



LICENCE

LICENCE NO. 2129	FILE NO.	EFFECTIVE DATE December 1, 2011
THE LICENSEE: <u>Bell Canada</u> Real Estate Services 1 Carrefour Alexander Graham Bell Building A, 6 th Floor Verdun, QC, H3E 3B3 Regional Manager, Strategic Asset Planning		THE LICENSOR: Greater London International Airport Authority (" <u>GLIAA</u> ") 1750 Crumlin Road London, ON N5V 3B6
CONTACT: Nexacor Realty Management Inc. 200-87 rue Ontaio Ouest Montreal, QC, H2X 0A7 Director, Realty Transactions		CONTACT: Vice President
TELEPHONE #		TELEPHONE #
FACSIMILE # 514-840-8404		FACSIMILE # (519) 453-6219
THE LICENSEE IS HEREBY AUTHORIZED TO: Utilize certain space, located in the air terminal building at the London International Airport, and more particularly shown on Drawing Number O127 O008 N026 and designated as Room B119. This space shall be used solely for the purpose of installing, maintaining, repairing and replacing telecommunications equipment to serve the needs of the Greater London International Airport Authority (GLIAA) and its tenants and other permitted users. Bell will not be required to pay any rent or fee for such use of the space.		
FOR A TERM OF: Twenty (20) Years effective December 1, 2011 – November 30, 2031		
TERMS & CONDITIONS: ADDITIONAL CONDITIONS TO THOSE ON PAGE THREE OF THIS DOCUMENT: Should GLIAA require this space during the licence term, Bell will relocate to a location in the air terminal building with comparable space and amenity at GLIAA's expense provided at least one year's prior notice is given to Bell of this requirement. Bell will not be required to relocate more than once during the licence term. Bell will be responsible for keeping the room tidy and in good repair except for any damages not caused by the fault of Bell. Bell shall be responsible to pay for all electricity and any other utilities which Bell consumes in the space. The Licensee shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord's electrical power supply. The Licensee shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. In circumstances where the local hydro utility will not provide a separate billing for a hydro subservice sharing the same municipal address with the primary hydro service, the Licensee shall have the right to install at its expense a hydro check meter. Upon regular consumption of hydro, The Licensee shall make monthly instalments to the Licensor of Two Hundred Dollars (\$200.00), in advance. The Licensee shall periodically read the check meter to determine the actual electrical consumption by the Equipment. Based on this reading, the Licensor and the Licensee shall adjust the monthly hydro instalments, determine a revised rate and the Licensee shall begin paying that rate monthly in advance for the subsequent period. This process shall continue throughout the Term and Extended Term (if applicable), based on the actual electrical consumption being used for the Equipment. Bell shall not be required to pay any taxes for the use of the space but Bell will pay any business taxes imposed on it for its use of the space. Bell will have access at all times to the space subject to Transport		

Canada's security requirements.

Bell shall be permitted to bring its necessary cables to the space.

Bell may make alterations to the space; however, any structural alterations will require the prior consent of GLIAA which consent shall not be unreasonably withheld.

If Bell no longer requires the space it may terminate this licence by giving written notice to GLIAA. Upon the termination of this agreement, Bell will remove its equipment from the space but Bell may leave the walls and any partitions in the room.

If the building in which this space is located is sold, leased or subleased, GLIAA will first have the new owner, tenant or subtenant agree to these terms.

GLIAA (and its successors and assigns) reserves the right to terminate the Agreement and require that Bell vacate the premises if Bell fails to comply with any of its obligations under the Agreement. GLIAA agrees that it will first give Bell written notice of any such non-compliance and will allow Bell a reasonable opportunity to remedy the default before exercising this right of termination.

The equipment and the installations shall be entirely at the risk of Bell. Bell agrees to indemnify and hold Her Majesty the Queen in right of Canada ("Her Majesty") harmless from and against any claims, injuries, loss, or damage arising out of the Agreement or Bell's exercise of its rights under the Agreement unless such claim, injury, loss or damage is due to the negligence or willful misconduct of any officer or servant of Her Majesty while acting within the scope of his duties or employment.

Bell shall not assign the Agreement or any rights thereunder without the consent of Her Majesty except to a purchaser of a material portion of its assets or an affiliate of Bell.

Bell shall not store any hazardous or toxic substance on the premises.

GLIAA shall use its best efforts to obtain a non-disturbance agreement in favour of Bell in relation to this Licence, from any mortgage lender or landlord of GLIAA.

This License is granted to Bell for good and valuable consideration, the receipt and sufficiency of which is acknowledged by GLIAA. There shall be no rent or license fees payable by Bell pursuant to this License.

The Licensor hereby grants the Licensee an option exercisable by written notice to the Licensor not less than six (6) months prior to the expiration of the term, to renew the Term of the License for one (1) additional term of twenty (20) years on the same terms and conditions as contained in the License.

Bell covenants and agrees that throughout the term of this Licence and any period when it is exercising its privileges, it shall purchase, provide and maintain, at its expense, or cause to be maintained the Insurance set out in Schedule "A" attached and the requirements, terms and conditions set out below. Excess or umbrella insurance may be used to achieve the required insured limit.

Each policy of the insurance shall:

(a) with respect to liability insurance, be enforceable by any party named as an additional insured thereunder to the extent of their rights as additional insured and contain a cross liability and severability of Interest clause;

(b) with respect to property insurance, provide for full replacement cost coverage and contain a waiver of any subrogation rights that the insurers may have against either the GLIAA or Her Majesty and against those for whom either the GLIAA or Her Majesty are responsible in law;

(c) be primary to and non-contributing with any other insurance available to the GLIAA to the extent of the negligence of Bell;

(d) specify that the GLIAA and Her Majesty are named as additional insured to the extent of Bell's obligations hereunder;

(e) contain a prohibition against cancellation except on no less than 30 days' prior written notice to the GLIAA;

(f) be in a form and with insurers satisfactory to the GLIAA, acting reasonably; and

(g) not contain any co-insurance requirements or in the alternative, be written on a stated amount co-insurance only.

Bell shall, prior to its effective date, deliver to the Licensor certificates of Insurance reasonably acceptable to the GLIAA signed by the Bell's insurer, agent or broker evidencing the required Insurance and shall provide evidence from time to time that any such policy is in full force and effect during the term of this Licence and shall provide to the GLIAA evidence of renewal of such Insurance.

Sections 2, 3, 4, 6, 13, 14 and 15 of the general terms and conditions attached hereto as page three, are specifically excluded and deleted from the terms of this License.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS DAY OF , 2012

BELL CANADA

Greater London International Airport Authority

FOR THE LICENSEE

FOR THE LICENSOR

JIM TSAKNIS, SENIOR ASSET MANAGER

PRESIDENT & CEO

TITLE

TITLE

WITNESS

WITNESS

April 24, 2012

APRIL 30/12

DATE

DATE

TERMS AND CONDITIONS

- 1. Form**
This document and any attachments mentioned as forming part of this Licence constitute the entire Licence between both parties when duly executed by authorized officers of both parties. No local, general or trade customs shall be deemed to vary the terms and conditions thereof.
- 2. Payment of Fees**
The Licensee shall pay all fees and all other amounts as herein reserved at the time and in the manner in this Licence set forth, without any abatement or deduction whatever.
- 3. Fees Review**
The Licensor reserves the right to modify the fees herein reserved provided thirty (30) days' written notice of each modification is given to the Licensee.
- 4. Payment of Interest**
"Prime Lending Rate" means the rate of interest expressed as an annual rate reported by the Licensor's Bank as the interest rate charged by it on the first day of any calendar month on demand loans made in Canada in Canadian currency to its most credit-worthy commercial customers; the certificate of an officer of the Licensor's Bank as to the interest rate so reported by it for any specified day shall be in the absence of manifest error, conclusive evidence thereof; and the "Licensor's Bank" means the Canadian Imperial Bank of Commerce or such other financial institution with which the Licensor may have banking arrangements.
Without waiving any other right of action of the Licensor in the event of default of payment of fees, should the Licensee be delinquent in making the payments of fees required hereunder, the Licensee shall pay interest thereon at a rate per annum, calculated on a per diem basis on the basis of a year of 365 days, equal to the sum of (i) 3% and (ii) the Prime Lending Rate, calculated and compounded daily retroactive from the date any such amount is due and payable, until paid. Such rate shall be automatically adjusted monthly during the term, the effective rate for each month being the rate which is in effect on the first day of that month.
- 5. Payment of Taxes**
The Licensee shall pay all the taxes lawfully imposed whether in respect of the Licensee's operations carried on therefrom, including without limitation municipal taxes, business tax, value added tax, multistage sales tax, sales, tax, goods and services tax or any other tax lawfully imposed.
- 6. Assignment**
The Licensee shall not assign or transfer this Licence.
- 7. Compliance with Regulations and Directives**
The Licensee shall, at its own cost and expense and in all respects, abide by and comply with all applicable lawful rules, regulations and by-laws of the Federal, Provincial or Municipal governments or any other governing body whatsoever. This shall include, but not be limited to, compliance with environmental laws. The Licensee shall abide by and comply with all directives issued from time to time by the Licensor concerning the operation of the Airport. The Licensee shall deliver to the Licensor a copy of any written notice of non-compliance by the Licensee with any applicable law received by the Licensee.
- 8. Access**
The officers, servants and agents of the Licensor shall, at all times and for all purposes, have full and free access to the areas used by the Licensee pursuant to this Licence. This shall include, but not be limited to, access to inspect and remedy pursuant to terms and conditions relating to the environment.
- 9. Risks**
All property of the Licensee, at any time brought on the Airport shall be entirely at the risk of the Licensee, with the exception only of any such loss, damage or injury caused by the negligence or wilful misconduct of any officer, servant or agent of the Licensor while acting within the scope of his duties or employment.
- 10. Indemnification**
The Licensee shall at all times indemnify and save harmless the Licensor from and against and be responsible for all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, based upon or attributable to this Licence or any actions taken or things done by the Licensee, unless such damage or injury is due to the negligence or wilful misconduct of any officer, servant or agent of the Licensor while acting within the scope of his duties or employment.
- 11. Reasonable Use**
The Licensee shall not during the currency of the Licence, do, suffer or permit to be done any act which may impair or damage the leased premises beyond the damage occasioned by reasonable use, and shall at his own cost repair all damage to the said space which may have been caused in situations other than by reasonable use thereof, the Licensor being sole judge of the meaning of the words "reasonable use".
- 12. Damage**
Any damage or injury which may, during the existence of this Licence be occasioned to the Airport or any part thereof, or works connected therewith, or to the environment, by the Licensee or the activities of the Licensee shall, immediately upon notice thereof from the Licensor given either verbally or in writing be repaired, rebuilt, replaced and restored by the Licensee to the entire satisfaction of the Licensor, or the Licensor may, at his option, repair such damage or injury, in which case the Licensee shall upon demand forthwith repay and reimburse the Licensor for all costs and expenses connected therewith or incidental thereto, and such costs and expenses shall be deemed as fees.
- 13. Insurance**
 - (1) The Licensee covenants and agrees that throughout the term of this Licence and any period when it is exercising its privileges, it shall purchase, provide and maintain, at its expense, or cause to be maintained the Insurance set out in Schedule "A" attached subject to reasonable deductibles and the requirements, terms and conditions set out below.
 - (2) Each policy of the Insurance shall:
 - (a) with respect to liability insurance, be enforceable by any party named as an additional insured thereunder and contain a cross liability and severability of interest clause;
 - (b) with respect to property insurance, provide for full replacement cost coverage and contain a waiver of any subrogation rights that the insurers may have against either the Licensor or the Crown and against those for whom either the Licensor or the Crown are responsible in law;
 - (c) be primary to and non-contributing with any other insurance available to the Licensor;
 - (d) specify that the Licensor and the Crown are named as additional insured to the extent of the Licensee's obligations hereunder;
 - (e) contain a prohibition against cancellation or material change that reduces or restricts the insurance except on no less than 30 days' prior written notice to the Licensor;
 - (f) be in a form and with insurers satisfactory to the Licensor, acting reasonably; and
 - (g) not contain any co-insurance requirements or in the alternative, be written on a stated amount co-insurance only.
 - (3) The Licensee shall, prior to its effective date, deliver to the Licensor certificates of insurance reasonably acceptable to the Licensor signed by the Licensee's insurer, agent or broker evidencing the required Insurance and shall provide evidence from time to time that any such policy is in full force and effect during the term of this Licence and shall provide to the Licensor evidence of renewal of such Insurance.
- 14. Default or Breach**
Upon default or breach in respect of any provision or condition herein, the Licensor may, upon notice to the Licensee, terminate this Licence and retake possession of any areas used by the Licensee under this Licence and thereupon, the Licensee shall forthwith remove his property from the said premises and upon its failure to do so, the said property shall become the property of and shall vest in the Licensor, without any right of compensation on the part of the Licensee therefor.
- 15. Licensor's Right to Remedy Breach**
Upon the Licensee being in default of any of its obligations hereunder, the Licensor may from time to time (but shall not be obliged), with or without notice to the Licensee, perform or cause to be performed any of such obligations or any part thereof, and all expenses incurred and expenditures made by the Licensor in so doing plus a sum equal to 15% thereof representing the Licensor's overhead shall be treated as rent and shall be paid by the Licensee to the Licensor upon demand.
- 16. Cancellation**
This Licence may be cancelled forthwith at any time by either party by notice in writing delivered to the other party or mailed to his last known address.
- 17. Printed Matter**
The Licensee covenants that all printed and written material of an informational nature shall receive approval by the Licensor prior to being displayed or made available to the public; this shall include but not be limited to signs, notices, instructions, directions, sales slips, receipts, tickets, brochures, pamphlets and menus, all which shall be printed in both official languages.
- 18. Continued Operations**
If the Licensee continues his operations at the said airport after the end of the term of this Licence and without the execution and delivery of a new Licence or a written renewal or extension of this Licence and there is no tacit or other renewal of this Licence, the Licensee will be considered to be conducting his operations on a month to month basis at a monthly consideration payable in advance on the first day of each month at a rate to be determined at the discretion of the Licensor, and shall be subject to the covenants and conditions herein contained.
- 19. Environmental Protection**
It is expressly agreed that the Licensee shall, at its own cost and expense, be liable for and remedy any environmental damage that occurs as a result of any event caused by the Licensee, or act or omission of the Licensee, its agents, servants, employees, contractors or subcontractors. The obligations and liabilities of the Licensee relating to environmental damage shall survive the expiry or early termination of this Licence.
- 20. Attornment and Subordination**
The Licensee agrees that in the event of an early termination of the Head Lease and a re-entry by Her Majesty the Queen, in Right of Canada pursuant to the terms of the Head Lease then, at the option of Her Majesty the Queen, in Right of Canada, the Licensee shall attorn to Her Majesty the Queen, in Right of Canada for the unexpired term of this Licence on the same terms and conditions as contained in this Licence, and this Licence shall be subordinate at all times to any mortgage, lien or charge resulting from any of the methods of financing, now or hereafter in force in respect of the London International Airport, and all advances made or hereafter to be made upon the security thereof.

21. Joint Venture

The Licensee agrees that it will not assert that a joint venture, partnership or principal-and-agent relationship exists between The London Airport Authority and Her Majesty the Queen, in Right of Canada.

SCHEDULE "A"

The Insurance shall be as follows:

- 1) all risks property insurance on all property owned or operated by the Licensee in or on the Licensor's premises.
- 2) five million dollars—inclusive limits per occurrence comprehensive general liability insurance, on an occurrence basis, covering all operations and activities of the Licensee, including, coverage, extensions or additions for:
 - a) owners' and contractors' protective (as applicable);
 - b) products and completed operations (as applicable);
 - c) bodily injury;
 - d) personal injury;
 - e) blanket contractual liability;
 - f) occurrence property damage;
 - g) defence costs;
 - h) legal liability coverage with respect to all construction, installations and alterations done in the leased premises by the Licensee;
- 3) one million dollars inclusive limits per accident_automobile liability insurance coverage, covering all licensed vehicles owned or eased by the Licensee and the Licensee shall ensure such coverage is in place with respect to any licensed vehicle operated on its behalf; and
- 4) any other form of insurance that the Licensor acting reasonably requires from time to time for similar premises, and locations.

SCHEDULE "B"

DRAWING