

## Building Access Licence Agreement

**Between:** 1865088 ONTARIO LIMITED (the "Owner")

**And:** Bell Canada c/o Brookfield Global Integrated Solutions ("Bell")

For access to the property known municipally as: **Portage Place, 1154 Chemong Road, Peterborough, Ontario** (the "**Property**")

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**WHEREAS** The Owner is the owner of the Property;

**AND WHEREAS** Bell currently supplies telecommunications services, including, but not limited to, voice, data, video and WiFi (wireless local area network) internet utilizing a fiber optic network (the "**Services**") to Occupants within the Property through existing infrastructure;

**AND WHEREAS** the Owner agrees to grant access to Bell to the Property so as to provide Services to occupants of the Property (the "**Occupants**") subject to the provisions of this Agreement;

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein, the sufficiency and receipt of which is hereby acknowledged, the Owner and Bell hereby agree as follows:

1. The Owner hereby grants to Bell a non-exclusive 7/24 access to the Property from the date hereof and for as long as Bell is contracted to provide Services to an Occupant to allow Bell to, including but not limited to, install, test, operate, maintain, upgrade and service its installed conduits, cables and equipment (the "**Equipment**") in, over and throughout the installed conduits and Property (the "**Work**"). Such access shall be in accordance with Owner's reasonable security procedures and rules and regulations, communicated to Bell in advance, which include the requirement of providing the Owner five (5) days notice in advance of completing any planned Work, emergencies (restoring loss of service) excepted.

In the event that the Owner incurs any extra expense in providing access to the Property after normal business hours, Bell shall be responsible for such direct costs plus an administration fee equal to fifteen percent (15%) of the expense.

For greater certainty, Bell must obtain consent to access premises leased by the Occupants of the Property from those Occupants. However, any Work performed by Bell in such leased premises shall be performed in accordance with **Section 5** exclusive of the requirement in **Subsection 5.1**.

"**Common Areas**" means (a) the areas, facilities, utilities, improvements, equipment and installations (collectively, "**Elements**") in the Property that, from time to time, are not intended to be leased to tenants of the Property, or are designated from time to time as Common Areas by the Owner, (b) the elements outside the Property that serve the Property and are designated by the Owner from time to time as part of the Common Areas, (c) the elements that are provided for the benefit of the tenants of the Property and their employees, customers and other invitees in common with others entitled to use them, and (d) those additional areas of the Property mutually agreed to by Bell and the Owner. The Common Areas include, but are not limited to, the parking facilities, access roads, truck courts, driveways, loading docks, sidewalks, landscaped or planted areas and all equipment, fixtures, signs, pipes; electrical, plumbing, drainage, mechanical and other installations, equipment or services in the Property or related to it, as well as the structures housing them: (but excluding all other buildings, or portion thereof intended to be leased or for the exclusive benefit of other tenants in the Property).

Nothing in this Licence limits Owner's right to repair any common areas of a Building provided that where any such repair may affect the Equipment, Owner shall provide Bell with reasonable advance written notice and permit Bell to protect its Equipment before the repairs are made.

**2.** The Owner shall make existing capacity in conduits on and throughout the Common Areas of the Property available to Bell for its non-exclusive use. If no existing capacity exists, Bell may install a new conduit suitable for its use, at its sole cost and expense subject to the terms and conditions set out in **Section 3** below.

**3.** Prior to doing any new Work, Bell shall provide the Owner with plans and specifications for the proposed installation for the Owner's approval, which shall not be unreasonably withheld or conditioned. Owner shall provide any comments to the plans and specifications within thirty (30) days, in which case Bell and Owner shall take reasonable commercial steps to address Owner's comments. No Work shall commence without the prior consent of the Owner, not to be unreasonably withheld. Bell shall be responsible for expenses incurred by the Owner in reviewing the plans submitted by Bell to a maximum of Five Hundred Dollars (\$500.00) plus applicable H.S.T. each time any Work is proposed.

**4.** Bell shall carry at its own cost comprehensive general liability insurance in the minimum amount of five million dollars (\$5,000,000.00) against any claims which may arise from its operations to include property damage and personal injury, including death to any person, with respect to Bell's use of the Property, including the activities and operations conducted by those for whom it is in law responsible. Such policies shall name the Owner and its mortgagee(s), if any, as an additional insured, and shall contain a severability of interests clause and a cross-liability clause. Excess or umbrella policies may be used to achieve the required limits of insurance. Prior to commencement and through to completion of this Licence, Bell shall provide the Owner with certificates of such insurance (with an insurance company or companies and in a form acceptable to the Owner, acting reasonably). Bell will comply with workers' compensation legislation and shall provide the Owner, prior to the commencement date and then annually, with proof of good standing with the W.S.I.B. (Workplace Safety and Insurance Board).

**5.** Bell agrees:

**5.1** that in no event shall it add any new Equipment in addition to what is referred to in **Schedule "A"** without the prior written approval of the Owner in accordance with the procedure in **Section 3** above;

**5.2** to perform all Work in a good and workman-like manner and in accordance with the Approved Plans, all applicable laws, regulations and industry standards including all applicable occupational health and safety legislation, WSIB legislation, and other governmental requirements relating to performance of Work and adherence to safety standards as applicable, all to the satisfaction of the Owner acting reasonably;

**5.3** provide five (5) days prior written notice to the Owner in the event that the proposed Work may interfere with another Occupant's business, in which case the Owner shall have the right in its sole discretion to refuse to provide its consent to Bell to proceed with such Work until the matter related to interference has been resolved to the Owner's reasonable satisfaction.

**5.4** to repair any damages to the Property or other service providers' equipment resulting directly from Bell's Work;

**5.5** to pay all amounts owing to the Owner within sixty (60) business days of receipt of the invoice for same from the Owner;

**5.6** to pay, satisfy and discharge all liens or claims on the Property arising from Bell's Work within fourteen (14) days of notice from the Owner of such lien on the Property;

**5.7** that in the event Bell no longer provides Services to any Occupants within the Property, and as requested by the Owner, Bell will remove all of its Equipment as the Owner may require, within sixty (60) days of that date and repair any damage resulting from such removal, all at Bell's sole cost and expense however in no event will Bell be responsible for removing any in-building wire. Any Equipment which is not removed by the end of that time shall become the property of the Owner;

**5.8** to indemnify and hold harmless the Owner and its successors and assigns, from any liability, damage or loss arising as a result of the installation, use, maintenance, removal or otherwise of its Equipment and services at the Property, by Bell, its employees, contractors, invitees or others for whom Bell is responsible at law; except where such liability, damage or loss is caused by the willful misconduct or negligence of the Owner, its employees, contractors, invitees or others for whom the Owner is responsible at law. Under no circumstances will either party hereto be liable to the other or any third party or indemnify the other party or any third party for any indirect, special, consequential, incidental, economic or punitive damages, including, without limitation, loss of income or loss of profits; and

**5.9** to repair any deficiencies or non-compliance of any installation or Equipment identified by the Owner after its inspection of any installation to ensure the installation has been made in accordance with the Approved Plans.

**6.** Either party may terminate this Licence: (i) in the event of a material breach of this Licence, when such breach is not cured within 90 days of receipt of written notice by the non-breaching party or (ii) upon 120 days notice by either party when Bell is no longer serving customers in the Building(s).

**7.** If the action of a governmental authority requires modification of: (i) the Services or (ii) the terms on which they are provided which are inconsistent with the terms of this Licence or which impair Bell's ability to provide the Services in an economical or technically practical fashion, then (a) this Licence will be deemed amended in a manner to allow Bell to fulfil its legally mandated obligations, or (b) Bell may, at its option, terminate this Licence upon 30 days' written notice to Owner or such other period reasonably agreed upon by the parties. Upon termination of this Licence and provided there are no subscribers to Services in the Building(s), Bell will be allowed sixty (60) days to remove the Equipment, after which any remaining Equipment will be deemed abandoned and ownership and title will automatically transfer to Owner. If subscribers to the Services remain in the Building(s), Bell will retain title to the Equipment. Bell will not be responsible for any fees for the removal or disposal of Equipment of which ownership has transferred to Owner.

**8.** If the Owner sells the building, it will notify Bell immediately and use reasonable efforts to cause the purchaser to contact Bell for the purpose of entering into an agreement with Bell to assume and be bound by the obligations of the Owner set out in this agreement. Upon the date the purchaser enters into an effective agreement with Bell, or on the date of the transfer of ownership of the property, whichever may occur first, whether or not the purchaser enters into a binding agreement with Bell, the Owner shall be released from its obligations under this Licence save and except for any outstanding obligations arising hereunder prior to the sale of the building. This Licence is binding upon and shall enure to the benefit of Owner and Bell and their respective heirs, executors, administrators, successors and assigns.

**9.** Notices, demands, requests or other instruments under this Agreement will be delivered in person, by courier, by facsimile or sent by registered mail postage prepaid and addressed:

(a) To the Owner by mail to:

P.O. Box 982  
Barrie, Ontario L4M 5E1

Or if by courier to:

158 Dunlop Street East, Unit #201 (rear entrance)  
Barrie, Ontario L4M 1B1

Fax No.: 705-737-0484

or to such other Person at any other address that the Owner designates by written notice, and

(b) if to Bell at:

c/o Brookfield Global Integrated Solutions  
87 Ontario Street West, 6th Floor  
Montreal, Quebec H2X 0A7

Department, Real Estate Services and  
Department, Lease Administration

Fax No.: 514-840-8404

A notice, demand, request or consent will be considered to have been given or made on the day that it is delivered in person or by courier, or sent by facsimile or, if mailed, five (5) days after the date of mailing. Either party may notify the other in writing of a change of address and the address specified in the notice will be considered the address of the party for the giving of notices under this Agreement. If the postal service is interrupted or substantially delayed, any notice, demand, or request or other instrument will only be delivered in person or by courier, or sent by facsimile.

**10.** It is agreed to by both parties that, subject to any applicable laws or CRTC orders, the Equipment is for the exclusive use of Bell and its customers and shall remain the property of Bell at all times unless Bell surrenders any part of the Equipment to the Owner when it no longer provides services to the Occupants of the Property.

**11.** Except for obligations to pay amounts owing under this Agreement, each of the parties hereto shall be free from all liability or inability on their part to carry out any of the obligations stipulated in this Agreement due to force majeure including, but not limited to, governmental intervention, strikes, labour disputes or any reason or cause whatsoever beyond the reasonable control of such party.

**12.** Each party represents and warrants that (i) it has the full right, power and authority to enter into and perform its covenants and obligations in this Agreement; (ii) it is under no obligation, statutory, contractual or otherwise, which would prevent or interfere with the complete performance of its covenants and obligations herein; and (iii) it is validly in existence under the name indicated in this Agreement.

**13.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the CRTC and the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**14.** This Agreement supersedes all prior agreements and understandings regarding the subject matter hereof, contains the whole of the understanding between the parties with respect to the subject matter hereof, and is not subject to any other agreements, representations or warranties, whether written, oral or implied. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties.

**15.** If any provision of this Agreement is found to be invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect.

**16.** This Agreement does not create any agency, partnership, joint venture or franchise relationship. No employee of either party shall be or become or shall be deemed to be or become, an employee of the other party by virtue of the existence or implementation of this Agreement. Each party hereto is an independent contractor. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

**17.** The failure or delay of either party to insist upon strict adherence to any term or condition of this Agreement at any time shall not constitute a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other term or condition of this Agreement.

**18.** 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 Licence to its auditors and financial and/or legal advisors.

**19.** This Agreement shall enure to the benefit and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, as the case may be.

**The following page is the signing page.**

**1865088 Ontario Limited**

For the Owner: \_\_\_\_\_

\_\_\_\_\_ Date: Jan. 9/2020

Print Name and Title: Ron McCowan, President

Mailing Address: P.O. Box 982, Station Main, Barrie, ON L4M 5E1

**BELL CANADA**  
**C/O Brookfield Global Integrated Solutions**

For Bell: \_\_\_\_\_

\_\_\_\_\_ Date: Dec. 18, 2019

Print Name and Title: \_\_\_\_\_

Senior Specialist Asset Management

Mailing Address: 87 Ontario Street West, 6th Floor, Montreal, Quebec H2X 0A7

**SCHEDULE "A"**  
**SKETCH OF EQUIPMENT**