

SITE ACCESS LICENSE FIRST RENEWAL AGREEMENT

THIS AGREEMENT made the 15th day of May, 2017

BETWEEN: **METCALFE REALTY COMPANY LIMITED**
(hereinafter called the "Licensor")
OF THE FIRST PART

AND: **BELL CANADA**
(hereinafter called the "Licensee")
OF THE SECOND PART

WITNESSETH:

WHEREAS, on the 26th day of July, 2012, the parties hereto entered into a Site Access License Agreement for a Term of five (5) years beginning the 1st day of August, 2012 and terminating on the 31st day of July, 2017 for the *non-exclusive right to install and maintain certain cable and fiber optic cable and such fixtures and attachments as necessary (the "Equipment") in the Building known as Beacon Hill Shopping Centre, located at 2339 Ogilvie Road, in the City of Ottawa, in the Province of Ontario.*

NOW, THEREFORE, in consideration of the mutual covenants herein, and in the stated Site Access License Agreement contained, *the parties hereby agree that the Term of said License is renewed for a period of five (5) years ("First Renewal Term") commencing on the 1st day of August, 2017 and expiring on the 31st day of July, 2022* and that the said First Renewal Term is under the same terms, provisos and conditions as in the said Site Access License now contained, save and except for the following:

1. TERM AND FEE
The existing clause shall be deleted and shall be replaced with the following:

TERM AND FEE

The First Renewal Term ("Term") of the License shall be for *five (5) years commencing on the 1st day of August, 2017 and terminating on the 31st day of July, 2022.*

The Licensee shall pay to the Licensor an annual License Fee of one thousand, two hundred and eighty dollars (\$1,280.00) plus H.S.T. payable in advance in one lump sum payment on the Commencement Date of the First Renewal Term of the License, and thereafter on each anniversary of the Commencement Date of the herein License.

2. DEMOLITION AND REDEVELOPMENT
The existing clause shall be deleted and shall be replaced with the following:

DEMOLITION AND REDEVELOPMENT

If the Licensor desires at any time to demolish or redevelop the Building and has provided demolition notices to the other tenants and licensees occupying the Building, then the Licensor shall have the right to terminate this License by giving *one hundred and twenty (120) days* written notice to the Licensee. The Licensee shall agree to vacate and surrender up the Licensed Area at the expiration of ninety (90) days from the date of the termination notice and any prepaid rent shall be pro-rated and repaid to the Licensee.

This SITE ACCESS LICENSE FIRST RENEWAL AGREEMENT shall enure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Licensor:
METCALFE REALTY COMPANY LIMITED

Witness

By: _____
Name
Title:

VICE PRESIDENT

I have the authority to bind the corporation

seal

(print full name)

By: _____
Name:
Title:

EXECUTIVE DIRECTOR OF PROPERTY MANAGEMENT

I have the authority to bind the corporation

Licensee:
BELL CANADA

Witness

(print full name)

(print full name)

SENIOR SPECIALIST - ASSET MANAGEMENT
(print full title)

I have the authority to bind the corporation

By: _____

seal

(print full name)

(print full title)

I have the authority to bind the corporation