



TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

SHERATON CENTRE TORONTO LTD. PARTNERSHIP

(the "Owner")

- and -

BELL CANADA

(the "Bell")

Building Address: 100 Richmond St W, Toronto, ON
Commencement Date: April 1st, 2015



TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 30th day of March, 2015 between **Sheraton Centre Toronto Ltd. Partnership** (the "Owner") and Bell Canada ("Bell"). The Owner represents that they are the rightful owner of the property described as 100 Richmond St W in the city of Toronto (the "Premises").

The Owner grants to Bell, its affiliates, successors, and assigns, a non-exclusive license: (i) to install, construct, operate, maintain, repair, improve, replace, and remove, at Bell's sole expense and risk, the Equipment; (ii) to use the conduit, entrance link and communications spaces to connect the Equipment; and (iii) connect Bell's Equipment to the in-building wire and inside wire. "Equipment" includes but is not limited to any hardware, wire, cabling, infrastructure or otherwise (excluding conduit), which is necessary and incidental to enable and deliver and demonstrate Bell Services to occupants of the Premises. Except as otherwise provided in this Agreement, Bell's Equipment shall remain personal property of Bell although it may be affixed or attached to the Premises, and upon the expiration of this Agreement belong to and be removable by Bell.

Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell and its contractors during normal service hours, three-hundred and sixty-five (365) days per year subject to Bell providing reasonable notice to the Owner or its agent of its intention to enter the Building for the purposes of this License.

The relationship between the Owner and Bell 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.

The Owner covenants: (i) to operate, repair and maintain the Premises and associated building systems and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards; (ii) if the operation of Bell'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 Premises, the Owner shall, to the extent that it is commercially reasonable, upon being provided by Bell with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist Bell 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.

Bell will assume full responsibility for the cost of repairing any damages and/or disarrangements that may be caused to the Premises at the time of installing or servicing the Equipment, unless caused by the Owner or those for whom the Owner is responsible. The Owner will maintain all risk property insurance on the Building and releases Bell in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Owner's property in respect of which the Owner maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement. Neither the Owner nor Bell 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.

The term of this License is effective as of the Effective Date above and shall continue to run for a period of ten (10) years from the Effective Date (the Term). The Term will be automatically extended for additional one year terms for so long as Bell Services are available to the Building (the "Renewal Term") on the terms and conditions herein, except for: (i) any further right to renew; and (ii) the License Fee, which will increase at the start of each Renewal Term by a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date or the start of the previous Renewal Term (if any) as the case may be, to the start of the applicable Renewal Term.

Bell shall pay to the Owner an annual license fee in respect of this Telecommunications Agreement. The License Fee of One Thousand and Five Hundred Dollars (\$1,500), calculated based on the annual rate of Fifteen (\$15.00) per square foot of the Deemed Area, will be payable annually in advance, together with any applicable taxes including HST.

Bell shall pay the sum of \$700 per year for Hydro, paid in advance, together with any applicable taxes including HST, due on the Commencement Date and each anniversary thereafter.

The Owner/Bell may estimate, acting reasonably the amount of electricity consumed by Bell which amount plus an administration fee of fifteen percent (15%) of the amount shall be paid by Bell when it is



billed, if Bell estimates the amount payable for electricity, then the administration fee of fifteen percent (15%) shall not be applicable. The Owner shall use reasonable commercial efforts to notify Bell in advance of any planned utility outages that may interfere with Bell's Equipment use but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages providing reasonable commercial efforts to provide advance notice of such planned utility outages were taken. The Owner has no obligation to provide emergency or "backup" power to Bell. Any provision of emergency or "backup" power shall be the sole responsibility of Bell.

The Owner shall not assign this Agreement in whole or in part without obtaining the prior written consent of Bell which consent may not be unreasonably withheld. Notwithstanding the foregoing, the Owner may assign this Agreement to a new owner in the event that the current Owner sells the building. The Owner may terminate this Agreement if, by no act of the Owner, Bell ceases to provide Bell Services using the Equipment.

This Agreement will be governed by the laws of the Province of Ontario. The attached Schedule 'A' forms part of the Agreement.

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

SHERATON CENTRE TORONTO LTD. PARTNERSHIP

(Owner)

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation

BELL CANADA

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