

TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 8th day of July, 2015 (the "Effective Date"), between **BEN WALKER LTD.** (the "Owner") and Bell Canada ("Bell"). The Owner represents that they are the rightful owner of the property described as **150 Consumers Road, North York** (the "Premises").

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

Bell and its contractors shall be provided access to the Premises in order to exercise its non-exclusive license, twenty four hours per day, three hundred and sixty five days per year subject to the Owner's reasonable security requirements. Bell shall have access during normal business hours to promote and market Bell services to the prospective and existing tenants and occupants of the Premises.

The term of this License is effective as of the Effective Date and shall continue to run for a period of ten (10) years from the Effective Date (the "Term"). The Term will be automatically extended for additional one year terms for so long as Bell Services are available to the Building (the "Renewal Term") on the terms and conditions herein.

Bell shall pay to the Owner an annual license fee (the "License Fee") in respect of this Agreement. The License Fee of two thousand and five hundred Dollars (\$2,500) will be payable annually in advance, together with any applicable taxes including HST.

The relationship between the Owner and Bell is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

The Owner covenants: (i) to operate, repair and maintain the Premises and associated building systems and the lands in a safe and proper operating condition and in accordance with accepted building industry standards; (ii) if the operation of Bell's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Premises, the Owner shall, to the extent that it is commercially reasonable, upon being provided by Bell with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist Bell in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

Bell will assume responsibility for the cost of repairing any direct damage and/or disarrangements that may be caused to the Premises at the time of installing or servicing the Equipment to the extent such damage is caused by Bell's negligence or wilful misconduct.

Neither the Owner nor Bell will be liable to the other (regardless of any other provision of this Agreement) in respect of any indirect, special, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

The Owner will maintain all risk property insurance on the Building. Bell shall maintain comprehensive general liability insurance with an insured limit of two million dollars per occurrence, including the Owner as additional insured. Upon request, Bell will provide Owner with a certificate of insurance evidencing the insurance. Excess or umbrella insurance may be used to achieve the required insured limit. Bell shall arrange for its property insurers to waive their rights of subrogation against the Owner.

The Owner shall not assign this Agreement in whole or in part without obtaining the prior written consent of Bell which consent may not be unreasonably withheld. Notwithstanding the foregoing, the Owner may assign this Agreement to a new owner in the event that the current Owner sells the Premises. In the event the Owner enters into an agreement to sell, assign or otherwise transfer its interest in the Premises as owner, the Owner shall (i) immediately notify Bell; and (ii) cause such successor in interest to execute and deliver to Bell an agreement (the "Assumption Agreement") whereby the transferee agrees to assume and be bound by all the rights and obligations of the Owner as set out herein. A lease of the entire Premises shall be deemed a transfer within the meaning of this Section. Upon the date any Assumption Agreement becomes effective, the Owner will be immediately released from its obligations under this Agreement. For



greater clarity, nothing in this Section releases the Owner from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

The Owner may terminate this Agreement if, by no act of the Owner, Bell ceases to provide Bell Services using the Equipment.

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

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

BEN WALKER LTD.

(Owner)

Per: _____

Per: _____

Name:

Title:

I/We have authority to bind the corporation

BELL CANADA

(Bell)

Per:

I/We have authority to bind the corporation