

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS TELECOMMUNICATIONS LICENSE AGREEMENT (the “**AGREEMENT**”) is made as of the **1st day of July, 2021**.

BETWEEN:

DESJARDINS FINANCIAL SECURITY LIFE ASSURANCE COMPANY
(the “**Owner**”)

- and -

BELL CANADA
(the “**Licensee**”)

WHEREAS:

- A. The Owner is the owner of the Multi-Dwelling Unit Building situate on the Lands (as such terms are defined hereof) municipally known as **2405 St. Laurent Blvd., in the City of Ottawa, Province of Ontario**;
- B. The Owner has agreed to grant to the Licensee a license to install, operate, equip, modify, upgrade, maintain, repair and replace, at the Licensee’s sole expense and risk, certain communications equipment, in the Owner’s building as more particularly described in this Agreement on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Owner and the Licensee agree as follows:

ARTICLE 1.00 - DEFINITIONS AND INTERPRETATION

1.01 Definitions - In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings, respectively:

“Agreement” means this agreement and the attached Schedules and all subsequent changes, modifications and amendments to this agreement and the attached Schedules made in accordance with the provisions of this agreement.

“Building” means the building owned by the Owner and located on the Lands municipally known as **2405 St. Laurent Blvd, Ottawa, Ontario**.

“Building Risers” means the electrical, mechanical or communications spaces or other pathways in the Building.

“Business Day” means any day which is not a Saturday, Sunday or a statutory holiday observed in the province in which the Building is situated.

“Commencement Date” means the date on which the Term commences, as provided in Schedule F.

“CRTC” means the Canadian Radio-television and Telecommunications Commission or its successor.

“Communications Equipment” means the communications equipment of the Licensee and its affiliates, including, without limitation, cabinets, racks, electronic equipment and other similar equipment.

“Connecting Equipment” means the cables (including but not limited to coaxial cables and/or fibre optic cables), conduits, inner ducts and connecting hardware of the Licensee that is connected to the Communications Equipment, as more particularly described in Schedule C.

“Entrance Link” means the core sleeve penetration through the foundation of the Building.

“Equipment Room” means the premises as shown on the floor plan attached to this Agreement as Schedule B, which may be modified by time to time upon Licensee’s request for written consent for approval from Owner, not to be unreasonably withheld.

“HST” means the Harmonized Sales Tax established under the *Excise Tax Act* (Canada) or a successor tax imposed by the Government of Canada under lawful authority.

“Lands” means the lands legally described in Schedule A.

“License Fee” means the annual fee specified in Section 4.01, which is payable by the Licensee to the Owner under this Agreement.

“Licensee’s Equipment” means, collectively, the Communications Equipment and the Connecting Equipment.

“MDU” or “Multi-Dwelling Unit” means a building with at least two (2) units and at least one (1) unit occupied by a tenant.

“Notice” means any notice, request, consent or other communication provided, required or permitted under this Agreement as contemplated in Section 12.01.

“Term” means the continuous period specified in Schedule F.

“Renewal Term” means the period after the Term for which this Agreement may be renewed and extended as described in Section 3.02.

1.02 Interpretation - For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

(a) Words importing the singular include the plural and *vice versa*, and words importing gender include all genders and firms or corporations where applicable.

(b) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though such provision had not been included.

(c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.

(d) This Agreement shall be interpreted and governed by the laws of the province in which the Building is located and the laws of Canada applicable therein and shall be subject to the exclusive jurisdiction of the courts of the province in which the Building is situated.

1.03 Schedules - The following are the Schedules attached to and forming part of this Agreement:

Schedule A - Legal Description of Lands
Schedule B - Equipment Room Plan
Schedule C - Specifications of Licensee’s Equipment List
Schedule D - Building Rules & Regulations
Schedule E - Building Security Regulations
Schedule F - Term
Schedule G - Fees

ARTICLE 2.00 - LICENSE

2.01 License - The Owner grants to the Licensee a non-exclusive license to:

(a) install, operate, equip, modify, upgrade, maintain, repair, remove and replace the Communications Equipment in the Equipment Room, at the Licensee’s sole expense and risk;

(b) install, operate, equip, modify, upgrade, maintain, repair, remove and replace the Connecting Equipment in the Building, at the Licensee's sole expense and risk, together with the right to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's customers who are the tenants or occupants situated in the Building who subscribe to those services during the respective terms of their tenancies, as required by the Licensee's customers in the Building. The Licensee is not permitted to service other parties who are not tenants of the Building and subscribe to same and/or service other properties from the Building; and

(c) use the Entrance Link and existing Building wiring, only to the extent that the Owner has the possession of, and authority to allow the use of, the Entrance Link and the existing Building wiring, as required by the Licensee for the purpose of connecting the Licensee's Equipment to the Licensee's customers in the Building.

2.02 Equipment Room - The Owner shall provide the Equipment Room to the Licensee which Equipment Room shall be used by the Licensee for the provision of communications services to the Licensee's customers in the Building.

2.03 Nature of Interest - The right granted to the Licensee under this Agreement is a license only, and shall not constitute a partnership, joint venture or lease between the parties hereto.

2.04 Non-Exclusivity - The Licensee acknowledges and agrees that the license granted to the Licensee pursuant to Section 2.01 is not exclusive to the Licensee and that the Owner has the right to grant similar rights and privileges in respect of the Building to other parties.

2.05 Rooftop Rights - The Licensee acknowledges and agrees that, unless otherwise agreed to in writing by the Owner:

(a) this License does not allow the installation or operation by or on behalf of the Licensee of any type of: (i) rooftop or wireless communication equipment or (ii) any other types of broadcasting equipment and services; and

(b) the Licensee shall not use any part of the Licensee's Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network to serve persons outside of the Building.

ARTICLE 3.00 - TERM

3.01 Term - Notwithstanding the date of its execution, this Agreement shall come into effect on the Commencement Date **for a term of FIVE (5) years**, as set out in Schedule F.

3.02 Option to Renew - Provided that the Licensee has not been and is not at the time of exercising the option(s) in default under this Agreement, the Licensee shall have options to renew and extend this Agreement for **TWO (2) consecutive periods of FIVE (5) years each** (the "Renewal Term(s)"), upon the Licensee providing at least SIX (6) months' prior written notice to the Owner. The Renewal Term(s) shall be on the same terms and conditions as contained in this Agreement, except that the License Fee shall be agreed to by the parties in writing based on the prevailing market rates for similar Equipment Rooms in similar buildings (which amount shall not be less than one hundred percent (100%) of the License Fee paid to the Owner in the last SIX (6) months of the Term). There shall not be any further option to renew following the expiry of the Renewal Term(s). Where the parties are unable to agree on the License Fee payable during the Renewal Term(s) prior to the expiration of the Term or preceding Renewal Term, as the case may be, the matter in dispute shall be determined by a single arbitrator appointed pursuant to the arbitration legislation of the province in which the Building is situated.

3.03 Overholding - If the Licensee remains in occupation of the Equipment Room following the expiration of the Term and the Licensee has not exercised its option to renew pursuant to Section 3.02, such continued occupation by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time, and the Licensee shall be deemed to be occupying the Equipment Room as a licensee on a month-to-month basis upon the same terms and conditions as set out in this Agreement save the Licensee shall pay the Owner the equivalent of ONE HUNDRED, FIFTY PERCENT (150%) of the License Fee.

ARTICLE 4.00 - LICENSE FEE

4.01 License Fee - The Licensee agrees to pay the Owner the License Fee as provided in Schedule G.

ARTICLE 5.00 - USE

5.01 Use of Equipment Room - The Licensee shall use the Equipment Room only for the purpose of the installation, operation, equipping, modifying, upgrading, maintenance, repair and replacement of the Licensee's Equipment as required by the Licensee for the purpose of providing communications services to the Licensee's customers who are the tenants or occupants situated in the Building who subscribe to those services during the respective terms of their tenancies. The Licensee is not permitted to service other parties who are not tenants of the Building and subscribe to same and/or service other properties from the Building.

5.02 Title - The Owner acknowledges and agrees that title to, and ownership of, the Licensee's Equipment shall remain with the Licensee at all times notwithstanding that the Licensee's Equipment may be affixed to a part of the Building for the time being but should the Licensee fail to remove the Equipment at the expiration of the License, then the Equipment shall be deemed to be that of the Owner. The Owner shall not tamper, interfere or connect to the Licensee's Equipment in any manner whatsoever.

ARTICLE 6.00 - ACCESS AND ELECTRIC UTILITIES

6.01 Access - Provided the Licensee has paid the License Fees payable hereunder, performed the obligations required hereunder and the Licensee has contacted the Owner's representative prior to obtaining access to the Equipment Room, the Licensee and its authorized representatives shall have access to the Equipment Room on a seven (7) days a week, twenty-four (24) hours per day basis (subject to the Owner being able to provide access outside of regular business hours, failing which the Licensee shall be responsible for any additional costs associated with its access outside of regular business hours) for the purpose of installing, operating, equipping, modifying, upgrading, maintaining, repairing and removing the Licensee's Equipment. The Licensee and its authorized representatives further shall have such access to the driveways, walkways, entrances, exits and hallways associated with the Building as may be required in order for the Licensee and its authorized representatives to access the Equipment Room. The Owner acknowledges that the nature of the Licensee's communications services requires such access for servicing purposes and in emergency situations. All entry and access to the Equipment Room and the Building, including the Building Risers, by the Licensee and its authorized representatives shall be in accordance with the Owner's Building Rules and Regulations, as attached in Schedule D, and Building Security Regulations, as attached in Schedule E and shall be subject to the escort fees referred to in Section 7.05 and Schedule G.

6.02 Electrical Power - The Licensee will pay for power consumed by its equipment located in the designated deemed area occupied and paid for under this agreement, if and when power is consumed exceeding a 15 Amp service. In such case, the Owner may estimate, acting reasonably the amount of electricity consumed by the Licensee which amount plus an administration fee of fifteen percent (15%) of the amount shall be paid by the Licensee when it is billed. Alternatively, the Licensee may install a meter at its cost and in that case, it will pay for its electricity consumption directly to the utility supplier or to the Owner, based on actual meter readings. The Owner shall use reasonable commercial efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's Equipment use but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages providing reasonable commercial efforts to provide advance notice of such planned utility outages were taken. The Owner has no obligation to provide emergency or "backup" power to the Licensee and shall not be liable in any way for any power outages. Any provision of emergency or "backup" power shall be the sole responsibility of the Licensee. Notwithstanding the foregoing or anything in this Agreement to the contrary, so long as the Licensee's Equipment remains passive and does not require electricity which would result in charges being incurred for the electrical power consumption, then the provisions of this paragraph 6.02 shall not apply.

6.03 Telephone Service - The Licensee, at its sole cost and expense, shall have the right to install a telephone in the Equipment Room if required by the Licensee and shall pay for its telephone usage directly to the utility supplier.

6.04 Nuisance - The Licensee shall not use nor permit the Licensee's Equipment or any part of the Equipment Room to be used in such a manner as to annoy, disturb or cause nuisance to or impede in any way the operations of the Owner or the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.

6.05 Compliance with Laws - The Licensee, in installing, maintaining, operating, repairing and replacing the Licensee's Equipment in the Equipment Room and the Building Risers shall comply at all times, and shall ensure that its contractors, subcontractors and those for who it is responsible at law comply at all times, with all applicable laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities, including, without limitation, the rulings and decisions of the CRTC, and the Licensee shall indemnify the Owner in connection thereto.

6.06 Equipment Interference - If any part of the Equipment, in the opinion of the Owner, acting reasonably, adversely affects or interferes, or will adversely affect or interfere with any equipment, systems or operations within the Building, or with the operation or rights of any of the tenants or other licensees of the Building, the Licensee shall, immediately upon receipt of written notice from the Owner, take steps to rectify the situation, and if, within fifteen (15) days after receipt of written notice from the Owner, the situation has not been rectified, then the Owner may terminate this Agreement without ramification or liability and the Licensee shall vacate the Building.

If the operation of the Licensee'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 Building, the Licenser shall, to the extent that it is commercially reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend commercially reasonable efforts to assist the Licensee, at Licensee's cost, 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.

6.07 Relocation of Equipment – If the Owner requires, the Licensee shall relocate the Equipment to an alternative location within the Building, designated by the Owner and acceptable to the Licensee, acting reasonably, and the reasonable costs of the relocation will be paid equally by the Licensee and the Owner, unless the relocation is primarily to accommodate another supplier of Services. In that case, the Licensee will not be required to pay any part of the relocation costs. The Owner shall permit the Licensee to effect any relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location. Any such relocation will be carried out by the Licensee within Ninety (90) days of receiving written notice from the Owner requesting such relocation or Licensee may terminate this Agreement.

ARTICLE 7.00 - INSTALLATION, MAINTENANCE AND REPAIRS

7.01 Approval of Plans - Prior to the commencement of the installation of the Licensee's Equipment in the Equipment Room and in the Building Risers, the Licensee shall prepare and submit plans, specifications, and working drawings to the Owner in respect of such installation for the approval, in writing, of the Owner, not to be unreasonably withheld or delayed. The Licensee shall only use contractors approved in writing by the Owner, such approval shall not be unreasonably withheld or delayed.

7.02 Other Costs - In addition to the License Fee, the Licensee agrees to pay the Owner within fifteen (15) days of receipt of an invoice from the Owner, the cost for the review of the plans, specifications and working drawings referred to in Section 7.01.

7.03 Reimbursement - In addition to the License Fee, the Licensee agrees to reimburse the Owner for costs of other services reasonably required in connection with the installation and operation of the Licensee's Equipment.

7.04 Installation - Upon receipt of the Owner's written approval pursuant to Section 7.01, the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee's Equipment, which installation shall be performed in a neat, responsible, good and workmanlike manner using the best construction standards and in accordance

with all applicable laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial and municipal governmental authorities and strictly in accordance with any requirements imposed by the Owner, acting reasonably, regarding the manner and times of installation and construction.

7.05 Cables - The Licensee shall label each cable placed by the Licensee in the Building Risers and any telecommunications closets through which the Licensee's cable passes, failing which the Owner shall proceed to complete same at the Licensee's cost plus an administration fee of fifteen percent (15%) which shall be payable forthwith upon being presented an invoice by the Owner and shall be in addition to the License Fee.

7.06 Repairs and Maintenance - The Licensee, at its own cost and expense, shall keep the Equipment Room and the Licensee's Equipment in a safe and properly maintained condition.

7.07 Liens - The Licensee shall be responsible for the satisfaction or payment of any liens registered against the Building by any supplier of labour, material or services to the Licensee. Any such liens shall be discharged by the Licensee within ten (10) Business Days at the request of the Owner by payment of sufficient money into Court to obtain removal of such lien, provided that the Licensee shall be entitled to contest, in good faith, any such liens.

7.08 Permits - The Licensee shall obtain, at its sole cost and expense, prior to the construction and work, any necessary permits, licenses and approvals, copies of which shall be delivered to the Owner prior to the commencement of construction and work.

ARTICLE 8.00 - INSURANCE AND INDEMNIFICATION

8.01 Insurance - The Licensee, at its own expense, shall take out and maintain in force while this Agreement is in effect commercial general liability insurance in a minimum amount of Five Million Dollars (\$5,000,000.00) per occurrence for injury, death or property damage arising out of the Licensee's legal liability pursuant to this Agreement, which insurance shall contain cross liability and severability of interest clauses and shall also contain a waiver of any subrogation rights which the Licensee's insurers may have against the Owner and against those for whom the Owner is in law responsible **or, alternatively, the Licensee may self insure for the full replacement cost of the Licensee's Equipment, subject to the Owner's prior written approval of the Licensee's proof of self-insurance.** Such policy shall name the Owner, Owner's agent or manager and/or Owner's mortgagee as additional insureds. The Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies.

8.02 Indemnification by Licensee - The Licensee shall indemnify and save harmless the Owner from and against any loss, suit, claim, action, damage or expense arising out of, from or by reason of, the installation, operation, maintenance, repair or removal of the Licensee's Equipment in the Equipment Room and the Building communications space pursuant to this Agreement, except to the extent that any such loss, suit, claim, action, damage or expense is due to the negligence or wilful misconduct of the Owner or those for whom the Owner is in law responsible. This indemnity includes but is not limited to any claims or demands made by any customers of the Licensee or users of the Licensee's Equipment. The provisions of this section shall survive termination of this Agreement.

Neither the Owner nor the Licensee will be liable to the other (regardless of any other provision of this Agreement) in respect of any indirect, 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.

8.03 Contractors' and Subcontractors' Insurance - All contractors and subcontractors of the Licensee shall be required to maintain builder's all risks, contractor's liability insurance (including completed operations coverage), and such other insurance as may be required by the Owner, and in such amounts and in such forms, and issued by such insurers, as are approved by the Owner, acting reasonably.

ARTICLE 9.00 - TERMINATION

9.01 Termination by the Owner - The Owner shall have the right to terminate this

Agreement upon written notice to the Licensee in the event of the occurrence of any of the following:

- (a) the Licensee defaults in the payment of the License Fee or any other sum due under this Agreement, and such default continues for more than fifteen (15) days after receipt of written notice of such default by the Owner to the Licensee;
- (b) the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement other than payment of the License Fee and such default continues for more than thirty (30) days after receipt of written notice of such default by the Owner to the Licensee, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence; or
- (c) the Licensee makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensee is conclusive evidence of insolvency.

9.02 Termination by the Licensee – the Licensee may terminate this License at any time upon providing Owner with a minimum thirty (30) days' written notice.

9.03 Surrender - Upon the expiration or earlier termination of this Agreement, the Licensee, at its sole cost and expense, shall remove the Licensee's Equipment and the Licensee's personal property from the Equipment Room, the Building and the Building Risers and shall be responsible for repairing any damage caused by such installation and removal, except damage caused by ordinary wear and tear. All property of the Licensee remaining in the Building after the termination of its tenancy shall be deemed to have been abandoned by the Licensee in favour of the Owner and may be disposed of by the Owner, at the Licensee's cost without any liability to the Owner whatsoever. This clause shall survive the termination of this Agreement.

ARTICLE 10.00 - DAMAGE OR DESTRUCTION OF BUILDING

10.01 Right to Terminate - In the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Owner under this Agreement, the Owner, at its sole option and expense, may attempt to repair such damage within one hundred and eighty (180) days. In the event the Owner elects not to repair the damage within one hundred and eighty (180) days, the Licensee shall have the right to terminate this Agreement upon providing not less than thirty (30) days' prior written notice to the Owner, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of Section 9.02. The Licensee shall have no obligation to pay the License Fee or any other amounts under this Agreement during the thirty (30) day notice period, and the portion of the License Fee paid by the Licensee in advance shall be refunded by the Owner to the Licensee on a pro rated basis to the date of damage to the Building.

ARTICLE 11.00 - FORCE MAJEURE

11.01 Force Majeure - Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by *force majeure*, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, *force majeure* shall mean any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented; however, lack of funds on the part of such party shall not be deemed to be *force majeure*.

ARTICLE 12.00 - NOTICES

12.01 Notices - Any Notice pursuant to this Agreement shall be given in writing and personally served or sent by facsimile or registered mail, and addressed or sent as specified below:

- (a) If to the Owner / Licensor:
c/o Colonnade Management Inc., o/a Colonnade BridgePort
200-16 Concourse Gate
Ottawa, ON K2E 7S8
Attention: Property Management
Facsimile: 613-225-3898
Telephone:
- (b) If to the Licensee:
c/o Brookfield Global Integrated Solutions
87 Ontario St. West, 6th Floor Montreal, QC H2X 0A7
Attention: Department, Client Services; and Department, Lease Administration
Fax: (514) 840-8404
- with a copy to:
- Bell Canada
87 Ontario St. West, 6th Floor Montreal, QC H2X 1Y8
Attention: Director, Strategic Asset Planning
Fax: (514) 391-7990

For planned power outage notices please e-mail and / or phone the following contacts:

12.02 Change of Address - Either party may change its address or particulars for the purposes of the receipt of any Notice in connection with this Agreement by giving notice in the same manner as provided in this Article 12.00.

12.03 Receipt - Where a Notice is delivered personally or by facsimile, it shall be deemed to have been received the same Business Day, or if the day on which the Notice was sent is not a Business Day, the Notice shall be deemed to have been received on the next Business Day. Where a Notice is sent by registered mail, it shall be deemed to have been received three (3) Business Days after the date of mailing. In no event shall any Notice be sent by mail during any period of interrupted or threatened interruption of postal service. Service of a Notice by electronic mail shall not be permitted.

ARTICLE 13.00 - MISCELLANEOUS

13.01 Entire Agreement - This Agreement cancels, replaces and supercedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.

13.02 Waiver - No failure by either party hereto to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.

13.03 Successors and Assigns - This Agreement shall not be assigned by the Licensee, in whole or in part, without the express written consent of the Owner, provided that the Licensee shall be entitled to assign this Agreement to an affiliate of the Licensee, as defined in the *Canada Business Corporations Act*, upon written notice to the Owner within ten (10) days of the effective date of such assignment. This Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective successors and permitted assigns.

13.04 Time - Time shall, in all respects, be of the essence hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

13.05 Subordination and Registration - The licence granted herein is subject and subordinate to all existing and future mortgages, charges and other encumbrances upon the Building and the Licensee agrees to provide such further documents and instruments as are necessary to effect such subordination. The Licensee shall not register this Agreement or any notice or caveat on title to the Building.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the hands of their respective officers duly authorized in that behalf as of the date first set forth above.

DESJARDINS FINANCIAL SECURITY LIFE ASSURANCE COMPANY

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the corporation

BELL CANADA

Per: _____
Name:
Title: Senior Manager, Real Estate

Per: _____
Name:
Title:

I/We have authority to bind the corporation

SCHEDULE A

LEGAL DESCRIPTION OF LANDS

SCHEDULE B

SCHEDULE C

SPECIFICATIONS OF LICENSEE'S EQUIPMENT LIST

SCHEDULE D

BUILDING RULES AND REGULATIONS

1. Definition - In these rules and regulations, "Licensee" includes the employees, servants, agents, invitees, subtenants and sublicensees of the Licensee and others over whom the Licensee can reasonably be expected to exercise its control.
2. Common Elements - The Owner reserves entire control of the common areas of the Building and will maintain them in such manner as it deems best for the benefit of tenants and occupants generally. The Owner reserves the right to restrict and regulate the use of the common areas by the Licensee and by persons making deliveries to the Licensee and make such additional rules and regulations as may be enforced against the tenants of the Building and same shall be deemed included as rules and regulations hereunder, provided that the Owner notifies the Licensee in writing of any additional rights prior to those rules coming into effect.
3. Smoking - Smoking is not permitted in the Building or in any area adjacent to the Building, which has not been designated by the Owner as a smoking area.
4. Obstructions - The sidewalks, driveways, entrances, vestibules, passages, corridors, halls, elevators and stairways shall not be encumbered or obstructed by the Licensee or be used by it for any purpose other than for entrance to and exit from the Equipment Room.
5. Deliveries - The Licensee shall not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walkway, parking area or other common areas. The Licensee shall ensure that deliveries of materials and supplies to the Equipment Room are made through such entrances, elevators and corridors and at such times as may from time to time be designated by the Owner and shall promptly pay or cause to be paid to the Owner the cost of repairing any damage in or to the Building caused by any person making such deliveries. The Owner reserves the right to remove at the expense and risk of the owner thereof any vehicle not using designated "vehicle standing" areas.
6. Security - The Owner may from time to time adopt appropriate systems and procedures for the security and safety of the Building, including restricting access during non-business hours and the Licensee shall comply with the Owner's reasonable requirements relating thereto.
7. Locks - No additional locks or bolts of any kind shall be placed by the Licensee upon any of the doors or windows of the Equipment Room, nor shall any changes whatsoever be made to existing locks or the mechanics thereof except by the Owner at its option. The Licensee shall not permit any duplicate keys to be made, but additional keys as reasonably required shall be supplied by the Owner when requested by the Licensee in writing and at the Licensee's expense. Upon termination of this Agreement, the Licensee shall surrender to the Owner all keys to the Equipment Room and any other parts of the Building together with any parking passes or other devices permitting entry.
8. Antennae - The Licensee shall not mount or place an antenna or aerial of any

nature on the exterior of the Equipment Room or Building or, unless it first obtains the Owner's written consent, anywhere within the Equipment Room.

9. Garbage - The handling and disposal of garbage shall comply with arrangements prescribed by the Owner from time to time. No disproportionate or abnormal quantity of waste material shall be allowed to accumulate in the Equipment Room and the cost of removal or clearing of quantities in excess of such normally provided service may be charged to the Licensee.
10. Repairs, Alterations and Improvements - The Licensee shall carry out repairs, maintenance, alterations and improvements in the Equipment Room only during times agreed to in advance by the Owner and in a manner which will not interfere with the rights of other tenants in the Building.
11. Maintenance - The Licensee shall provide adequate facilities and means to prevent the soiling of walls, floors and carpets in and abutting the Equipment Room whether by shoes, overshoes, any acts or omissions of the Licensee or otherwise.
12. Installations and Wiring - The Licensee shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the Equipment Room and the Building except with the prior written consent of the Owner, such consent shall not be unreasonably withheld or delayed, and as it may direct. If the Licensee desires electrical or communications connections, the Owner reserves the right to direct qualified persons as to where and how the wires should be introduced, and without such directions, no boring or cutting for wires will be permitted. No gas pipe or electric wire will be permitted which has not been ordered or authorized in writing by the Owner.
13. Heating, Air Conditioning and Plumbing Systems - The Licensee shall not attempt any repairs, alterations or modifications to the heating, air conditioning or plumbing systems.
14. Water Fixtures - The Licensee shall not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the Licensee shall pay the cost of any breakage, stoppage or damage resulting from a violation of this provision.
15. Personal Use of Equipment Room - The Equipment Room shall not be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes as permitted under this Agreement.
16. Solicitations - The Owner reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Building.
17. Heavy Articles - The Licensee shall not, in the Equipment Room or the Building, bring in, take out, position, construct, install or move anything liable to injure or destroy any part of the Building including, without limiting the generality of the foregoing, any safe, business machinery or other heavy machinery or equipment without the prior written consent of the Owner. In giving such consent, the Owner shall have the right, in its sole discretion, to prescribe the permitted weight and the position thereof, and the use and design of planks, skids or platforms required to

distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or machinery shall be repaired at the expense of the Licensee. The moving of all heavy equipment or other machinery shall occur only by prior arrangement with the Owner.

18. Bicycles, Animals - The Licensee shall not bring any animals, except for guide dogs, into the Building and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by the Owner for such purposes.
19. Furniture and Equipment - The Licensee shall ensure that furniture, equipment and fixtures being moved into or out of the Equipment Room are moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the Owner and shall promptly pay or cause to be paid to the Owner the cost of repairing any damage in the Building caused thereby.
20. Heating / Cooling - The Licensee shall not use any means of heating or cooling the Equipment Room other than that provided by or specifically otherwise permitted in writing by the Owner.
21. Undue Electrical Loads, Heat, Vibration or Interference - No material or equipment which could cause undue loads on electrical circuits or undue vibration, heat or noise or which could interfere with wireless or other communications shall be brought into the Building or used therein by or on behalf of the Licensee and no machinery or tools of any kind shall be affixed to or used in the Equipment Room without the prior written consent of the Owner.
22. Fire Regulations - The Licensee shall not do or permit anything to be done in the Equipment Room or bring or keep anything therein which will in any way increase the risk of fire, or obstruct or interfere with the rights of other tenants, or violate or act at variance with the laws relating to fires or with the regulations of the fire department or the board of health. The Licensee shall cooperate in any fire drills and shall participate in all fire prevention or safety programs designated by the Owner.
23. Flammable Materials - No flammable oils or other flammable, dangerous or explosive materials shall be kept or permitted to be kept in the Equipment Room.
24. Food and Beverages - Only persons approved from time to time by the Owner may prepare, solicit orders for, sell, serve or distribute foods or beverages in the Building or use the elevators, corridors or other common areas for any such purpose. The Licensee shall not permit in the Equipment Room the use of equipment for the preparation, serving, sale, distribution or dispensing of food and beverages except with the prior written consent of the Owner and in accordance with arrangements approved by the Owner.
25. Notice of Accidents - The Licensee shall give immediate notice to the Owner in case of fire or accident in the Equipment Room or in the Building, or in case of defects therein or in any fixtures or equipment thereof, notwithstanding the Owner may have no obligations with respect thereto.

26. Janitorial Services - The Licensee shall not use or engage any person or persons other than the janitor or janitorial contractor of the Owner for the purpose of any cleaning of the Equipment Room, except with the prior written consent of the Owner.
27. Dangerous or Immoral Activities - The Licensee shall not make any use of the Equipment Room which could result in risk or injury to any person, nor shall the Equipment Room be used for any immoral or criminal purpose.
28. Proper Conduct - The Licensee shall not perform any acts or carry on any practice which may damage the common areas or be a nuisance to any other tenant in the Project.
29. Additional Rules and Regulations - The Owner shall have the right to make such other and further reasonable rules and regulations as in its sole judgment may from time to time be necessary or of benefit for the safety, care, cleanliness and appearance of the Building and for the preservation of good order therein.

BUILDING SECURITY REGULATIONS

Building janitors and contract cleaners will be provided with a passkey to offices in the Building.

.....

.....

SCHEDULE F

TERM

The Term of this Agreement is for a period of **FIVE (5) years** commencing on **July 1, 2021** (the “Commencement Date”) and expiring on **June 30, 2026** (the “Expiry Date”).

.....

.....

LICENSE FEE

The Licensee shall pay taxes as applicable on the License Fee, which GST/HST/QST shall be paid at the time the License Fee is payable. The Owner's GST/HST/QST registration number is 12204 8382 RT0001.

.....

.....