



TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

GALAXY TOWERS INC.

(the "Owner")

- and -

BELL CANADA

("Bell")

Building Address: 165 Dundas St. West, City of Mississauga
Commencement Date: May 1st, 2015



TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 1st day of May, 2015 (the "**Effective Date**") between Galaxy Towers Inc. (the "**Owner**") and Bell Canada ("**Bell**"). The Owner represents that they are the rightful owner of the property described as 165 Dundas St. West, Mississauga (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, 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, cabling, infrastructure or otherwise (excluding conduit), which is necessary and incidental to enable and 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.

Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell and its contractors during normal business hours, Monday through Friday from 9:00 a.m. to 4:30 p.m., subject to Bell providing reasonable notice to the Owner or its agent of its intention to enter the Building for the purposes of this License (the "**Access Notice**"), and at other times, subject to Landlord's approval, which shall not be unreasonably withheld or delayed. During normal business hours noted above for routine service activations and repair visits to the Premises for which purposes Bell requires access in order to meet its CRTC-mandated service provisioning and service repair intervals, the Access Notice must be given **twenty-four (24) hours** in advance. In the event of an emergency, including urgent service requests by tenants or occupants of the Premises, Bell shall give to the Owner as much advance notice as reasonably possible of its intent to enter any part of the Premises and, within five business days following the entry, shall provide to the Owner a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.

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 full responsibility for the cost of repairing any damages and/or disarrangements that may be caused to the Premises at the time of installing or servicing the Equipment, unless caused by the Owner or those for whom the Owner is responsible.

The Owner will maintain all risk property insurance on the Building and Bell will be responsible for maintaining its own Comprehensive General Liability Insurance. Bell will provide the Landlord with a Certificate of Insurance naming the Owner as an additional insured to the extent arising out of the negligence of Bell, its employees, agents and contractors. The Owner releases Bell in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Owner's property in respect of which the Owner maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement.

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 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.



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.



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

GALAXY TOWERS INC.

(Owner)

Per:

Per:

Title:

I/We have authority to bind the corporation

BELL CANADA

(Bell)

Per:

I/We have authority to bind the corporation