

**THE CADILLAC FAIRVIEW CORPORATION LIMITED**

**License Agreement Amendment**

**(For Equipment Installations and/or Modifications)**

**NON-EXCLUSIVE ANTENNA LICENSE AGREEMENT AMENDMENT  
(For Equipment Installations and/or Modifications)**

This Amending Agreement is dated the 4<sup>th</sup> day of May, 2018 and is entered into between:

**Ontrea Inc., by its duly authorized agent, The Cadillac Fairview Corporation Limited.**

(the "Licensor")

OF THE FIRST PART

- and -

**Bell Canada**

(the "Licensee")

OF THE SECOND PART

**WHEREAS:**

- A. The Licensor and the Licensee are the parties to the agreement (the "**Existing Agreement**") identified on Schedule "A" pursuant to which the Licensee installed certain telecommunications cables, wiring and equipment (collectively, the "**Equipment**") as more particularly described therein, in the building (the "**Building**") known as CF Sherway Garden also identified on Schedule "A".
- B. The Licensee wishes to make "Alterations" to the Equipment.
- C. In this Agreement "Alterations" is deemed to include all or any of: the modification, removal, or relocation of the Equipment or any part of it, and the addition of equipment in the Building, and the proposed Alterations are described in detail in Schedule "B".
- D. In this Agreement the "Existing Agreement" is deemed to include all previous amendments of the agreement referred to in Recital A above. The amendments deemed to be included in the Existing Agreement are also identified on Schedule "A".
- E. The Licensor and the Licensee have entered into this Agreement to confirm the terms and conditions on which the Alterations will be permitted.

**NOW THEREFORE**, in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Licensor and the Licensee agree as follows:

- 1. The Licensee will comply with all of the provisions of the Existing Agreement related to Alterations including, but not limited to, the obligations related to removal and restoration at the end of the Term of the Existing Agreement.

2. The Alterations that this Agreement permits are more particularly described in Schedule "B" of this Agreement but those Alterations are only permitted if the Licensee complies with this Agreement.
3. Without limiting the Licensee's obligations set out in this Agreement, the Licensee will:
  - (a) Provide those plans, specifications and drawings related to the Alterations that the Licensor requires, acting reasonably, and in the format that the Licensor requires;
  - (b) Obtain whatever permits, approvals, inspections and confirmations from every governmental and regulatory authority are required in connection with the Alterations and provide copies to the Licensor or to any representative of the Licensor that the Licensor designates for that purpose; it being understood that no Alteration is permitted until the requirements stipulated above in this Section 3(b) are satisfied, and that on completion of the Alterations the Licensee must (i) provide whatever "as built" or "record" drawings the Licensor requires, in the format that the Licensor requires, acting reasonably, and (ii) provide whatever certificates of compliance, or other evidence of compliance are required from the applicable governmental or regulatory authorities;
  - (c) Pay to the Licensor within twenty (20) days of a particularized invoice, in each case, the reasonable costs of reviews of plans, specifications and working drawings and the reasonable costs of inspections of the Alterations;
  - (d) Abide by the reasonable requirements of the Licensor regarding access, storage of materials, timing of work and all other aspects of the Alterations, it being understood that if there is any inconsistency between the requirements of the Existing Agreement and this Agreement, the Licensor may impose the requirement that best suits the Licensor's needs; acting reasonably and
  - (e) Take full responsibility for maintaining, repairing and insuring the Alterations and Equipment.
4. The Deemed Area shall be increased by three hundred and thirty one (331) square feet as shown on Schedule "B" attached hereto.
5. The annual License Fee will be increased by an additional Eight Thousand Nine Hundred and Thirty-Seven dollars (\$8,937.00) for three hundred and thirty-one (331) additional square feet of floor space, calculated at \$27 per square feet. Additional fee is payable commencing April 1<sup>st</sup> 2018, in accordance with the Existing Agreement.
6. Section 20 of the Existing Agreement shall be amended by inserting the following information on the Information Page with respect to the Licensee:  
Licensee:  
c/o BGIS O&M Solutions Inc.  
87 Ontario Street West, 6<sup>th</sup> Floor

Montreal, QC H2X 0A7

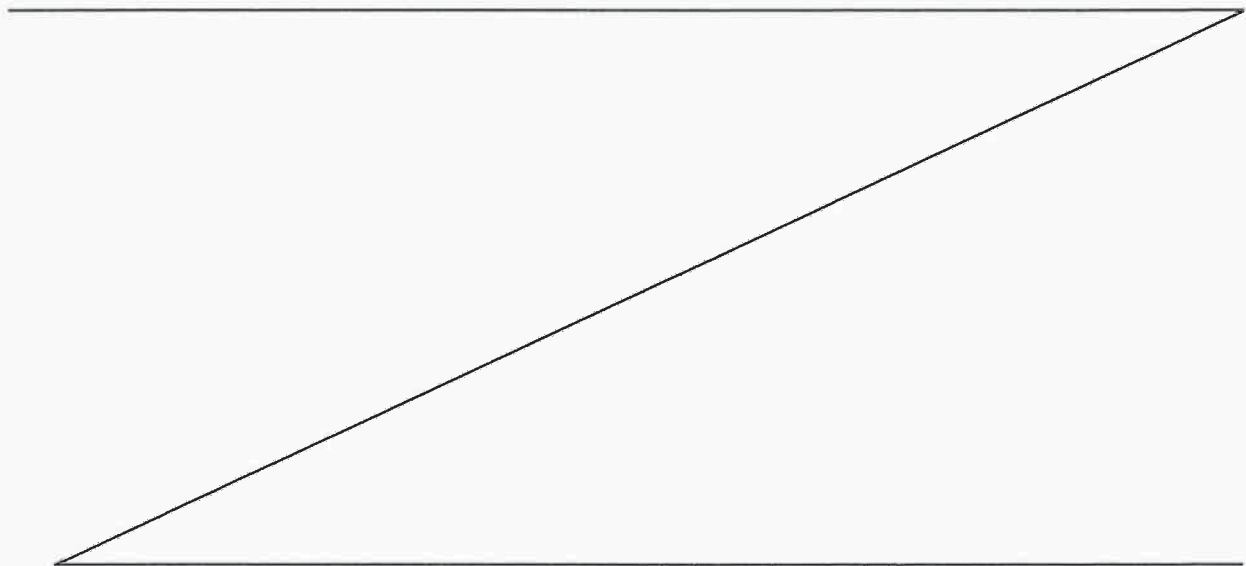
Attention: Department, Client Services; and Department Lease Administration

With copy to:

Bell Canada Real Estate Services  
87 Ontario Street West, 6<sup>th</sup> Floor  
Montreal, QC H2X 1Y8

Attention: Director, Strategic Asset Planning

7. The provisions of the Existing Agreement will apply to this Agreement *mutatis mutandis* except as modified by this Agreement.
8. All capitalized terms not defined herein shall be given the same meaning as in the Existing Agreement.
9. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.
10. This Agreement shall enure to and be binding upon the parties hereto and their respective successors and assigns.
11. This Agreement may be executed in several counterparts and delivered by facsimile or PDF copy, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.



The parties have executed this Agreement as of the date first above written.

**Cadillac Fairview Corporation** (on behalf of the  
owners)

(Licensor)

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

Name:

Title: Senior Director National Operations

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

Name:

Title:

I/We have the authority to bind the Corporation.

**Bell Canada**

(Licensee)

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

Name:

Title:

**Sr. Specialist, Asset Management**

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

Name:

Title:

I/We have the authority to bind the Corporation.

## **SCHEDULE "A"**

**Building:** 25 The West Mall, Toronto (CF Sherway Gardens)

**Existing Agreement:** Commenced April 1<sup>st</sup> 2011

**Previous Amendments of this Agreement:**

Letter from Licensee dated November 25, 2015 confirming the exercise of its first option to automatically extend the Term for five (5) years, commencing April 1, 2016 and expiring March 31, 2021 (the "First Extended Term"); and

Letter from Licensor dated April 25, 2016 confirming the amount of the License Fee payable during the First Extended Term.