

Access Agreement – 1100 Ellesmere Road

Contract No.

April 30th, 2021

Queenscorp (Ellesmere) Inc.
c/o Queenscorp Group
2 Queen Elizabeth Boulevard
Toronto, Ontario
M8Z 1L8

Attention: Ed Warankie

In consideration of \$2.00 received, Queenscorp (Ellesmere) Inc. (the "Owner") grants to Bell Canada ("Bell") access to the premises located at **1100 Ellesmere Road, Toronto, Ontario** (the "Premises") to permit Bell to provide television, internet, telephony and other communication services ("Communication Services") on the following terms and conditions:

1. **Bell** will, subject to the Owner's reasonable rules and regulations, and, except for emergencies, upon 24 hours notice to the Owner, have access over the Premises to install, upgrade, operate, remove, replace, supplement and maintain signal distribution and processing equipment and cabling, including a backup power supply ("**Distribution System**") necessary to provide Communication Services. In connection with such access a portion of the Distribution System is, or will be located in a space designated by the Owner and approved by Bell, acting reasonably ("**Equipment Space**"). **Bell** shall have access to the Premises by appointment during normal business hours except for emergencies. Any installation, upgrade, equipment, removal, or work completed by **Bell** at the Premises shall not at any time cause damage to the Premises, including any public right of way adjacent to or in close proximity to the Premises, or any installation completed by the Owner and if damage does occur, **Bell** agrees to immediately notify the Owner of same and immediately undertake to fully restore the Premises and/or public right of way, to the full satisfaction of the Owner, at its sole cost and expense.
2. Access to the Premises will be granted solely for the purposes of providing television, internet, telephony and other communication services to the tenants of the Premises and/or the Owner and for no other purpose. **Bell** is strictly prohibited from accessing Premises for the purpose of installing any shared equipment or installation benefiting any surrounding property and/or customers not occupying the Premises.
3. Bell shall pay a one-time payment equal to \$4500.00 plus any applicable taxes to the Owner, no later than 60 days following the date last signed by the parties of this agreement.
4. This agreement will commence on the date last signed by the parties and will run for a period of 10 years (the "Initial Term"). Upon the expiry of the Initial Term, this agreement will be automatically extended for one year terms on the terms and conditions herein so long as the Distribution System remains in the Equipment Space.
5. Unless otherwise specifically listed in this agreement, the Owner shall not be responsible to provide **Bell** with any equipment, materials, installations etc. which **Bell** may require to complete their installation/service.
6. **Bell** may connect the Distribution System to the electrical power source in the Premises. **Bell** shall be responsible for power costs exceeding a 15 amp service. **Bell** will obtain the Owner's approval for the timing, methods and location of the installation work. **Bell** agrees to use the access facilities designated by the Owner, so long as Bell is given the opportunity to review and assess the facilities designated by the

Owner as a suitable location for any part of the Distribution System. The parties acknowledge that the access rights granted to **Bell** are non-exclusive.

7. **Bell** agrees to perform its work in a good and workmanlike manner, and further agrees to indemnify and save the Owner, its officers, directors, shareholders, servants, agents and employees harmless from property damage or injury to persons caused by reason of the improper installation, repair or maintenance of the Distribution System. **Bell** will maintain a policy of general liability insurance in respect of personal injury or property damage arising from operation of the Distribution System with not less than five million dollars (\$5,000,000.00) coverage and the Owner shall be added as an additional insured and a certificate of insurance shall be furnished to the Owner upon request. The installation of the Distribution System will comply with all government requirements including fire and building code regulations.
8. **Bell** is the owner of the Distribution System which will remain the property of **Bell** and will not be or become a fixture despite any rule of law or equity to the contrary. **Bell** shall have access during normal business hours to promote and market the Communication Services to the Prospective and existing tenants and occupants of the Premises. **Bell** and any other service providers (using another distribution system and granted access to the Premises by the Owner) shall have the non-exclusive right to provide Communication Services to the Premises solely on a direct subscriber pay basis while this agreement is in effect. The Owner shall not tamper, interfere or connect to the Distribution System in any manner whatsoever.
9. Neither the Owner nor Bell will be liable to the other (regardless of any other provision of this agreement) in respect of any indirect, 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.
10. The Owner may terminate this agreement if, by no act of the Owner **Bell** ceases to provide Communication Services the Distribution System or if **Bell** breaches any material term or provision of this agreement which is not cured within a reasonable amount of time.
11. If any provision of this agreement is declared invalid such provision shall be deemed severed and shall not affect the remaining provisions. Delay in the performance by either party of their respective obligations under this agreement for reasons or circumstances beyond their reasonable control shall be excused for the period of such delay. This agreement is subject to the laws and regulations of the applicable regulatory authorities which shall prevail in the event of a conflict. The parties hereto have the authority to enter into this agreement.
12. Any notice or communication relating to this agreement will be in writing and sent by registered mail to the other party, delivered personally or transmitted by facsimile or by e-mail to the following addresses:

To: Queenscorp (Ellesmere) Inc.
2 Queen Elizabeth Boulevard
Toronto, Ontario
M8Z 1L8
Attn:
E-mail:

To: Bell Canada c/o BGIS O&M Solutions Inc.
87 Ontario Street, 6th Floor
Montreal, Quebec
H2X 0A7
Attn: Transactions and Lease Administration
Fax: (514) 840-8404
E-mail:

Notices shall be deemed to have been received by the Owner or Bell, as the case may be, at the time of delivery in the case of personal delivery or on the date and time of transmission in the case of electronic means, provided that such transmission was made during normal business hours, with receipts or other verifications of such transmission.

This agreement runs with the Premises and is binding upon and enures the benefit of the parties, their successors, assigns and transferees. Please confirm your agreement to the foregoing by signing and returning the enclosed duplicate copies of this letter to the undersigned.

Bell Canada c/o BGIS O&M Solutions Inc.

Queenscorp (Ellesmere) Inc.

We agree to the forgoing this 30th day of April, 2021

Per. _____
Name: _____
Title: Senior Asset Manager

Per. _____
Title: President

Per. _____
Name: _____
Title: _____

Per. _____
Name: _____
Title: _____

We have the authority to bind the corporation.

I/We have the authority to bind the corporation.