

LICENSE
AGREEMENT

This agreement dated the 31st day of March, 2021 (the "License Agreement").

PART A - BASIC INFORMATION

- (a) Project: **LAMBTON MALL** (the "Project")
- (b) Licensed Area: Main telecommunications room containing approximately (32) square feet, as outlined in red on the attached Schedule "A" (the "Licensed Area").
- (c) License Type: a non-exclusive license for the use of the main telecommunications room
- (d) Licensee: BELL CANADA (the "Licensee")
- (e) Trade Name: operating as "Bell Canada"
- (f) Licensee's HST/GST Registration Number: 100458652
- (g) Licensor:
Europro (Lambton Mall) LP (the "Licensor")
812 Lawrence Avenue West
Toronto, ON M6A 0B5
- with a copy to:
- Lambton Mall
1380 London Road
Sarnia, ON N7S 1P8
- Attention: General Manager
- Telephone: 7
Fax (519) 542 8466
- (h) Licensor's HST/GST Registration Number: L757770136 RT0001
- Term: The term of this License Agreement in respect of the Licensed Area shall be for a term of Five (5) years (the "Term") commencing on the 1st day of June, 2021 (the "Commencement Date") and expiring, unless earlier terminated, on the 31st day of May, 2026. Provided that the Licensee is not then in default of any of its material obligations under this License Agreement beyond the applicable cure period, this License Agreement will automatically be extended for two consecutive periods of Five (5) years each (the "Renewal Term(s)") unless the Licensee gives the Licensor at least 120 days written notice prior to the end of the Term or a Renewal Term of the Licensee's intention not to renew the Licence.
- Notwithstanding the foregoing, so long as this License Agreement is fully executed, the Licensee has provided a certificate of insurance and the Licensed Area is ready for fixturing, the Licensee may, with the consent of the Licensor, be permitted early occupancy of the Licensed Area on or about the Day 1st day of June, 2021.
- (j) Basic License Fee: \$ 156.25 per square foot of the Licensed Area per annum.
- In addition to the gross Basic License Fee set out above, the Licensee shall pay a rate for the Term of **\$450 + HST (\$100.00+HST annually)** for utilities consumed in the License Area.

- (n) HST/GST: The Licensee shall pay to the Licensor any goods and services, sales or other similar taxes imposed upon the Licensor on or in respect of this License Agreement. The Licensee shall calculate the applicable tax and shall remit it along with and in addition to the Basic License Fee set out above. The Licensor has provided its HST/GST Registration Number to enable the Licensee to claim any applicable input tax credit.
- (o) Permitted Use: The Licensee shall use the Licensed Area for the non-exclusive purpose of installing, operating, maintaining, repairing, improving, upgrading, replacing, relocating and removing the Licensee's equipment in order to provide telecommunication services to the Project. In no event will the Licensee be permitted to store any contaminants or hazardous substance in, on or about the Licensed Area.

PART B - TERMS AND CONDITIONS

1. The Licensor grants to the Licensee a license to use the Licensed Area during normal business hours in accordance with and subject to the terms and conditions set out in this License Agreement, including the payment of Basic License Fee.
2. The Project (including the Licensed Area) shall at all times be under the exclusive control and management of the Licensor. The Licensor may from time to time alter, expand, diminish, operate, renovate, remerchandise and supervise the Project (including the Licensed Area) and may change the area, location and arrangement thereof and do such other acts with respect thereto as the Licensor determines to be advisable. During the business hours for the Project, the Licensee shall have a non-exclusive right to use in compliance with the Licensor's rules and regulations and in common with all other persons entitled thereto, those parts of the common areas appropriate, intended and designated from time to time by the Licensor for such use. Any relocation of the Licensee's equipment within the Project required by the Licensor will: (i) be at the cost of the Licensor; (ii) require confirmation by the Licensee that any new location will be suitable for the Permitted Use; and (iii) use a procedure that will ensure that the relocated equipment is operational for service to the Project prior to discontinuing service from the previous Licensed Area.
3. All signage for the Licensed Area shall be subject to the Licensor's approval (not to unreasonably withheld, delayed, or conditioned) and shall conform to the uniform pattern of identification signs for Licensees in the Project as prescribed and amended by Licensor from time to time. Banners are not permitted Licensee shall not inscribe or affix any sign, lettering or design which is visible from the exterior of the Project. The Licensee shall keep display windows clean, neatly dressed and will not display offensive materials or advertising therein having regard to the community standards and the standards set by the Landlord for the Project. Display windows and lighted signs (if any) will be kept illuminated by Licensee on all business days until at least one half hour after the Project closes for business.
4. The Basic License Fee shall be payable on the first day of each and every calendar month during the Term. The Licensee shall, prior to the Commencement Date, deliver to the Licensor a series of post-dated cheques, each monthly cheque representing the then monthly Basic License Fee for that month. All fees specified in this License Agreement shall be payable to the Licensor without deduction, set off or abatement. The Licensee shall pay an administration fee of \$150.00 plus HST for any returned payment
5. The Licensee shall:
 - a. open for business on the Commencement Date and continuously, actively and diligently operate its business in a first-class reputable manner strictly in compliance with the terms and conditions of this License Agreement, and remain open for business during business hours as designated by the Licensor;
 - b. use the Licensed Area only in accordance with the use specified in Part A;
 - c. not do anything, and not permit anything to be done, which is, or results in, a nuisance to the Licensor, any tenant or any other operator or occupant of the Project;
 - d. carry on business from the Licensed Area throughout the Term only under the trade name specified in Part A;

- e. pay when due all charges for electricity used in the Licensed Area whether such electricity is provided by or through the Licensor and charged to the Licensee are supplied directly to the Licensee by the utility provider and are not charged to the Licensee by or through the Licensor.

If applicable, the Licensee shall pay when due to the taxing authority having jurisdiction all business taxes for the Licensed Area.

- f. Forthwith upon notice from the Licensor, remove from the Licensed Area any signs, decorations, merchandise or displays to which the Licensor objects, and permit the Licensor to remove any such signs, decorations, merchandise or displays not permitted to be in the Licensed Area;
 - g. at all times keep the Licensed Area in good repair, order and condition and in a clean and tidy state. Merchandise is not to overflow into the common area;
 - h. leave the Licensed Area in good repair, order and condition, subject only to reasonable wear and tear, and the Licensee shall deliver to the Licensor the keys, mechanical or otherwise, and combinations, if any to the locks in the Licensed Area and the entries thereto. The Licensor agrees that the Licensed Area must: (i) provide secure access (under lock and key, at minimum); (ii) have the Licensee's reasonable requirements for power supply available for the Licensee's use; and (iii) have sufficient space to install the Licensee's equipment reasonably required by the Licensee to offer services to occupants of Project. Prior to the commencement of any work to accommodate any future requirement for additional space to install the Licensee's equipment, the Licensee shall obtain the Licensor's prior permission as to scope and design; and shall comply with all the Licensor's rules and regulations with respect to construction, hoarding, access, noise and debris removal.
 - i. not assign or transfer this License Agreement nor sublicense or otherwise part with possession of the Licensed Area in whole or in part;
 - j. observe and comply with the reasonable rules and regulations of the Licensor, as from time to time existing, and as specified in Schedule "B" and the requirements of all applicable laws, regulations and codes of every government authority having jurisdiction affecting the operation or use of the Licensed Area as from time to time existing;
 - k. at its own expense immediately discharge or vacate all construction, mechanics' or other liens or executions that may be filed during the Term against this License Agreement, the Licensed Area or the Project with respect to any work or services performed or goods or materials furnished at the request or for or on behalf of the Licensee;
 - l. not permit eating, drinking, smoking or food preparation in or about the Licensed Area; and
 - m. at all times maintain for all persons employed by the Licensee at the Licensed Area a dress code satisfactory to the Licensor.
6. The Licensee accepts the Licensed Area in an 'as-is' condition, there shall be no obligation on the Licensor to do any work to and in the Licensed Area. The Licensee shall complete the work required to improve and prepare the Licensed Area for occupancy. Prior to commencement of any such work, the Licensee shall obtain the Licensor's prior permission as to scope and design; and shall comply with all the Licensor's rules and regulations with respect to construction, hoarding, access, noise and debris removal. The Licensee shall use quality material and craftsmanship.

The Licensee shall maintain the Licensed Area and all improvements therein in good order and condition, including: keeping the Licensed Area in such condition as to comply with the requirements of any governmental or quasi-governmental authority having jurisdiction.

The Licensor shall have the right at all times to enter the Licensed Area. The Licensor shall not tamper, interfere or connect to the Licensee's equipment in any manner whatsoever. The Licensor agrees to reimburse the Licensee for any loss of or damage to the Licensee's equipment caused by the Licensor, its employees, agents, mandatories, contractors or those for whom it is responsible at law if such loss of or damage to the Licensee's equipment is caused by the willfully negligent acts of the Licensor.

The Licensee's equipment will remain the personal property of the Licensee although it may be affixed or attached to the Project and will, during the Term of this License Agreement or any Renewal Term, belong to and be removable by the Licensee.

7. The Licensee shall take out and maintain the following insurance coverage:

- a. commercial general liability insurance coverage against personal and bodily injury including death, and property damage with respect to the Licensee's business and the Licensee's use of the Licensed Area, on an occurrence basis and having a limit of not less than Five Million Dollars (\$5,000,000.00) in respect of any one occurrence; and
- a. fire insurance coverage (including coverage for the standard extended coverage endorsement perils and coverage against water damage however caused) for the Licensed Area, improvements, fixtures, equipment, inventory and any other property in or about the Licensed Area on a full replacement cost basis.

All such insurance shall be placed with an insurer acceptable to the Licenser, acting reasonably, shall include the Licenser **Europro (Lambton Mall) LP, Europro (Lambton Mall) GP Inc. and Europro Real Estate Inc.** as additional named insureds, shall contain cross-liability and severability of interest provisions, as applicable, and shall not be subject to cancellation without at least ten (10) days prior written notice to the Licenser. Prior to the Commencement Date, the Licensee shall furnish the Licenser with evidence of such insurance. The Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies.

8. Each of the following events shall be deemed to be an event of default by the Licensee under this License Agreement:

- a. the Licensee defaulting in the payment of any Basic License Fee, or portion thereof, or other sum of money due to the Licenser pursuant to the terms of this License Agreement, and such default continues for more than 30 days, after written notification of such default by the Licenser to the Licensee;
- b. the revocation of the Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Licensee's providing of such services;
- c. 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;
- d. 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; or
- e. if the Licensee materially defaults in the observance or performance of any of the Licensee's other obligations under this Agreement and such default continues for more than 30 days after written notice of such default by the Licenser to the Licensee.

Upon or after the occurrence of an event of default the Licenser may terminate this License Agreement without limiting its other remedies. If the Licenser materially defaults in the observance or performance of any of the Licenser's obligations under this License Agreement and such default continues for more than 30 days after written notification of such default by the Licensee to the Licenser, the Licensee may terminate this License Agreement without limiting its other remedies.

- 9. At the expiry of the term or at any early termination of Term, the Licensee shall leave the Licensed Area in a good state of repair clear of any debris, trade fixtures and personal items. Furthermore, the Licensee shall remove all equipment from the Licensed Area provided that there are no subscribers or occupants in the Project that receive services from the Licensee, and subject to any Canadian Radio-television and Telecommunications-mandated obligations upon the Licensee to provide services to the Project. If at the end of the Term of this License Agreement, the Licensee shall continue to use the Licensed Area without the objection of the Licenser, then this License Agreement shall thereafter continue from month to month for the same Basic License Fee and upon the same terms and conditions as contained in this License Agreement. The Licenser or the Licensee shall thereafter have the right to terminate this License Agreement on thirty (30) days written notice to the other.
- 10. Notwithstanding anything to the contrary, the Licenser shall not be liable or in any way responsible to the Licensee in respect of any loss, injury or damage suffered by the Licensee or others, however caused, except to the extent that such loss, injury or damage suffered by the Licensee or others is caused by the grossly negligent or wrongful wilful acts or omissions of the Licenser or those for whom the Licenser is in law responsible for.
- 11. The Licensee shall indemnify the Licenser from and against all liabilities, claims, damages or expenses arising out of any act or omission by the Licensee or those for whom the Licensee is in law responsible, or arising out of any breach by the Licensee of any provision of this

License Agreement, including, without limiting the foregoing, any loss or damage attributable to the Licensee or those for whom the Licensee is in law responsible for breach of or non-compliance of any of the covenants by the Licensee relating to hazardous substance or contaminants in, on or about the Licensed Area.

Neither the Licensors nor the Licensee 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

12. This License Agreement is subject and subordinate to all existing and future mortgages, charge and other encumbrances upon the Project. The Licensee shall not register this License Agreement or a notice thereof against the title to the Project. This License Agreement is not a lease of the Licensed Area and the relationship between the Licensee and the Licensors under this License Agreement is strictly that of licensee and licensors and not that of tenant and landlord.
13. Any written notice provided from one party to the other under this License Agreement shall be effectively given by registered mail, courier or by facsimile or by delivery of such notice to such address set out below, or as an alternative, in the case of the Licensee, by delivery of such notice to the Licensed Area. Such notice, if delivered or sent by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery or the time of confirmed transmission by facsimile, in either case, unless given on a non-business day, or after 5:00 p.m. in which event such notice shall be deemed to have been given and received on the next business day, as follows:

- a. in the case of the Licensors shall be served on the Licensors, at:

c/o Administration Office
Lambton Mall
1380 London Road
Sarnia, ON N7S 1P8

Telephone:
Fax: (519) 542-8466

- b. in the case of the Licensee shall be served on the Licensee at:

Bell Canada c/o BGIS O&M Solutions Inc.
87 Ontario Street, 6th Floor, Montreal, Quebec, H2X 0A7

Attention: Transactions and Lease Administration

Fax (514) 840-8404

If in this License Agreement two or more persons are named as Licensee, such notice may be given to any one of such persons and shall constitute notice to all. Each of the Licensors and the Licensee may, from time to time by notice to the other, change its address for the purpose of any subsequent notice.

14. This License Agreement and the Schedules (if any) attached hereto and forming a part hereof contain the whole agreement between the parties with respect to the Licensed Area. All representations made by either party which is relied upon by the other party are contained herein and each party disclaims reliance on any other representations.
15. The Licensee covenants that it has secured all permits, licenses, consents, approvals and other rights necessary to enable it to enter into this License Agreement and carry out its provisions and agrees to provide the Licensors with proof of having secured same, if required.
16. Notwithstanding anything to the contrary, this License Agreement shall terminate (a) immediately without notice if the Licensee becomes bankrupt or insolvent, or (b) upon written notice of such termination by the Licensors to the Licensee, which unless otherwise specified in this Agreement, such notice shall specify a termination date which shall be at least thirty (30) days after the date notice is given, and thereafter the Licensee shall have no further right to use the Licensed Area.
17. Demolition Clause - Notwithstanding any other provision of the Lease, the Landlord may terminate this Lease at any time upon giving to the Tenant not less than 9 months' notice of such termination if it is the Landlord's intention to demolish or substantially renovate or improve either the Shopping

Centre or the area surrounding the Premises. In the event that the Landlord exercises its right to terminate as provided for here, the Tenant shall be entitled to reimbursement of the unamortized cost of the Tenant Work.

18. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original hereof and fully binding upon the signatory thereto, and all such counterparts shall together constitute one and the same instrument. A signed facsimile, or a signed copy of this Agreement scanned in Adobe® Portable Document Format (PDF) and sent by e-mail, shall be effective and valid proof of execution and delivery. This Agreement may be signed with an electronic signature pursuant to s. 11(1) of the Electronic Commerce Act (Ontario).
19. **Status of Manager:** Tenant acknowledges that Europro Real Estate Inc. ("Manager") has executed this License Agreement solely in its representative capacity as property manager for Licensor and that the Manager shall have no personal liability under the provisions of this License Agreement Subject to the foregoing, the Manager shall represent and act for and on behalf of Licensor for all purposes of this License Agreement.

Dated by Licensee this 26th day of May, 2021.

Europro Real Estate Inc.
On Behalf of the Licensor

Per: _____
Name
Title: General Manager

ACCEPTANCE OF THIS OFFER BY LICENSEE WILL CONSTITUTE A VALID AND BINDING AGREEMENT BETWEEN LICENSOR AND LICENSEE.

We confirm our acceptance of this License Agreement upon the above terms and conditions.

Dated by Licensee this 26th day of May, 2021.

Licensee: Bell Canada

Per: _____
Title: _____ - Senior Asset Manager
I have authority to bind the Corporation.

SCHEDULE “A”

FLOOR PLAN

SCHEDULE "B"

RULES AND REGULATIONS

In regard to the use and occupancy of the Licensed Area and the common area of the Project, the Licensee shall:

- (a) If applicable, keep the inside and outside of all glass in the doors and windows of the Licensed Area clean;
- (b) maintain the Licensed Area, at its expense, in a clean, orderly and sanitary condition;
- (c) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Licensed Area.

In regard to the use and occupancy of the Licensed Area and the common area of the Project, the Licensee shall not:

- (1) permit undue accumulations of garbage, trash, rubbish or other refuse within or without the Licensed Area;
- (2) use or permit the use of any equipment or device such as, without limitation, loudspeakers, stereos, public address systems, sound amplifiers, radios, televisions, VCR's or DVD's which is in any manner audible or visible outside of the Licensed Area;
- (3) cause, suffer or permit odours to emanate or be dispelled from the Licensed Area, and upon direction of the Licensor shall forthwith, at the Licensee's expense, remedy any situation resulting in a breach of this provision;
- (4) permit the parking of delivery vehicles so as to interfere with the use of any driveway, walkway, parking area, mall or other area of the Project;
- (5) use any part of the Licensed Area for lodging, sleeping or any illegal purposes.