

## ACCESS AGREEMENT – COMMERCIAL (20 SQUARE FEET AND UNDER)

IN CONSIDERATION of the \$1,000.00 plus applicable taxes paid by Bell Canada ("Tenant") to Varuna Properties Inc. ("Landlord") and the terms contained herein, the parties agree as follows:

1. **Address where Premises are located:** 1700 Langstaff Road, City of Vaughan, Ontario ("Building"). as outlined on Schedule "A".
2. **Premises:** outlined on Schedule "A".
3. **Term:** 10 years.
4. **Commencement Date:** January 1, 2015 or the first of the month after the date installation commences whichever is sooner.
5. **Use of Premises, Utilities and Increases in Taxes and Operating Costs:** Tenant and any affiliates (as defined in the Canada Business Corporations Act) of BCE Inc. shall be permitted, at no cost to the Landlord, to install, maintain and supplement Tenant's equipment, cable, apparatus and ancillary attachments ("Equipment") for the telecommunication of signals to and from customers. Tenant may install connecting Equipment between the property line and the Premises and may connect the Equipment to all necessary utilities, trunk lines, customers' equipment and Landlord's electrical grounding system and will have access to required, ducts, conduits, risers, closets and meter rooms. Tenant shall be responsible for any increase in realty taxes and/or operating costs incurred by Landlord as a result of Tenant's installation and occupation. Tenant agrees that its use of the Premises does not include rooftop rights or the right to locate service towers and equipment outside of the Building, which shall be subject to standard negotiations between the parties.
6. **Electricity:** Tenant will pay for its own electrical consumption using Landlord's service based on verifiable data confirming consumption provided by Tenant and approved by Landlord. Tenant's electrical consumption will be billed and paid monthly/annually in arrears during the first year of the Term at the rate of \$NIL per month and adjusted at year-end based on actual consumption. Thereafter, such consumption will be billed at the rate per month equal to the prior year's average actual monthly consumption and adjusted at year-end based on actual consumption. If the Landlord, acting reasonably, is dissatisfied with Tenant's data confirming consumption Tenant will install a check meter at the Tenant's cost at Landlord's request.
7. **Prior to Commencement Date Tenant shall:**
  - (a) submit Equipment plans to Landlord for approval;
  - (b) obtain all consents, licenses and permits required to install and operate the Equipment and Landlord agrees to cooperate and provide all consents, authorizations and information reasonably required by the Tenant;
  - (c) conduct all tests required to satisfy itself that the Premises are suitable for its intended purpose; and
  - (d) provide Landlord with a certificate of insurance with coverage of not less than \$2,000,000 per occurrence noting Landlord as additional insured.
8. **Installation and Maintenance of Equipment:**
  - (a) Tenant will repair any damage to the Building and other service provider's equipment caused by its installation, maintenance or removal of Equipment during and at the end of the Term.
  - (b) The Equipment shall be installed, operated, maintained and supplemented in a good and workerlike manner in accordance with sound engineering practices.
  - (c) Tenant shall ensure that no liens are registered against the Building as a result of its work and will indemnify Landlord in connection therewith.
  - (d) Tenant will comply and will ensure that its subtrades comply with building rules and all health and safety and environmental legislation and indemnifies Landlord for a breach thereof.
  - (e) Tenant will ensure that its Equipment does not interfere with the signals or equipment of service providers granted prior access by Landlord.
9. **Performance by Tenant:** Provided Tenant has performed its obligations under this agreement, Landlord agrees that Tenant shall have access to the Premises, connecting equipment and Utilities 24 hours a day, seven days a week subject to Landlord's reasonable rules and security requirements and enjoy the Premises, Equipment and Utilities without interference.

10. **Indemnity:** Landlord and Tenant indemnify and save harmless each other for loss or damage to person or property caused by their own negligence or those for whom they are responsible and neither party shall be responsible for consequential damages. Landlord shall be responsible for any pre-existing environmental contamination of the Building and indemnifies and holds harmless Tenant therefrom.
11. **Default and Termination:** Either party may terminate this agreement if the other party has failed to cure a breach for which it has received 30 days' notice from the **non-breaching party**, unless the breach is incapable of remedy within such period and **breaching** has diligently commenced to cure the default. Tenant may terminate this agreement upon 60 days' notice to Landlord if the Premises are or become unsuitable for Tenant's business **or the Tenant is no longer serving customers in the Building**.
12. **Notices:** All notices under this agreement shall be in writing and may be delivered by mail, facsimile or in person to the addresses below and shall be deemed received three business days later if mailed and the next business day following the date of transmission by facsimile or personal delivery. At its own expense, Tenant may register a notice or caveat of this agreement on title to the Building in a form approved by Landlord and will remove such registration upon the expiration or earlier termination of this agreement.
13. **General:** This is the entire agreement between the parties affecting the subject matter described herein. Any amendments must be in writing and signed by both parties. If any portion of this agreement is found to be invalid, such portion shall be severed without affecting the validity of the balance of the agreement. Except for reason of financial inability, delay in performance by either party shall be excused for delay for causes beyond their reasonable control. The parties warrant that there are no restrictions contained in any other agreement to which they are a party that would prevent either party from entering into this agreement. The provisions of this agreement shall be subject to all applicable regulatory laws and regulations, which will prevail in the event of conflict. This agreement is binding on the parties and their respective successors and assigns.
14. **"Authority:** Each party represents and warrants that: (i) it has full right, power and authority to enter into and perform its obligations in this License and (ii) and it is validly organized and existing under the name indicated on this License. Landlord represents and warrants that no building rule is in force that would prevent or limit either party from : (a) entering into this License; and/or (b) performing its obligations hereunder."
15. **Transfer, Assignment:** In the event of any sale, conveyance, assignment or transfer (other than a conveyance without consideration of a portion of a Building to a governmental authority required as part of or in the course of the development thereof) (collectively, a "Transfer") of all or part of the Building, the Landlord shall cause the transferee to execute and deliver to Tenant an agreement whereby the transferee agrees to assume and be bound by all the rights and obligations of the Landlord as set out herein as they apply to the Building as if the transferee was an original signatory hereof (the "Assumption"). Upon the date any such Assumption becomes effective, the Landlord shall be immediately released from its obligations under this License in respect of the Building (save and except for any outstanding obligations arising hereunder prior to such Assumption. Except for an assignment to an Affiliate, Tenant may not assign this Agreement without the prior written consent of the Landlord.

Date:\_\_\_\_\_

**Tenant: Bell Canada**

Per:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Per:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

I have the authority to bind the Corporation.

Mailing Address for Notices:

Bell Canada C/O SNC Lavalin OM Solution Inc.,  
87 Ontario Street 2<sup>nd</sup> Floor  
Montreal, Qc H2X 1Y8  
Attn: Lease Administration

With a Copy to:

Bell Canada  
1 Carrefour Alexander Graham-Bell  
Aile A 6  
Verdun, Quebec H3E 3B3

Attn: Lease Administration  
Fax: 514-840-8537

Date:\_\_\_\_\_

**Landlord: Metrus (Terra) Properties Inc**

Per:\_\_\_\_\_

Name:\_\_\_\_\_

I have the authority to bind the Corporation.

Mailing Address for Notices:

30 Floral Parkway  
Concord, Ontario  
L4K 4R1

Attention: Director of Leasing  
Facsimile: (905) 326-4182 Tel: 905-669-9714