

## TELECOMMUNICATIONS AGREEMENT

This Agreement is made as of the 27<sup>th</sup> day of November 2015 (the "**Effective Date**").

In consideration of the mutual rights and obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) Bell Canada ("**Licensee**") and Soho Centre Inc., the Landlord ("**Licensor**"), agree as follows:

1. Licensor hereby grants to Licensee for the Term and any Renewal Term (as such terms are defined, respectively, in sections 4 and 14) a non-exclusive licence to: (i) subject to section 3 of this Agreement and for the sole purpose of exercising its non-exclusive and exclusive licenses, enter on and gain access in, over or under the building described in Schedule "A" (the "**Building**") and the common elements and other common areas of the Building, (ii) use the Conduit and Equipment Space (as defined in section 6) to connect the Equipment; (iii) connect the Licensee's Equipment (as defined in section 2 below) to the in-building wire, as defined by the CRTC in decision 99-10 ("**In-Building Wire**") and the inside wire, where any use of Licensor owned cables will be at the sole discretion and control of Licensor; and (iv) make available and provide telecommunications and other communication services (collectively, the "**Licensee Services**") to the Licensor, tenants, invitees or other occupants of the Building (collectively, the "**Occupants**"). "**Conduit**" means a path and/or conduit along, over, under or on the lands on which the Building is situated, from the property line to the Building and in or through the Equipment Space, and includes the coresleeve or other penetration (the entrance link) designated by the Licensor through the Building's foundation walls or elsewhere containing the entrance cable. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide the Licensee Services or otherwise eligible to provide the Licensee Services under the *Telecommunications Act* (Canada). The Licensee is expressly forbidden to serve other properties from the Building.

2. The rights in section 1 include the Licensee's right to construct, install, test, operate, maintain, repair, service, upgrade, modify, relocate (within the Equipment Space, as defined in section 6) remove and replace its Equipment in the Building, at the Licensee's sole expense and risk. "**Equipment**" includes but is not limited to any hardware, wire, cabling, copper and fibre optic cable, infrastructure or other equipment including conduit installed, if any, by the Licensee, which is necessary or incidental to enable and deliver Licensee Services to the Occupants. For greater certainty, Conduit, as defined above, shall not be included in the definition of Equipment. Licensee agrees to perform installations of the Equipment in the Building as further described in Schedule "B", as applicable. This Agreement does not provide for the installation or operation of any forms and types of roof top Equipment or wireless communications Equipment.

3. Subject to the Licensor's reasonable security requirements, Licensee and its officers, employees, and authorized agents and contactors shall have a right of ingress and egress to the Building, upon 24-hours prior notice, during regular business hours, and at other times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving, upgrading, repairing, relocating and removing the Licensee's Equipment. In the event of an emergency, Licensee will provide as much advanced notice as possible to the Licensor or its agent of its requirement to enter the Building.

4. This Agreement is for a period of five (5) years commencing on the Effective Date (the "**Term**").

5. The Equipment will remain the property of Licensee at all times, and will not become a fixture despite any legal principle to the contrary.

6. Licensor agrees to provide to Licensee, for the Term and any Renewal Term (as defined in section 14) at the Annual Licence Fee indicated in Schedule "C" payable annually in advance without any set-off,

deduction or abatement whatsoever, access to and use of, floor space in the main terminal room and/or other segregated, enclosed spaces in the Building to house the Equipment (the "**Equipment Space**") as further described in Schedule "B". Interest will accrue at the rate of interest that is 3% greater than the rate quoted from time to time as its "Prime Rate" for commercial loans in Toronto by the Toronto-Dominion Bank. Licensor agrees that the access rights herein include a right to access the Equipment Space in the Building.

The Licensor represents and warrants that it is registered under Subdivision d of Division V of Part IX of the *Excise Tax Act* (Canada) and has been assigned GST/HST Number 87742 7583 RT0001. The Licensor shall provide the Licensee with immediate written notice upon and of any change to its GST/HST registration status.

7. Nothing in this Agreement shall: (i) prohibit or otherwise restrict the Licensor and its representatives from having access to and to enter upon and into the Equipment Space for the purpose of inspections, conducting maintenance, repairs and alterations which the Licensor wishes to make in connection with the Building, or to perform any acts related to the safety, protection, preservation or improvement of the Equipment Space of the Building or for such other purpose as the Licensor considers necessary; and (ii) limit the Licensor's right to repair any common elements of the Building. In the exercise of its rights herein, the Licensor covenants and agrees to use commercially reasonable efforts not to interfere with the use and enjoyment of the Equipment Space by the Licensee. However, in no event will the Licensor be liable to the Licensee for any damage to the Licensee's Equipment and Equipment Space or loss of use of such property unless the same results from the grossly negligent or wrongful wilful acts or omissions of the Licensor.

8. The Licensor may at any time require the Licensee to relocate, within the Building, any or all of the Equipment and/or the Equipment Space. Upon receipt of not less than ninety (90) days advance written notice from the Licensor, the Licensee shall relocate the Equipment to the newly designated Equipment Space. The expenses of the relocation (the "**Relocation Costs**") shall be shared equally by the Licensor and the Licensee, provided that the Licensee shall only be required to pay its portion of the Licensor's costs that are direct, reasonable and out-of-pocket, unless the relocation is primarily to accommodate another telecommunications services provider, in which case the Licensee will not be required to pay any part of the Relocation Costs. The Licensor will consider, acting reasonably, authorizing the Licensee to effect a relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous location.

9. The Licensee shall use the Building and Equipment Space for the sole purpose of providing Licensee Services to the Occupants situated in the Building.

10. Each party represents and warrants that: (1) it has full right, power and authority to enter into and execute this Agreement and perform its covenants and obligations in this Agreement; (2) it is under no obligation, statutory, contractual or otherwise, which could prevent or interfere with the complete performance of its covenants and obligations herein; (3) it is validly organized and existing under the name indicated on this Agreement; and (4) no by-law is in force that would prevent or limit Licensee from entering into this Agreement.

11. The Licensor makes no warranty or representation that the Equipment Space or any part of the Building is or are suitable for the Licensee's use.

12. Licensee will be liable for and will indemnify and save harmless the Licensor, its directors, officers, employees, and contractors (collectively, the "**Licensor Indemnitees**"), from and against any and all losses, suits, actions, causes of action, damages, costs, claims, expenses and other proceedings whatsoever

arising from physical damage to any tangible property or bodily injury, including death, caused by a negligent or willful act of Licensee, its employees and subcontractor in the use or occupation of the Equipment Space or the Building, provided that Licensee will not be required to indemnify the Licensor Indemnitees to the extent any such losses are caused by any negligent or willful act or omission of any of the Licensor or those for whom the Licensor is responsible at law.

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

13. In no event will the Licensor be liable to the Licensee and the Licensee releases the Licensor for:

- (a) any damage to the Licensee's Equipment, Equipment Space or loss of use of such property;
- (b) the quality, adequacy, compatibility or sufficiency of any Equipment Space provided to the Licensee hereunder, it being acknowledged by the Licensee that all Equipment Space are provided "as is" and "where is", the use of which is at the sole risk of the Licensee;
- (c) any claims resulting from lightning or other electrical current passing through the Building or facilities that cause any damage to the Licensee's Equipment or result in the interruption of any service by the Licensee;
- (d) the inadequacy of any utility service, or the loss of or the failure to provide any utility service. The Licensor acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in office buildings and the Licensee further acknowledges that it may (but is not obligated to) ensure that any sensitive Equipment in and on the Building is protected from any failure in supply or interruptions through the use of surge protectors and other appropriate safety systems and that the Licensor does not have any obligations in that regard;
- (e) the activities of any third party, under the terms of another telecommunications access license or similar agreement;

The above release does not extend to any grossly negligent or wrongful willful acts or omissions of the Licensor.

14. Provided that the Licensee is not then in default of any of its obligations under this Agreement beyond the applicable cure period and that the Licensee provides ninety (90) days' advanced written notice prior to the expiration of the Term or Renewal Term (as defined below), this Agreement shall renew for successive two (2), five (5) year renewal terms (each, the "**Renewal Term**") on the terms and conditions herein except for: (i) any further right to renew, except to the extent of any further Renewal Terms as specified herein; and (ii) the Annual Licence Fee which will be increased at the start of each renewal term by a percentage equal to the percentage increase in the Consumer Price Index from the Effective Date or the start of the previous Renewal Term, if any, as the case may be, to the start of the applicable Renewal Term.

15. In addition to the termination rights provided to it in this Agreement either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the other party:



- a) where the Building has been destroyed, or damaged to such an extent that it is not feasible to repair it within a period of one hundred and eighty (180) days after the damage;
- b) where the Building is expropriated by a lawful authority;
- c) where the Licensor wishes to redevelop, or otherwise alter the Building in such a manner as to, in the Licensor's reasonable opinion, make the relocation of Licensee's Equipment not feasible;
- d) Licensee no longer provides Licensee Services in the Building;
- e) Licensee is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the provisioning of Licensee Services.

16. The Licensee may estimate, acting reasonably, the amount of electricity consumed by the Licensee annually and advise the Licensor of such amount, and the Licensor and the Licensee will mutually agree to the amount to be paid by the Licensee based on this estimate, which amount plus an administration fee of 15% of the amount shall be paid by the Licensee annually in advance on the anniversary of the Effective Date. Alternatively, the Licensee may install a meter at its cost and in that case it will pay for its electricity consumption directly to the Licensor or the utility supplier, as is applicable, at the Licensee's option. The Licensor shall not be responsible for any losses, costs or expenses suffered as a result of any utility outages, but shall notify the Licensee in writing in advance of any planned utility outages that may interfere with the Licensee's Equipment use. The Licensor has no obligation to provide emergency "back-up" power to the Licensee. Any "back-up" power shall be the sole responsibility of the Licensee.

17. (a) Subject to what is stated below and unless otherwise waived by the Licensor upon written request by the Licensee, prior to performance of any work, or the making of any installation, and prior to changes, alterations or upgrades to any existing work or installation in the Building (collectively the "**Proposed Work**"), the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for the Proposed Work detailing the type, size and location of the Licensee's Equipment that is proposed to be installed, altered or removed and the Equipment Space to be used by the Licensee, all specifically describing the proposed construction and work. Working drawings, plans, specifications and other applicable construction or installation plans are collectively referred to herein as "**Plans and Specifications**". All working drawings, plans and specifications must be prepared in accordance with applicable engineering standards, and will be considered as part of the Plans and Specifications when they have been approved by the Licensor, in writing. The Licensee shall be liable for the Licensor's reasonable consultant's fees incurred for reviewing the working drawings, plans and specifications and for any pre and post installation inspections for the installation of any new equipment up to and not exceeding the cumulative amount of \$500 per request for work or installation. No work shall commence until the Licensor has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans, or has waived the requirement to provide such documentation. The Licensor shall provide the Licensee with written reasons in any case where the Licensor does not approve a request for any Proposed Work. The Licensor's approval of Plans and Specifications is not deemed a representation that the Licensee's Equipment will not cause interference with other systems in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Licensee. The Licensee warrants that the installation of the Licensee's Equipment shall be in strict compliance with the approved Plans and Specifications. Notwithstanding the foregoing, only an initial "Bay Layout" will be required in respect of equipment intended to be installed in the racks installed inside the Equipment Space and technical specifications in respect of that equipment will not be required to be provided other than

specifications relating to heat generated by the Equipment and electrical consumption unless otherwise requested by the Licensor in writing, acting reasonably.

(b) The Licensee agrees that installation and construction shall be performed:

- (i) in a neat, responsible and good workmanlike manner;
- (ii) strictly consistent with the Plans and Specifications previously approved by the Licensor and the Building Rules (as defined in section 18(e)); and
- (iii) in accordance with all applicable laws and regulations.

(c) The Licensee shall label each cable installed by the Licensee in the telecommunications pathways and cable pathways designated by the Licensor, acting reasonably, for use by the Licensee to provide Licensee Services to the Occupants of the Building and such other pathways used by the Licensee during the Term and Renewal Term as approved by the Licensor in accordance with this section, and, at any intervals and at additional locations that the Licensor might reasonably require. The labeling will be in a format approved by the Licensor acting reasonably.

(d) The Licensee shall obtain, at its sole cost and expense, prior to construction and installation work, any necessary permits, licenses and approvals, copies of which will be delivered to the Licensor prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over the Licensee's operations.

(e) The Licensee shall not, during construction or otherwise, block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways.

(f) The Licensee may amend or supplement the Plans and Specifications approved by the Licensor, from time to time, with the written consent of the Licensor for the purpose of serving the Occupants of the Building. All terms and conditions of this section shall apply to any such subsequent amendment or supplement to the Plans and Specifications. Prior to the installation of any additional Licensee's Equipment under this Agreement, the Licensee will also provide to the Licensor the information the Licensor reasonably requires concerning types of wiring casings, materials used in the Licensee's Equipment sizes, capacities and other information which may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers. From time to time, at reasonable intervals, the Licensor may require the Licensee to update the information referred to above in connection with the Licensee's Equipment and the Licensee will complete the update by confirmation in writing no later than thirty (30) days after written request.

18. The Licensee covenants as follows:

(a) The Licensee shall, at its sole cost and expense, install, repair and maintain the Equipment Space and the Licensee's Equipment in proper operating condition and maintain them in satisfactory condition as to safety.

(b) The Licensee shall, at its sole cost and expense, repair any damage to the Building, Equipment Space and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any other occupant of the Building solely to the extent such damage is caused by the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If the Licensee fails to repair or

refinish the damage, the Licensor may repair or refinish such damage and the Licensee shall reimburse the Licensor all direct, reasonable costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs.

(c) The Licensee shall not interfere with the use and enjoyment of the Building by the Licensor or the Occupants of the Building. If such interference occurs, the Licensor may give the Licensee written notice thereof and the Licensee shall correct same as soon as possible and, in any event, within forty-eight (48) hours after receipt of notice. If the Licensee fails to correct or remove such interference after proper notification, the Licensor may take any action the Licensor deems appropriate to correct or remove same, all at the cost of the Licensee, plus an administration fee equal to fifteen percent (15%) of those costs.

(d) The Licensee shall use best efforts to ensure that its Equipment does not disrupt, adversely affect, or interfere with other providers of communications services in the Building, the Building's operating, elevator, safety, security, or other systems, or with any Occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighboring properties. If such disruption or interference does occur, the Licensor may give the Licensee written notice thereof and the Licensee shall take steps to correct or remove such disruption or interference as soon as possible and, in any event, within forty-eight (48) hours after receiving written notice thereof.

(e) The Licensee will comply with all Building rules (the "**Building Rules**") as periodically adopted by the Licensor, acting reasonably, and communicated to the Licensee in writing in advance, and will cause its agents, employees, contractors, invitees and visitors to do so, provided that in the event of a conflict between the Building Rules and the terms of this Licence, the terms of this Licence shall prevail and provided further that the Licensor enforces the Building Rules equally among all telecommunications services providers in the Building.

(f) The Licensee will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Equipment Space, In-Building Wire and the Licensee's Equipment, including the Licensee's provision of Licensee Services.

(g) The Licensee will not encumber charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the in-Building wire. Despite the foregoing, the Licensor acknowledges and agrees that the Licensee is permitted to allow other local exchange carriers to connect to and use In-Building Wire under its responsibility and control and conversely, to connect to and use In-Building Wire under the control and responsibility of other local exchange carriers, at no cost.

(h) The Licensee will strictly comply with all occupational health and safety legislation, workers' compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable.

19. The Licensor covenants:

(a) to operate, repair and maintain the Building and Building systems and the surrounding lands in a safe and proper operating condition and in accordance with applicable laws and regulations and accepted building industry standards;

(b) that any consent or approval of the Licensor pursuant to the terms of this Licence shall not be unreasonably withheld, conditioned or delayed, except as may be expressly provided for;

(c) subject to the Licensee reimbursing the Licensor for the Licensor's reasonable costs in doing so, and subject to payment to the Licensor of an administration fee of 15% of those costs, to cooperate with the Licensee to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Licensee's construction, installation and operations provided for in this Agreement, in or in respect of the Building; and

(d) if the operation of the Licensee's Equipment or the provision of the Licensee 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 Licensor 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 reasonable efforts to assist the Licensee 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.

20. This Agreement is subject to all applicable federal, provincial and local laws, and regulations, ruling and orders of governmental agencies, including, but not limited to, the *Telecommunications Act*, the *Broadcasting Act*, as amended or the Canadian Radio-Television and Telecommunications Commission (the "CRTC"). If the action of a governmental agency requires modification of Licensee Services or the terms in which they are provided which is inconsistent with the terms of this Agreement or impairs Licensee's ability to provide Licensee Services in an economical and technically practical fashion, Licensee may terminate this Agreement upon thirty (30) days' written notice to Licensor.

21. Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensor which consent may not be unreasonably withheld, except that the Licensee may assign this Agreement without the consent of the Licensor to an affiliate as defined in the *Canada Business Corporations Act* or to a corporation that is the successor to Licensee and formed by amalgamation, merger or other corporate restructuring.

22. Except as required or mandated by the CRTC and as provided for in this Agreement, the Licensee will not sublicense, co-locate, share the use of, or otherwise provide the benefit of this Agreement to any third-party telecommunication provider or other communication service provider and will not mortgage or encumber its rights under this Agreement in favour of any lender without the Licensor's consent. For greater certainty, this prohibition does not preclude the Licensee from entering into cross connections with any other telecommunications or other communications service provider as required or mandated by the CRTC. Despite what is stated above, the Licensee will be permitted to assign its rights under this Agreement to a bona fide lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking. However, this permission does not imply or allow the inference that the Licensor waives, or is willing to forbear from the exercise of its remedies under this Agreement, should an Event of Default occur, nor that any lender will have any greater rights than the Licensee in respect of this Agreement, including but not limited to the restrictions set out in this section.

23. Any notice required or permitted to be given hereunder or any tender of delivery of documents shall be in writing and may be sufficiently given by regular mail, personal delivery or by facsimile transmission to each party at the addresses listed below:



In the case of the Licensor:

**SOHO CENTRE INC.**  
71 Buttermill Avenue  
Vaughan ON L4K 3Y2

Attention:  
Fax: 905-738-0105

In the case of the Licensee:

c/o SNC-Lavalin O&M Solutions Inc.  
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 Real Estate Services  
87 Ontario St. West, 6th Floor  
Montreal, QC H2X 1Y8  
Attention: Director, Strategic Asset Planning  
Fax: (514) 391-7990

Notices shall be deemed to have been received by the Licensor or Licensee, as the case may be, on: (i) the fifth (5) business day after the date on which it shall have been so mailed, (ii) at the time of delivery in the case of hand delivery, or (iii) the date and time of transmission in the case of facsimile, provided that such transmission was made during normal business hours, with receipts or other verifications of such transmission. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated above. Notices given by electronic means will not be considered to have been given in writing.

24. Licensee shall carry at his own cost comprehensive general liability insurance insuring the Licensor, Property Manager or any lender that holds security on the Building as "additional insured" in the minimum amount of ten (10) million dollars (with an insurance company or companies and in a form acceptable to the Licensor acting reasonably) against any claims which may arise from its operations under this Agreement, such insurance to include property damage and personal injury, including death to any person. Excess or umbrella policies may be used to achieve the required limits of insurance. Prior to commencement and through to completion of agreement, Licensee shall provide the Licensor with certificates of such insurance, in a form acceptable to the Licensor, acting reasonably. The Licensor will strictly comply with all occupational health and safety legislation, workers' compensation legislation and other governmental requirements relating to performance of work and adherence to safety standards and shall provide the Licensee, prior to the Effective Date and then annually, with proof of good standing with the W.S.I.B. (Workplace Safety and Insurance Board).

25. The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under the License. The Licensee shall also indemnify, hold harmless and defend the Licensor against any such liens, including the reasonable fees of the Licensor's solicitors. The provisions of this section shall survive termination of this Agreement. All such liens shall be removed within five (5) business days of notice to the Licensee to do so. The Licensor may, at the cost of the Licensee, pay money into court to obtain removal of a lien if the Licensee fails to do so, as required, and the Licensee will pay the cost to the Licensor including the amount paid into court plus an administration fee equal to fifteen percent (15%) of the amount.

26. Each of the following events shall be deemed to be an event of default ("**Event of Default**") by the Licensee under this Agreement:

(i) the Licensee defaulting in the payment of any Annual License Fee, amount, or portion thereof, or other sum of money due to the Licensor pursuant to the terms of this Agreement and such default continues for



more than ten (10) business days, after written notification of such default by the Licensor to the Licensee;

(ii) there is interference with the telecommunications or computer equipment of the Licensor, any tenant, or any other occupant of the Building or any other telecommunications or computer devices provided in the Building by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Licensee's Equipment, and the Licensee does not cure such interference within forty-eight (48) hours of the Licensee's receipt of written notice by the Licensor of such interference;

(iii) the revocation of the Licensee's permission to provide regulated or non-regulated telecommunication services by any governing entity authorized to permit or regulate the Licensee's providing of such services;

(iv) the Licensee becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver or liquidator of the Licensee or a substantial portion of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of the Licensee;

(v) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Licensee under any substantial loan or debt obligation;

(vi) the ceasing of the Licensee to carry on business in the ordinary course; and

(vii) if the Licensee shall default in the observance or performance of any of the Licensee's other obligations under this Agreement and such default shall continue for more than ten (10) business days after written notification of such default by the Licensor to the Licensee or, where it is not reasonably possible to cure such default within ten (10) business days, the Licensee has not commenced reasonable steps to cure such default within the ten (10) days and proceed with such actions in a diligent manner.

Upon or after the occurrence of an Event of Default, the Licensor may elect to terminate this Agreement without limiting its other remedies, by providing written notice of termination to the Licensee, which termination shall be effective as of the date specified in the notice of termination.

If the Licensor shall default in the observance or performance of any of the Licensor's obligations under this Agreement and such default shall continue for more than thirty (30) days after written notification of such default by the Licensee to the Licensor, the Licensee may terminate this Agreement effective as of the date specified in such notice of termination, without limiting its other remedies as against the Licensor.

27. (a) Subject to CRTC mandated obligations upon the Licensee to provide services, and provided there are no active subscribers to the Licensee's services in the Building, at the expiration or earlier termination of this Agreement, the Licensee shall, at the Licensee's sole cost and expense, without permitting the registration of any liens against title to the subject lands, remove all of the Licensee's Equipment, except any part of the Licensee's Equipment that by agreement between the Licensee and the Licensor has been acquired by the Licensor, and all of the Licensee's personal property from the Building. If any property that is required to be removed is not so removed within twenty (20) business days after the termination, the property may, at the Licensor's sole option, (i) be removed and stored by the Licensor at the Licensee's expense (and the Licensee will pay an administration fee equal to fifteen (15%) percent of the expense), or (ii) become the property of the Licensor without compensation to the Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations

that may have arisen or accrued prior to such termination or arise by reason of the Licensee's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, the Licenser may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licenser of all costs and expenses incurred in such repair or refinishing and will pay to the Licenser an administration fee equal to fifteen (15%) of the cost. The Licensee will provide to the Licenser upon completion of the removal of the Equipment an engineer's report confirming completion of the removal in accordance with this Agreement. In the event at the expiration or earlier termination of this Agreement there are active subscribers to the Licensee's services in the Building, the Licensee is not required to remove the Licensee's Equipment, and despite the expiration or termination of the Term of this Agreement, all of the obligations of the Licensee under this Agreement will continue in full force and effect. That situation will continue until there are no active subscribers to the Licensee's services in the Building and the Licensee removes the Licensee's Equipment and restores the damage in accordance with the paragraph.

(b) If due to CRTC mandated obligations upon the Licensee to provide services to other telecommunication service providers, the Licensee is not required by section 27(a) to remove items of the Licensee's Equipment (the "**Exempted Items**") then, despite the expiration or termination of the Term of this Agreement, all of the obligations of the Licensee under this Agreement will continue in full force and effect in respect of the Exempted Items except that the Licensee's obligation to pay the Annual License Fee will be suspended so long as the Licensee does not provide Licensee Services. This situation will continue (subject to the sentence following this one) until the Licensee's CRTC mandated obligations end and the Licensee removes the Exempted Items and restores damage as provided in section 27(a). So long as, and to the extent, a third party assumes responsibility and control of the Exempted Items, and the third party is bound by a telecommunications access agreement with the Licenser, or a successor of the Licenser, the Licensee will be exempted from the obligation to remove the Exempted Items.

28. Despite anything else in this Agreement (but subject to section 6), the Licenser may, at any time, if it acts in good faith, and makes reasonable efforts not to disrupt the Licensee's operations in the Building: (i) make any changes in, additions to or relocations of any part of the Building; (ii) may grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building; (iii) may close all or any part of the Building to such extent as the Licenser considers necessary to prevent the accrual of any rights in them to any persons; and (iv) and the Licenser may also make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by the Licensee) which serve any part of the Building. No claim for compensations shall be made by the Licensee by reason of any inconvenience nuisance or discomfort arising from work done by the Licenser but the work will be done as expeditiously as is commercially reasonably possible.

29. This Agreement provides for the granting of licenses only and the Licensee acknowledges that the Licensee does not and shall not claim any interest or estate of any kind or extent whatsoever in the Building or Equipment Space by virtue of this Agreement or the Licensee's use of the Building or Equipment Space. The relationship between the Licenser and the Licensee shall not be deemed to be a "landlord-tenant" relationship and the Licensee shall not be entitled to avail itself of any rights afforded to tenants at law.

30. The obligations of the Licenser under this Agreement shall no longer be binding upon the Licenser if the Licenser assigns or otherwise transfers its interest in the Building as owner as of the effective date of such sale, assignment or transfer, provided that in the event the Licenser enters into an agreement to sell, assign or otherwise transfer its interest in the Building as owner or lessor, the Licenser shall (i)

immediately notify the Licensee. If there is such a sale, assignment or transfer, the Licensor's obligations shall be binding upon the grantee, assignee or other transferee of the interest and any such grantee assignee or transferee, by accepting such interest, shall be deemed to have assumed those obligations. A lease of the entire Building shall be deemed a transfer within the meaning of this section. For greater clarity, nothing in this section releases the Licensor from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

31. A waiver by the Licensor or the Licensee of any breach of the terms, covenants and conditions of this Agreement shall not be deemed to be a waiver of the term, covenant or condition or of any subsequent breach of it or any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to have been waived unless the waiver is in writing and signed by the party purporting to provide such waiver, and then only to the extent provided for in the written waiver.

32. Where a provision of this Agreement conflicts with a Schedule attached hereto, the provision of this Agreement shall prevail. This Agreement and Schedules will be governed by the laws of the Province of Ontario and the applicable laws of Canada therein, excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction.

33. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings on the subject matter hereof, except as provided in sections 6 and 10, neither party makes any representation or warranty express or implied, statutory or otherwise to the other. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the other provisions of this Agreement shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.

34. 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 include, but is not limited to: any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotion or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause or event beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be a force majeure.

35. The licence granted in this Agreement is revocable only in accordance with the express terms of this Agreement.

36. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and together shall constitute one agreement, binding on both parties even though both parties do not sign the same counterpart.

37. This Agreement shall be binding upon and shall enure to the benefit of the parties and their respective successors and permitted assigns.

*[signature page follows]*

In witness thereof the parties through their duly authorized representatives have executed this Agreement as of the date indicated below.

*LICENSOR:*

**SOHO CENTRE INC.**

By: \_\_\_\_\_

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

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

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

I/We have authority to bind the Corporation

*LICENSEE:*

**BELL CANADA**

By: \_\_\_\_\_

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

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

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

I/We have authority to bind the Corporation



**SCHEDULE "C"**  
**ANNUAL LICENCE FEE**

Licensee will pay to the Licensor annually in advance during the Term of this Agreement, an Annual License Fee of One Thousand Eight Hundred Dollars (\$1,800.00) plus applicable taxes calculated based on the annual rate of Thirty Dollars (\$30.00) per square foot of Equipment Space. The exact measurement of the Equipment Space may be verified by an architect or surveyor employed by the Licensor for that purpose and upon verification, an adjustment of the License Fee will be made retroactively.