

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") dated this 1st day of January, 2015.

BETWEEN:

THE STANDARD LIFE ASSURANCE COMPANY OF CANADA
(the "Licensor")

and

BELL CANADA
(the "Licensee")

WHEREAS:

- (a) The Licensor is the owner or landlord of the Building (as defined below); and
- (b) The Licensee wishes to install, operate, maintain, repair, service, modify, upgrade, replace and remove certain communications equipment in the Building and the Licensor has agreed to grant to the Licensee a license in respect of the foregoing on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Licensor and the Licensee agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions** In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings, respectively:

"**Affiliate**" means with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity or one or more of the other Affiliates of that entity (or a combination thereof). For the purposes of this definition, an entity shall control another entity if the first entity: (i) owns, beneficially or of record, more than 50% of the voting securities of the other entity; or (ii) has the ability to elect a majority of the directors of the other entity.

"**Applicable Laws**" has the meaning ascribed thereto in section 5.3 hereof.

"**Building**" means the building owned by the Licensor, bearing civic address 100 Sheppard Avenue East, in the City of Toronto, in the Province of Ontario, and located on the Lands.

"**Building Risers**" means the electrical, mechanical or communications spaces or other pathways in the Building.

"**Business Day**" means a day other than a Saturday, Sunday and any other day on which the principal commercial banks in Ontario are not open for business during normal banking hours.

"**Commencement Date**" means the date on which the Term commences, which shall be January 1st, 2015.

"**Communications Equipment**" means the communications equipment of the Licensee and its affiliates, including, without limitation, cabinets, racks, electronic equipment and other similar equipment installed or to be installed by the Licensee during the Term as approved by the Licensor in accordance with the provisions of Article 7 hereof.

"**Connecting Equipment**" means the cables, conduits, inner ducts and connecting hardware of the Licensee that is connected to the Communications Equipment installed or to be installed by the Licensee during the Term as approved by the Licensor in accordance with the provisions of Article 7 hereof.

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"CRTC" means the Canadian Radio-television and Telecommunications Commission or its successor.

"Entrance Link" means the core sleeve penetration through the foundations of the Building.

"Equipment Room" means the non-segregated floor space in the Building as identified in Schedule A attached hereto.

"Lands" means the lands situated in the City of Toronto in the Province of Ontario, on which the Building is constructed, as more particularly described in the attached Schedule B.

"License Fee" means the annual fee specified in section 4.1 of this Agreement.

"Licensee Equipment" means, collectively, the Communications Equipment and the Connecting Equipment.

"Initial Term" means the continuous period of five (5) years commencing on the Commencement Date.

"Recoverable Costs" has the meaning ascribed thereto in Schedule C attached to this Agreement.

"Representative" means in reference to any person, such person's affiliates (as that term is defined under the *Canada Business Corporations Act*) and its and their directors, officers, employees, agents, advisors, subcontractors, and any representative of the foregoing.

"Term" means the Initial Term along with any renewal period in respect of the renewal of this Agreement.

1.2 **Interpretation** For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

- (a) Words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable.
- (b) Should any provision of this Agreement be unenforceable at law, such provision shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though such provision had not been included.
- (c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.
- (d) This Agreement shall be interpreted and governed by the laws of the province where the Building is located, and the laws of Canada applicable therein.

1.3 **Schedules** The following are the Schedules attached to and forming part of this Agreement:

Schedule A - Equipment Room Plan

Schedule B - Legal Description of Lands

Schedule C - Recoverable Costs

ARTICLE 2 - LICENSE

2.1 **License** Subject to the terms and conditions of this Agreement, the Licensor grants to the Licensee a personal non-exclusive license to:

- (a) install, operate, maintain, repair, service, modify, upgrade, replace and remove the Communications Equipment in the Equipment Room, at the Licensee's sole expense and risk;
- (b) install, operate, maintain, repair, service, modify, upgrade, replace and remove the Connecting Equipment in the Building, at the Licensee's sole expense and risk, together with the right to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's customers in the Building, as required by the Licensee from time to time to provide communications services to the Licensee's customers in the Building; and

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- (c) use the Entrance Link and existing Building wiring, only to the extent that the Licensor has the possession of, and authority to allow the use of, the Entrance Link and the existing Building wiring, as required by the Licensee for the purpose of connecting the Licensee Equipment to the Licensee's customers' equipment in the Building.
- 2.2 **Nature of Interest** The right granted to the Licensee under this Agreement is a contractual license only, and shall not constitute a partnership, joint venture or lease between the parties. Nothing in this Agreement provides any estate, right or title in and to any land or buildings, including the Building.
- 2.3 **Non-Exclusivity** The Licensee acknowledges and agrees that the license granted hereunder is not exclusive to the Licensee and that the Licensor has the right to grant similar rights and privileges in respect of the Building or Lands to other parties.

ARTICLE 3 – TERM

- 3.1 **Term** Notwithstanding the date of its execution, this Agreement shall come into effect on the Commencement Date, and, subject to the provisions of this Agreement, shall remain in effect for the Term.
- 3.2 **Option to Renew** Provided that the Licensee is not in default under this Agreement beyond the applicable cure date, the Licensee shall have options to renew and extend this Agreement for two (2) consecutive periods of five (5) years each (each of which is a "Renewal Term"), upon the Licensee providing at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of the Licensee's intention to renew to the Owner. Each Renewal Term shall be on the same terms and conditions as contained in this Agreement, except that (i) the Licence Fee shall be agreed to by the parties in writing based on the then prevailing fair market rates for similar equipment rooms in similar buildings in the city in which the Building is located (ii) no further options to renew will be granted, and (iii) the parties may agree to further modify the terms and conditions upon mutual agreement in writing.
- 3.3 **Access or Use Beyond Expiration** If the Licensee continues to access or use the Equipment Room or keep or maintain Licensee Equipment in the Building following the expiration or termination of this Agreement and a new agreement has not been executed by the parties, then such access or use by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time, and the Licensee shall be deemed to be occupying the Building as a licensee on a month-to-month basis on the same terms and conditions as set out in this Agreement, and the month-to-month license will be subject to termination by either party with three month's written notice.

ARTICLE 4 - LICENCE FEE AND RECOVERABLE COSTS

- 4.1 **License Fee** The Licensee shall pay to the Licensor an annual License Fee in an amount of Three Thousand Five Hundred Dollars (\$3,500.00) (excluding any applicable taxes) per annum for each year of the Initial Term, without any set-off or deduction whatsoever. The License Fee shall be paid in advance of the Commencement Date and thereafter annually on each anniversary date of the Commencement Date during the Initial Term or any renewal thereof.
- 4.2 **Adjustments** If the Licensee, with the written approval of the Licensor, installs any Communications Equipment in any part of the Building other than the Equipment Room, then the Licensee Fee shall be adjusted based on the square footage used for such Communications Equipment and the adjusted fees shall be pro-rated on a 365-day calendar year basis.
- 4.3 **Taxes** The Licensee shall pay all applicable sales taxes in respect of the License Fee. All such taxes shall be paid at the same time as the License Fee. The following are the Licensor's registration numbers:
- GST/HST: 119162758
- 4.4 **Recoverable Costs** The Licensee agrees to pay the Licensor for any Recoverable Costs of the Licensor, plus any applicable taxes, within sixty (60) days of receipt of an itemized invoice, without any set-off or deduction whatsoever.

ARTICLE 5 – USE

- 5.1 **Use** The Licensee shall use the Equipment Room and access other parts of the Building where the Licensee Equipment is located only for the purpose of providing communications services to the Licensee's customers in the Building at its sole cost, expense and risk, and at all times such

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use shall be restricted to the activities permitted by its licenses and Applicable Laws. The Licensee acknowledges and agrees that:

- (a) this Agreement does not allow the installation or operation by or on behalf of the Licensee of any type of rooftop or wireless communication equipment; and
 - (b) the Licensee shall not use any part of the Equipment Room as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network to serve persons outside of the Building.
- 5.2 **Nuisance** The Licensee and any of its Representatives shall not (i) annoy, disturb or cause nuisance to, or otherwise interfere with the use and enjoyment of the Building or Lands by, the Licenser, the occupiers, tenants, invitees or other licensees of the Building, (ii) interfere with the maintenance or operation of the Lands or the Building (including HVAC and elevator systems), or (iii) contravene any Applicable Laws, including in particular with respect to the use of the Licensee Equipment or any part of the Equipment Room.
- 5.3 **Compliance with Laws** The Licensee shall comply at all times with all laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities applicable to the Licensee and its operations, including, without limitation, the rulings and decisions of the CRTC ("**Applicable Laws**"), in particular when (i) installing, maintaining operating, repairing, servicing, modifying, replacing and removing the Licensee Equipment pursuant to this Agreement, and (ii) exercising its rights or performing its obligations hereunder. Further, the Licensee represents and warrants that it has obtained, or the Licensee agrees that it will obtain, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, servicing, modification, replacement and removal of the Licensee Equipment prior to engaging in or performing any such activities. The Licensee shall immediately cease operating any Licensee Equipment if the operation thereof is not permitted at law or by any relevant public authority, including the CRTC, or is not within the parameters of the Licensee's licenses, permits, or authorizations. The Licensee shall indemnify and save harmless the Licenser from any and all claims, losses, damage or costs arising out of such prohibited or unlicensed operations.
- 5.4 **Emergencies** Notwithstanding any provisions to the contrary, if an emergency occurs that the Licenser determines, acting reasonably, is attributable to the Licensee Equipment or the Licensee's operations pursuant to this Agreement (an "**Emergency**"), the Licensee shall be notified to act diligently and expeditiously to remedy the Emergency to the satisfaction of the Licenser within an adequate response time given the nature of the Emergency, failing which the Licenser may take all measures deemed necessary with respect to the Emergency, including shutting down or preventing the use of the Licensee Equipment and the Licensee shall have no recourse whatsoever against the Licenser as a result of such action.

ARTICLE 6 - ACCESS AND UTILITIES

- 6.1 **Access** The Licensee and its Representatives authorized by the Licenser shall have access to the Equipment Room and the Licensee Equipment to effect repairs, maintain, upgrade, relocate (within the Equipment Space) and replace the Licensee's Equipment only during normal business hours of the Building or as arranged in advance with the Licenser, except in cases of emergency, in which case the Licensee shall provide the Licenser or its Representatives with reasonable notification. The Licenser acknowledges that the nature of the Licensee's communications services requires such access for servicing purposes and in emergency situations. The Licensee and its authorized Representatives shall have ingress and egress to the Building Risers at such times as specified by the Licenser, acting reasonably, provided that in the event of an emergency, the Licensee shall have the right to enter the Building Risers upon reasonable notification to the Licenser or its Representatives. All entry and access to the Equipment Room, the Licensee Equipment and the Building, including the Building Risers, by the Licensee and its authorized Representatives shall be subject to the Licenser's reasonable security procedures. Without limiting the generality of the foregoing,
- (a) the Licensee must obtain authorization for access at the security desk of the Building. All Representatives of the Licensee will provide picture identification to the Licenser's security personnel satisfactory to the Licenser or security personnel prior to being granted access;
 - (b) access to tenant premises requires (i) the presence of the tenant at the premises; or (ii) the tenant's written consent on file with security; and
 - (c) Licensee shall pay the Licenser for any reasonable direct out-of-pocket costs incurred by the Licenser in connection with providing the Licensee with access to secured areas in the Building.

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- 6.2 **Utilities** The Licensee may connect the Licensee Equipment to and use the Building's utility systems and services, including telephone, electricity and cabling (the "Utilities"), and the Licensee shall be responsible for payment of all consumption of Utilities by the Licensee. The Licensee, at its sole cost and expense, shall have the right to install a telephone in the Equipment Room if required by the Licensee.
- 6.3 **Electrical Power** The Licensee shall have the right to connect the Licensee Equipment to the electric power distribution system within the Building at the sole cost and expense of the Licensee. The Licensee shall pay to the Licensor \$375.00 per annum (excluding any sales taxes) for the use of electricity in the Building. Notwithstanding the foregoing, the Licensor may in its sole discretion require the Licensee to pay, instead of the \$375.00 per annum, for all electricity consumed by the Licensee on a load and usage basis. In such case, the Licensor shall, at the Licensee's sole cost and expense, install an electrical meter connected to the building energy management system to determine the Licensee's electricity consumption. The Licensee acknowledges and agrees that the Licensor has no obligation or responsibility to provide emergency or backup power in respect of the Licensee's operations in the Building.

ARTICLE 7 - INSTALLATION, MAINTENANCE AND REPAIRS

- 7.1 **Approval of Plans** Prior to the commencement of the installation of the Licensee Equipment pursuant to this Agreement, the Licensee shall prepare and submit plans, specifications, and working drawings to the Licensor or its Representatives in respect of such installation, as well as any subsequent changes, for the approval of the Licensor, which approval shall not be unreasonably withheld or delayed. To the extent such plans, specifications and drawings are required to be approved by a professional engineer pursuant to the Building Code, such approved drawings will be submitted to the Licensor, or its Representative prior to the commencement of such installation. The Licensee shall reimburse the Licensor for the reasonable, direct out-of-pocket costs the Licensor incurs in connection with the Licensor's approval of the Licensee's plans and other similar costs, including without limitation, the fees charged by engineers or other experts retained by the Licensor to assist the Licensor with the review of such plans prior to granting approval, plus an administrative charge equal to fifteen percent (15%) of such costs.
- 7.2 **Installation** Upon receipt of the Licensor's written approval pursuant to section 7.1 hereof, the Licensee, at its sole cost, expense and risk, shall be entitled to install the Licensee Equipment, which installation (and, as applicable, any maintenance, repair, servicing, modification, replacement or removal of the Licensee Equipment) shall be performed in a responsible and workmanlike manner and in accordance with all generally recognized commercial practices and industry standards as well as Applicable Laws. If required by the Licensor, the Licensee shall provide the Licensor with certified as-built drawings. All drawings and plans and as-built drawings referred to in this Agreement shall be submitted in electronic format.
- 7.3 **Title** The Licensor acknowledges and agrees that title to, and ownership of, the Licensee Equipment shall remain with the Licensee at all times notwithstanding that the Licensee Equipment may be affixed to a part of the Building.
- 7.4 **Cables** The Licensee shall label each cable placed by the Licensee in the Building Risers and any telecommunications closets through which the Licensee's cable passes with an identification number assigned by the Licensor for the Licensee.
- 7.5 **Maintenance** The Licensee, at its own cost and expense, shall maintain the Licensee Equipment in a safe and properly operating condition.
- 7.6 **Damage** If at any time the Licensee or any of its Representatives causes any damage to any part of the Lands, Building (including the Equipment Room), or any other property in or on the Lands or Building, the Licensee will, following receipt of Notice from the Licensor, promptly repair, at its sole cost and expense, any and all such damage. If in the Licensor's sole opinion, acting reasonably, the Licensee fails to promptly and diligently carry out such repairs, the Licensor may, in addition to its other rights and remedies it has at law or at equity, perform the Licensee's obligation to repair any such damage and the Licensee will reimburse the Licensor for any and all direct and indirect costs and disbursements required in connection therewith, together with an administrative fee equal to 15% of such costs and disbursements. The Licensor will not be liable to the Licensee for any act or omission in so repairing the damage unless such act or omission constitutes intentional misconduct or gross negligence.
- 7.7 **Liens** The Licensee shall immediately seek the discharge of any lien registered against the Lands or any interest in the Lands by reason of any labour, material or services provided or alleged to have been provided to the Licensee as soon as the Licensee is notified of same, and at the latest have any such lien discharged within thirty (30) Business Days of receipt of notice. Failure to

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discharge any such lien in accordance with the foregoing shall entitle the Licensor to terminate this Agreement upon written notice to the Licensee with no liability to the Licensor. Without limitation to or waiver of any rights of the Licensor under this Agreement, including the right to terminate the Agreement, the Licensor may satisfy and discharge any such lien and in such case the Licensee will reimburse the Licensor for the amount paid to satisfy the lien and the costs of so discharging, including reasonable legal fees, plus an administrative fee equal to fifteen percent (15%) of such costs.

- 7.8 **Consolidation** Following consultation between the Licensee and Licensor, the Licensee shall modify, replace, relocate or consolidate the Communications Equipment and/or the Connecting Equipment, at the Licensee's sole cost and expense, in order to reduce the amount of space occupied by such equipment and related materials in the Building including without limitation within the Building Risers and other spaces outside the Equipment Room.
- 7.9 **Riser Management** The Licensee acknowledges and agrees that the Licensor, acting reasonably, shall have the right to co-ordinate, restrict and approve third parties who wish to access the Building Risers. The Licensee acknowledges that the Licensor may retain a riser management firm or other third party manager to co-ordinate, supervise and approve the work of all telecommunication contractors who shall employ industry standard practices followed by telecommunications services providers in Canada. The Licensor may direct the Licensee to take instructions from such riser management firm or third party manager who shall act on behalf of the Licensor in this regard. The Licensee may install, at its sole cost, and in accordance with the provisions of this Agreement, in-building wire for its own use for the provision of telecommunications services in the Building.
- 7.10 **Relocation** If the Equipment Room, other areas containing the Licensee Equipment or any areas adjacent to the foregoing are to be redeveloped, renovated, or redesigned by the Licensor, upon receipt of not less than one hundred and twenty (120) days advance written notice from the Licensor, (a "Relocation Notice") the Licensee shall relocate the Licensee's Equipment. If the Relocation Notice requires the relocation to occur within the first two (2) years after the Commencement Date, the Licensor will be solely responsible for the direct, reasonable, out of pocket expenses of the relocation (the "Relocation Costs"), and if the Relocation Notice does not require the relocation to occur until after that two (2) year period, the Relocation Costs will be shared equally by the Licensor and the Licensee unless the relocation is primarily to accommodate another supplier of services. In that case, the Licensee will not be required to pay any part of 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 of the Relocation Costs and the Licensor will be entitled to rely upon that estimate in proceeding with the relocation. The Licensor may at anytime 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.
- 7.11 **Interference** If in the Licensor's reasonable opinion the Licensee's (or any of the Licensee's Representatives') activities cause any unreasonable interference or disruption in the operation of the Building or its facilities, or the operations, facilities or equipment of the Licensor, any tenant, occupier, invitee or other licensee of the Building, or the use of the Licensee's Equipment has or would have the effect of disrupting services to persons outside of the Building ("Interference"), the Licensee shall, upon written notice from the Licensor, immediately cease and discontinue such activities or cease the use of any Licensee Equipment (except with respect to any testing as approved by the Licensor) to the extent necessary to prevent or cease the Interference, whether or not such activities are otherwise permitted under the terms of this Agreement, until the Interference or the cause thereof has been resolved to the satisfaction of the Licensor. The Licensee agrees to commence resolving any Interference within forty-eight (48) hours of receipt of notice from Licensor. The Licensee shall be responsible for all costs associated with any tests deemed necessary by the Licensor, acting reasonably, to resolve any and all Interference. If the Interference is not remedied promptly and to the satisfaction of the Licensor, the Licensor may either:
- (a) require the Licensee to remove the Licensee Equipment or any part thereof causing the Interference;
 - (b) take whatever measures the Licensor may deem necessary, acting reasonably, to resolve or cease the Interference, at the Licensee's sole cost and expense.

ARTICLE 8 - INSURANCE AND INDEMNIFICATION

- 8.1 **Insurance** The Licensee, at its own expense, shall take out and maintain in force while this Agreement is in effect, comprehensive general liability insurance in a minimum amount of Ten Million Dollars (\$10,000,000.00) per occurrence for bodily injury, including death, or property damage arising out of the Licensee's operations pursuant to this Agreement, which insurance shall contain cross liability and severability of interest clauses. The Licensee shall provide certificates of insurance to the Licensor on or prior to the commencement of the Term of this Agreement. The Licensee shall add the Licensor as an additional insured to such insurance policy. The Licensee shall obtain from its insurer an undertaking in favour of the Licensor that the insurance policy shall not be cancelled or allowed to lapse, until at least thirty (30) days prior written notice has been given by the insurer to the Licensor to that effect. Excess or umbrella insurance may be used to achieve the required insurance limits.
- 8.2 **Indemnification** Except to the extent caused by the gross negligence or willful misconduct of the Licensor, the Licensee agrees to indemnify and hold harmless the Licensor, its directors, officers, employees, agents, contractors and suppliers from and against any claims, losses, damages, actions, proceedings, costs or expenses whatsoever (including reasonable legal fees) resulting from or arising out of (a) the Licensee's performance or non-performance of its obligations under this Agreement, including through any of its Representatives (b) the installation, operation, maintenance, repair or removal of the Licensee Equipment at the Building pursuant to this Agreement, (c) any breach by the Licensee or its Representatives of any Applicable Laws, or (d) any negligent or willful acts or omissions by the Licensee, its Representatives or those for whom it is in law responsible. Notwithstanding the foregoing, the Licensee will not be liable to the Licensor in respect of any indirect, incidental or consequential damages.

ARTICLE 9 – TERMINATION

- 9.1 **Termination by Licensee** The Licensee shall have the right to terminate this Agreement upon written notice to the Licensor in the event that the Licensor defaults in the observance or performance of any of the Licensor's obligations under the Agreement, and such default continues for more than thirty (30) days after receipt of written notice from the Licensee regarding such default, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, up to a maximum extension of thirty (30) days, provided that the Licensor promptly commences such cure with reasonable diligence.
- 9.2 **Termination by the Licensor** The Licensor shall have the right to terminate this Agreement upon written notice to the Licensee in the event of the occurrence of any of the following:
- (a) the Licensee defaults in the payment of the License Fee or any other sum due under this Agreement, and such default continues for more than ten (10) days after receipt of written notice from the Licensor regarding such default;
 - (b) the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement (other than obligations to pay monies due) and such default continues for more than thirty (30) days after receipt of written notice from the Licensor regarding such default, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, up to a maximum extension of thirty (30) days, provided that the Licensee promptly commences such cure with reasonable diligence; or
 - (c) the Licensee makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensee is conclusive evidence of insolvency;
 - (d) Further, the Landlord may terminate this Agreement on one-hundred and eighty (180) days' notice if the Landlord will to redevelop or otherwise alter the Building in such a manner that, in the Landlord's opinion, acting reasonably, the relocation of the Licensee Equipment or any part of the Equipment Room, the Building Risers or the Entrance Link would not be feasible.
- 9.3 **Removal of Equipment** At the expiration or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, without liens, remove all of the Licensee's personal property and Licensee Equipment from the Building, except any part of the Licensee Equipment that by agreement between the Licensee and the Licensor has been acquired by the Licensor.

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This obligation to remove the Licensee Equipment shall be subject to any CRTC-mandated obligations of the Licensee to maintain the Licensee Equipment in the Building as demonstrated by the Licensee. If any property that is required to be removed is not so removed within twenty (20) Business Days after the termination, the property may, at the Licensor's sole option, (i) be removed, or removed and stored 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. The provisions of this Agreement will continue to apply in connection with all aspects of the removal of the Licensee Equipment and any repair work related thereto.

ARTICLE 10 - DAMAGE OR DESTRUCTION OF BUILDING

- 10.1 **Right to Terminate** In the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Licensor under this Agreement, the Licensor, at its sole option and expense, may attempt to repair such damage within one hundred eighty (180) days. In the event the Licensor elects not to repair the damage within one hundred eighty (180) days, the Licensee shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the Licensor, in which event the Licensee shall remove the Licensee Equipment in accordance with the provisions of section 9.3 of this Agreement.

ARTICLE 11 - FORCE MAJEURE

- 11.1 **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 is 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 purposes of this Agreement, force majeure shall mean any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, or any other legitimate cause beyond the reasonable control of such party which could not have been prevented (or the effects of which could not have been mitigated) by taking reasonable precautions or exercising due diligence; however, lack of funds or financial inability on the part of such party shall not constitute force majeure.

ARTICLE 12 – NOTICES

- 12.1 **Notices** Any notice, request, consent or other communication provided, required or permitted under this Agreement (in this section, a "**Notice**") shall be sufficiently given if in writing and personally served, or sent by facsimile or registered mail, and addressed or sent as specified below:

- (a) If to the Licensor:

The Standard Life Assurance Company of Canada
100 Sheppard Avenue East
Suite 1010
Toronto, ON M2N 6N5

Fax: 416-224-3427

Attention: Asset Manager

- (b) If to the Licensee:

Bell Canada
c/o SNC Lavalin O&M Solutions Inc.
87 Ontario Street West, 6th Floor
Montreal, QC H2X 0A7

Attention: Department, Client Services; and
Department, Lease Administration

Fax: 514-840-8404

With a copy to:

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

Attention: Director, Strategic Asset Planning

Fax: 514-391-7990

Receipt Where a Notice is delivered personally or by facsimile, it shall be deemed to have been received the same Business Day, or if the day on which the Notice was sent is not a Business Day, the Notice shall be deemed to have been received on the next Business Day. Where a Notice is sent by registered mail, it shall be deemed to have been received three (3) Business Days after the date of mailing. In no event should any Notice be sent by mail during any period of interrupted or threatened interruption of postal service.

Change of Address Either party may change its address or particulars for purposes of the receipt of any Notices in connection with this Agreement by giving notice in the same manner as provided in this Article 12.

ARTICLE 13 – MISCELLANEOUS

- 13.1 **CRTC Decision** In the event the CRTC issues a ruling or decision which directly applies to the access rights granted herein while this Agreement is in effect, then subject to the Licensor's right of appeal to the courts with respect to such CRTC ruling or decision, this Agreement shall be amended by the parties in such a manner so as to give effect to such ruling or decision, and all appropriate adjustments in respect of any amounts paid under this Agreement shall immediately be made between the parties to ensure that this Agreement is brought into conformity with such ruling or decision, including, without limitation, the termination of this Agreement if necessary.
- 13.2 **Estoppel Certificates** The Licensee will provide to the Licensor from time to time, within thirty (30) Business Days of the Licensor's written request in each case, at no cost to the Licensor, a statement duly executed by the Licensee confirming, among other things, that this Agreement is in good standing.
- 13.3 **Entire Agreement** This Agreement represents the full understanding of the parties with respect to the subject matter of this Agreement and cancels, replaces and supersedes as of its effective date all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.
- 13.4 **Waiver** No failure by either to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.
- 13.5 **Assignment, Successors and Assigns** Except to an Affiliate, this Agreement shall not be assigned, subcontracted or transferred in any way by the Licensee, in whole or in part, without the prior written consent of the Licensor, which shall not be unreasonably withheld or delayed. In the event that the Licensee assigns or otherwise transfers this Agreement to an Affiliate, the Licensee shall immediately notify the Licensor in writing and cause such assignee or transferee to execute and deliver to the Licensor an assumption agreement whereby the assignee or transferee agrees to assume and be bound by all the rights and obligations of the Licensee as set out herein. Upon the date any such assumption agreement becomes effective, the Licensee will be immediately released from its obligations under this Agreement. For greater clarity, nothing in this Section releases the Licensee from any liability(ies) that may arise prior to the date of such assignment or transfer herein. In the event the Licensee enters into an agreement to sell, assign or otherwise transfer its interest in the Building as owner or lessor, the Licensor shall immediately notify the Licensee in writing; and cause such successor in interest to execute and deliver to the Licensee an assumption agreement whereby the transferee agrees to assume and be bound by all the rights and obligations of the Licensor as set out herein. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. Upon the date any such Assumption Agreement becomes effective, the Licensor will be immediately released from its obligations under this Agreement. 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. This Agreement shall be binding upon, and shall enure to, the benefit of the parties and their respective successors and permitted assigns.
- 13.6 **Survival** The terms of this Agreement, which by their nature are intended to extend beyond the term of this Agreement, shall survive any termination or expiration of this Agreement.

- 13.7 **Time of Essence** In this Agreement, time is of the essence.
- 13.8 **Counterparts** This Agreement may be executed in any number of counterparts each of which shall be deemed an original and together shall constitute one agreement, binding on both Parties even though both Parties do not sign the same counterpart.

[signature page follows]

Standard Life

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

THE STANDARD LIFE ASSURANCE COMPANY OF CANADA

Per: _____

Name: _____

Title: _____

I have authority to bind the corporation.

BELL CANADA

I have authority to bind the corporation.

[Signature Page - Telecommunications License Agreement]

SCHEDULE B

LEGAL DESCRIPTION OF LANDS

Parcel 2-1, Section B-4433, being part of Lots 2 and 3, Plan 4433, designated as Parts 1, 2, 3 and 35, Plan 66R-13018, City of North York, Municipality of Metropolitan Toronto;

The boundaries of the east and west limits of Kenneth Avenue confirmed by Plan BA-539, Township of York/North York.

Land Titles Division of Metropolitan Toronto (No.66) at Toronto.

Property Identification Number 10084-0031.

SCHEDULE C

RECOVERABLE COSTS

The term "**Recoverable Costs**" includes:

- (a) architectural, mechanical and electrical consulting fees to provide or review architectural, electrical and heating, ventilating and air-conditioning design for construction of any additional main terminal room or any point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of the Licensee Equipment;
- (b) costs for mechanical engineering and construction services to provide any additional cooling for anticipated loads to accommodate the Licensee's requirements;
- (c) costs for electrical engineering and construction services to provide sufficient power distribution to support the power loads anticipated for the Licensee Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;
- (d) costs respecting 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) costs respecting the construction of 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) costs for reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by section 7.1 of the Agreement;
- (g) charges regarding security escorts as contemplated by section 6.1 of the Agreement or regarding any safety and security measures required in connection with the license granted in the Agreement;
- (h) charges attributable to consumption of Utilities by the Licensee, including any annual fee for electricity consumption provided for in section 6.3 of the Agreement;
- (i) any and all reasonable costs of facilitating the initial set up of the Licensee's operations within the Building;
- (j) any and all reasonable costs incurred by the Licensor in operating the Building arising from or attributable to the Licensee Equipment, or the operation thereof, or resulting from a request by the Licensee; and
- (k) any and all taxes or assessments in respect of the foregoing costs or in respect of the Building arising from or attributable to the Licensee Equipment.