liability of each of the Owner(s) where there are more than one, is several and joint, and is limited to the interest of the Owner(s) from time to time in the Buildings.

**28. LICENSOR'S AUTHORITY**

The Licenser represents and warrants that it is the Owner and that it has full authority to execute this Agreement.

**29. ENTIRE AGREEMENT**

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties.

**30. LICENSEE'S REPRESENTATION**

The Licensee represents to the Licenser and acknowledges that the Licenser relies upon this representation and would not have entered into this Agreement but for that representation, that, the construction, design and operation of the Licensee's Equipment includes back-up, redundant features so that the risk of damage, malfunction or disruption of the Licensee's Equipment disrupting service to customers or other third parties utilizing that network and equipment is minimized.

**31. FORCE MAJEURE**

Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be

appropriate under the circumstances. For the purpose of this Agreement, force majeure shall include, but is not limited to: any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotion or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause or event beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be a force majeure.

### **32. IMPLIED WAIVERS**

A waiver by the Licensor or the Licensee of any breach of the terms, covenants and conditions of this Agreement shall not be deemed to be a waiver of the term, covenant or condition or of any subsequent breach of it or any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to have been waived unless the waiver is in writing and signed by the Licensor or the Licensee, as the case may be.

### **33. SEVERABILITY**

If any provision of this Agreement or any part of a provision is found to be illegal or unenforceable then it will be severed from the rest of this Agreement and the rest of this Agreement will be enforceable, accordingly.

### **34. GOVERNING LAW**

This Agreement will be governed by the laws of the province in which the Building is situated and all federal laws applicable therein.

### **35. SUCCESSORS AND ASSIGNS**

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

### **36. CONFIDENTIALITY**

Any confidential information provided by one party to the other party herein shall remain the confidential information of the disclosing party and no receiving party shall disclose such confidential information without the prior written consent of the disclosing party, or unless disclosure of such confidential information is compelled by judicial or regulatory process or otherwise by law or if the confidential information has been made public without any action by the receiving party. “**Confidential Information**” means any information which is confidential in nature, whether such information is or has been conveyed to receiving party orally or in written or other tangible form, and whether such information is received directly or indirectly such as in the course of discussions or other investigations by receiving party. Notwithstanding the foregoing, the absence of any identification shall not relieve receiving party of the obligation to treat as confidential, information which would be considered confidential by a person exercising reasonable business judgment. For greater certainty, this provision shall not be construed to



prevent either party from disclosing any of the terms of this Agreement to its auditors, and financial and/or legal advisors.

*[Remainder of page intentionally left blank. Signature page follows]*

**IN WITNESS WHEREOF**, the Licensors and the Licensee have executed this Agreement in multiple original counterparts as of the day and year first above written.

**KANEFF PROPERTIES LIMITED**

(Licensor)

Per: \_\_\_\_\_

Name:

Title: Property Manager

Per: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the corporation

**BELL CANADA**

(Licensee)

Per: \_\_\_\_\_

Name:

Title: Senior Specialist, Asset Management

Per: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the corporation

## **SCHEDULE “A”**

### **DEEMED AREAS**

Provided that the Licensor has notified the Licensee in accordance with Section 7(b), the Licensee shall provide drawings to the Licensor that map out the floor area where the Licensee’s Equipment will be located in accordance with Section 7(a) within 30 days after the installation of Equipment is completed, and the parties confirm and agree that those drawings shall be inserted into this Schedule “A” when it is provided to Licensor.

**SCHEDULE “B”**

**[NOT APPLICABLE]**

**SCHEDULE “C”**

**CONNECTING EQUIPMENT  
(If applicable)**

## **SCHEDULE “D”**

### **RECOVERABLE COSTS**

The Recoverable Costs are the costs of:

- (a) architectural, mechanical, electrical and Riser Manager consulting fees to provide or review architectural, cabling, electrical and heating, ventilating and air-conditioning design for construction and decommissioning of additional main terminal room or point of presence space (Equipment Rooms space), riser rooms and other areas to accommodate the installation and removal of the Licensee’s Equipment;
- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Licensee’s requirements;
- (c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for the Licensee’s Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;
- (d) the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of the Licensee;
- (e) construction for additional space or reconstruction or modification of existing space to accommodate the Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of the Licensee including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;
- (f) any other reasonable costs of facilitating the initial installation, restoration and relocation of the Licensee’s operations within the Buildings; and
- (g) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 7(a).

## **SCHEDULE "E"**

### **Buildings Rules and Regulations**

1. ***Security***

Licensor may from time to time adopt appropriate systems and procedures for the security or safety of the Buildings, any persons occupying, using or entering the same, or any equipment, finishings or contents thereof, and Licensee shall comply with Licensor's reasonable requirements relative thereto.

2. ***Locks***

Licensor may from time to time install and change locking mechanisms on entrances to the Buildings, common areas thereof, and service areas, and (unless twenty-four (24) hour security is provided) shall provide to Licensee a reasonable number of keys and replacements therefor to meet the *bona fide* requirements of Licensee. In these rules "keys" include any device serving the same purpose. Licensee shall not add to or change existing locking mechanisms on any door in or to a Building without Licensor's prior written consent. If, with Licensor's consent, Licensee installs lock(s) incompatible with a Building master locking system:

1.01 Licensor, without abatement of Rent, shall be relieved of any obligation under the Lease to provide any service to the affected areas which require access thereto,

1.02 Licensee shall indemnify Licensor against any expense as a result of forced entry thereto which may be required in an emergency, and

1.03 Licensee shall at the end of the License Term and at Licensor's request remove such lock(s) at Licensee's expense.

3. ***Return of Keys***

At the end of the License Term, Licensee shall promptly return to Licensor all keys for the Buildings which are in possession of Licensee.

4. ***Repair, Maintenance, Alterations and Improvements***

Licensee shall carry out Licensee's repair, maintenance, alterations and improvements on the Lands and in the Buildings only during times agreed to in advance by Licensor and in a manner which will not interfere with the rights of other tenants in the Buildings.

5. ***Water Fixtures***

Licensee shall not use water fixtures for any purpose for which they are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by Licensee shall be paid for by Licensee.

6. ***Heavy Articles***

Licensee shall not place in or move about the Buildings without Licensor's prior written consent any other heavy article which in Licensor's reasonable opinion may damage the Buildings, and Licensor may designate the location of any heavy articles in the Buildings.

7. ***Deliveries***

Licensee shall ensure that deliveries of materials and supplies to the Buildings are made through such entrances and corridors and at such times as may from time to time be designated by Licensor, and shall promptly pay or cause to be paid to Licensor the cost of repairing any damage in the Buildings caused by any person making such deliveries.

8. ***Furniture and Equipment***

Licensee shall ensure that equipment being moved into or out of the Buildings is moved through such entrances and corridors and at such times as may from time to time be designated by Licensor, and by movers or a moving company approved by Licensor, and shall promptly pay or cause to be paid to Licensor the cost of repairing any damage in the Buildings caused thereby.

9. ***Solicitations***

Licensor reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Buildings.

10. ***Refuse***

Licensee shall place all refuse in proper receptacles provided by Licensee at its expense in the Buildings or in receptacles (if any) provided by Licensor for the Buildings, and shall keep sidewalks and driveways outside the Buildings, and lobbies, corridors, stairwells, ducts and shafts of the Buildings, free of all refuse.

11. ***Obstructions***

Licensee shall not obstruct or place anything in or on the sidewalks or driveways outside the Buildings or in the lobbies, corridors, stairwells, balconies or other common areas of the Buildings, or use such locations for any purpose except access to and exit from the Buildings without Licensor's prior written consent. Licensor may remove at Licensee's expense any such obstruction or thing (unauthorized by Licensor) without notice or obligation to Licensee.

12. ***Dangerous or Immoral Activities***

Licensee shall not make any use of the Buildings which involves the danger of injury to any person, nor shall the same be used for any immoral purpose.

13. ***Proper Conduct***

Licensee shall not conduct itself in any manner which is inconsistent with the character of the Buildings as first quality buildings or which will impair the comfort and convenience of other tenants in the Buildings.



14. ***Employees, Agents and Invitees***

In these Rules and Regulations, Licensee includes the employees, agents, invitees and licensees of Licensee and others permitted by Licensee to use or occupy the Buildings.

## INDEX

<u>Section</u>	<u>Page No.</u>
Information Page	
1. Definitions.....	2
2. Grant .....	4
3. license fee payment and determination.....	5
4. Term.....	6
5. Use .....	6
6. Electric Utilities .....	6
7. Construction.....	7
8. Covenants.....	9
9. Access .....	11
10. Insurance.....	12
11. Release by Licensee.....	13
12. Release by Licensor .....	15
13. Liens.....	16
14. Consequential Damages - Expanded Meanings - Agency and Trust - Contribution.....	16
15. Intentionally Deleted.....	17
16. Assignment, Sublicensing, Encumbering, Sharing of Space and Equipment by the Licensee .....	17
17. Hazardous Materials .....	17
18. Events of Default - Termination Remedies .....	18
19. Relocation and Restoration Obligations .....	19
20. Licensor's Alterations .....	20
21. Notices .....	20
22. Licensee's Equipment to Remain Personal Property.....	21
23. License Only .....	21
24. Limitation of Liability.....	21
25. Specific Termination Rights .....	21
26. Estoppel Certificates .....	22
27. Several Obligations - Non-Recourse .....	22
28. Licensor's Authority.....	22
29. Entire Agreement .....	23
30. Licensee's Representation .....	23
31. Force Majeure .....	23
32. Implied Waivers.....	23
33. Severability .....	23
34. Governing Law .....	24
35. Successors and Assigns.....	24
36. Confidentiality .....	24
SCHEDULE "A" DEEMED AREAS .....	26
SCHEDULE "B" [NOT APPLICABLE] .....	27
SCHEDULE "C" CONNECTING EQUIPMENT .....	28
SCHEDULE "D" RECOVERABLE COSTS .....	29
SCHEDULE "E" BUILDING RULES AND REGULATIONS .....	30