

BELL CANADA

Ancaster Town Plaza

Building Access Agreement

**BUILDING ACCESS AGREEMENT
COMMERCIAL STRIP PLAZA**

This Agreement is entered into on July, 1st, 2021

BETWEEN: **PARAMOUNT OVERSEAS INVESTMENT HOLDINGS
LIMITED**

c/o Property Tech
5-4104 Fairview Street, Suite 432, Burlington, ON L7L 4Y8
Office: / e-mail: info@propertytech.ca

(hereinafter called the “**Licensor**”)

AND:

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

(hereinafter called the “**Licensee**”)

WHEREAS the Licensor owns or manages the lands and building municipally known as **35 -73 Wilson Street West, Ancaster, Ontario** being a retail strip plaza known as Ancaster Town Plaza (hereinafter collectively called the “**Property**”);

AND WHEREAS the Licensee desires from time to time to furnish cable television, video, data, audio, Wi-Fi and/or telecommunications services, excluding cell phone and wireless services (separately or collectively, the “**Services**”) to various tenants, occupants and stores (the “**Occupants**”) within the Property;

AND WHEREAS the Licensor agrees to allow the Licensee to provide the Services to the Occupants;

AND WHEREAS the Licensor agrees that the Occupants shall be the end-users and the direct customers of the Licensee with respect to the Services;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency and receipt of which are hereby acknowledged, the Licensor and the Licensee hereby agree as follows:

GRANT

The Licenser hereby grants to the Licensee, upon the conditions set out in the standard terms and conditions attached hereto, a non-exclusive access to the Property, so as to allow the Licensee to build and/or install its cables and equipment over, across, in, on or to that part of the Property shown on the sketch attached as Schedule 1 to provide the Services to the Occupants of the Property.

The preamble hereof, the standard terms and conditions and the Schedule 1 attached hereto form an integral part of this Agreement.

IN WITNESS WHEREOF, the Licenser and the Licensee have signed this Agreement on the date written below.

**PARAMOUNT OVERSEAS
INVESTMENT HOLDINGS
LIMITED**

BELL CANADA

per:

per:

Name:

Date: *18th June, 2021*

Title: Managing Director

I have the authority to bind the
corporation

Name:

Date: Senior Manager, Real Estate

Title:

I have the authority to bind the
corporation

STANDARD TERMS AND CONDITIONS

1. The term shall be for Five (5) years, commencing on the 1st day of July, 2021 (the “**Effective Date**”) and expiring on the 30st day of June, 2026 (the “**Initial Term**”). In consideration of the granting of this License by Licensor to Licensee, Licensee agrees to pay the annual sum of \$350.00 to the Licensor in advance without any set-off, deduction or abatement whatsoever.
2. When not in default, or unless the Licensee notifies Licensor at least ninety (90) days prior to the expiry of the then current Term (Initial or Extended Term) of its desire not to extend, this Agreement shall be automatically extended for three (3) additional successive terms of five (5) years each (each an “**Extended Term**”) on the same terms and conditions contained herein. The word “Term” used in this Agreement shall mean the Initial Term and, if extended, the Extended Term from time to time.
3. The Licensor grants to the Licensee, at all times this Agreement is in force and the Licensee is not in breach of its obligations hereunder and subject to the rights of the Occupants, the non-exclusive right to enter on and gain access in, over and under the Property and the common elements and other common areas of the Property and through the premises of the Occupants (subject to the rights of the Occupants) during regular business hours, or after regular business hours at the request of the Occupants, and upon reasonable notice except in the case of an emergency, so that it may make available and provide the Services to the Occupants, their respective invitees, or the Licensor, provided that when Licensee requires access to the Building(s) outside regular business hours Licensee shall pay Owner \$250.00 for such after-business hour access plus \$100.00 for each hour of access (with no proration for part hours) to compensate Owner for its representative’s presence. Licensee shall notify Owner forthwith upon determining a possible emergency. Nothing in this Agreement shall be construed or interpreted as granting the Licensee any exclusive rights or privileges in or to the Property, relating to access or installation rights.
4. The rights granted to the Licensee in [section 3](#) above include the right for the Licensee to construct, install, test, operate, maintain, repair, service, modify, remove and replace its Equipment (as defined below) in the Property. For greater certainty, such rights do not extend to the Licensee using the roof of the building on the Property. Such would need to be granted by the Licensor, if they so wished to grant such access, under a different agreement. “**Equipment**” includes, but is not limited to, any of the Licensee’s cables, exterior panels, equipment, inside wire, fibre optic cable, infrastructure or other apparatus, which is necessary or accessory to enable and deliver the Services to the Occupants which shall be located in the three electrical rooms in the buildings and along the rear wall of each building substantially in the locations depicted in the sketch attached hereto as Schedule 1 having consideration for the least intrusive method of running such Services and installing the Equipment and the aesthetics of the installation. The Licensee shall not change, alter or replace the Equipment for new or different Equipment to deliver the Services in or to the Property, without the prior written consent of the Licensor.
5. Prior to performance of any work, or the making of any installation, and prior to changes, alterations to any existing installation or Equipment, the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings for any installation detailing the type, size and location of the Equipment that is proposed to be installed, altered, changed or removed. No work shall commence until the Licensor has approved, in writing, the working drawings. The Licensor’s approval of the working drawings is not deemed a representation that the Licensee’s Equipment

will not cause interference with other systems in the Building. That responsibility shall remain with the Licensee.

6. For the purposes of [section 3](#) above, the Licensor hereby grants to the Licensee and those for whom it is responsible at law during the term of this Agreement (including any renewals thereof) such rights of entry under its control and as are reasonably required to provide the Services and agrees to give to the representatives, agents and employees of the Licensee, access to all portions of the Property necessary for the provision of the Services and for the installation, replacement, relocation, repair and maintenance of the Licensee's Equipment, subject to the rights of the Occupants. The Licensee shall forthwith repair any damage to the building or the Property caused by the Licensee or those for whom it is at law responsible during the installation of the Equipment and any future work done on the Equipment (including, without limitation, repairing any pavement or landscaping disturbed by trenching and burying ground cables) to the reasonable satisfaction of the Licensor. The Licensee shall keep its Equipment in good operating condition and ensure that all installations, on-going maintenance, repair, rerouting, updating and replacement performed by the Licensee shall be done in an expeditious manner at the Licensee's sole cost and expense.
7. The Licensor agrees and acknowledges, for greater certainty, that any Equipment that the Licensee has installed or supplied for purposes of providing Services to the Property belong to the Licensee, and shall remain the Licensee's property upon the termination of this Agreement. Upon the end of the Term or earlier termination of this Agreement, the Licensee may remove its Equipment, except for any cable installed under ground or outside the building that connects the Licensee's telecommunications network from the property line of the Property to any Equipment, which shall not become "fixtures", but shall remain personal property and repair any damage occasioned thereby and return the Property to as near as possible to its original condition it was in prior to the installation of the Equipment all to the Licensor's reasonable satisfaction. The Licensor hereby expressly waives any right of accession it may have in connection with the Licensee's Equipment. Licensor shall not be liable for unauthorized removal or damage of any of the Equipment by any third party including, without limitation, any Occupant. Any Equipment left on the Property by the Licensee at the end of the Term may be disposed of by the Landlord as it sees fit without any claim by or liability to the Licensee.
8. If the Licensor wishes to carry out any work on the Property that could affect the Licensee's system and Equipment, including, but not limited to, a planned power outage, it shall notify the Licensee in writing at least thirty (30) days in advance, except in the case of an emergency. An "emergency" means any situation where work must be done on the Property that the Licensor could not reasonably have foreseen. The Licensee shall, upon reasonable notice, move its Equipment and reroute any of its cabling, at the Licensor's sole cost, in the event the Licensor reconfigures any of the premises within the building or otherwise renovates the building.
9. Under no circumstances shall the Licensee and its employees, representatives, officers and directors be held liable toward the Licensor or the Occupants for any direct or indirect damages arising from an interruption or failure of any Service, notwithstanding the cause or duration thereof. The Licensor agrees that the Occupants shall be the end-users and the direct customers of the Licensee with respect to the Services. Under no circumstances shall the Licensor be responsible for the cost of any Services provided to the Occupants.
10. The Licensee indemnifies the Licensor for any claims, damage, loss, injury or death suffered by the Licensor, its employees, agents, contractors, Occupants or plaza customers caused by the Licensee, its agents, employees, contractors or those for whom it is responsible in law, except for any damage, loss, injury or death which results from the negligence or wilful misconduct of the

Licensor, its employees, agents, contractors, tenants or plaza customers or those for whom it is responsible in law. **The Licensee shall indemnify and save harmless the Licensor from and against 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, caused by the Licensee if and only if such damages have been awarded by a court of competent jurisdiction and all appeals have been exhausted.** The Licensor shall neither use nor knowingly permit the use, by any other person, firm or corporation, of the Licensee's Equipment or distribution system, without the Licensee's prior written authorization. The Licensor shall not knowingly interfere nor knowingly permit interference or tampering, directly or indirectly, with the Licensee's cables, installations, Equipment or signals. If the operation of the Licensee's system and 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 Property, the Licensor will attempt to assist the Licensee in obtaining removal of the interference within a time frame that is appropriate having regard to the nature and extent of the interference. Licensee acknowledges there currently is another operator with a non-exclusive license for the Building(s) to supply services similar to the Services being offered by Licensee. Licensee will investigate, at its cost, allegations, and assist in the elimination, of interference to the radio, television, Wi-Fi or other electronic components of other Telecommunications Service Providers ("TSPs") or Owner's tenants caused by the Equipment and provision of the Services. If the operation of the Licensee's system and Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of other TSPs or third parties in or in respect of the Building(s) or property, Owner will attempt to assist Licensee, at Licensee's cost, in obtaining removal of the interference within a time frame that is appropriate having regard to the nature and extent of the interference. If Licensee cannot resolve such interference to the reasonable satisfaction of Owner or Owner's tenants, Owner shall have the right to terminate this License.

11. The Licensee agrees to perform its work in a good and workmanlike manner in accordance with all applicable laws, regulations and industry standards all to the reasonable satisfaction of the Licensor and its property manager. It is acknowledged and agreed that this obligation applies to all works and installations performed on the Property by the Licensee. No warranty or other service level is being offered by the Licensee hereunder. Services offered by the Licensee, from time to time, are subject to termination, cancellation, changes, modifications or deletion, including changes to prices, at the sole discretion of the Licensee. The Licensor agrees that it shall not make any representations to the Occupants as to the warranty, features or service levels of the Licensee's Services.
12. The Licensor has and shall continue to maintain a policy of liability insurance providing adequate coverage in respect of any property damage or personal injury arising on the Property.
13. The Licensee shall put in place commercial general liability insurance not less than two million dollars (\$2,000,000.00) for each occurrence, including bodily injury liability, property damage liability, personal injury liability, contractual liability, with respect to the Property and Equipment. Such coverage is to include the activities and operations conducted by the Licensee and any other person performing work on behalf of the Licensee and those for whom the Licensee is in law responsible. The Licensee shall add the Licensor as an additional insured (except under non-owned automobile liability) but only for the Licensee's legal liability arising from the performance of the Agreement. The Licensee shall provide the Licensor with a certificate of insurance within five (5) business days of the Effective Date and before being given access to commence its work and annually on the anniversary of the Effective Date. Excess of umbrella insurance may be used to achieve the required insured limit under commercial general liability insurance.

14. The Licensors grants the Licensee the right to solicit the Occupants with respect to any services or products offered by the Licensee and to advertise and promote such services and products to the Occupants.
15. Except in the case of the Licensee's obligations to pay amounts owing to Licensors under this Agreement, as the case may be, each of the parties hereto shall be free from all liability for inability on their part to carry out any of the obligations stipulated in this Agreement due to *force majeure* including, but not limited to, governmental intervention, strikes, labour disputes or any reason or cause whatsoever beyond the reasonable control of such party, for the period of time such *force majeure* exists.
16. This Agreement is subject to all federal, provincial, municipal and other laws, regulations or policies or guidelines issued by governmental authorities which now or may hereafter apply to the Services to be rendered by the Licensee for the benefit of the Property or any of the Occupants.
17. Each party represents and warrants that (i) it has full right, power and authority to enter into and perform its covenants and obligations in this Agreement; (ii) it is under no obligation, statutory, contractual or otherwise, which would prevent or interfere with the complete performance of its covenants and obligations herein (subject to Licensors's Rules and Regulations contained in leases with tenants pertaining to Wi-Fi interference); and (iii) it is validly in existence under the name indicated in this Agreement.
18. Either party may terminate this Agreement or, in the case of the Licensee, cancel any Service provided under this Agreement (i) for material breach hereof, where such breach is not cured within ten (10) days following receipt of a written notice of such breach, (ii) immediately, in the event of bankruptcy, reorganization, assignment, petition or appointment of a trustee or such other act of insolvency of the other party; or (iii) immediately, in the event the Licensee ceases to offer any Services to the Property.
19. In the event that beneficial or legal title to the Property is transferred while this Agreement is in force, the Licensors shall request the transferee to assume and be bound by all the rights and obligations of the Licensors arising under this Agreement and, upon delivery of such assumption agreement to Licensee, the Licensors shall be released from its obligations under this Agreement.
20. The Licensee shall reimburse the Licensors for any taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term hereof, by a governmental authority (collectively, the "**Taxes**") upon or in respect of the privileges hereby granted provided that it can be demonstrated that such Taxes have been assessed as a direct result of the Licensee's use of the building. Each party shall bear its own legal costs in initial drafts of this Agreement.
21. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
22. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the province in which the Property is situated (the "**Province**") and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of law, and the courts of such Province or the Federal Court of Canada shall have jurisdiction over any claim arising under or in connection with this Agreement.
23. Any notice, consent, approval, waiver, advice, demand or communication required or permitted to be given, made, or provided by a party hereunder or in connection herewith (a "**Notice**") shall be

in writing and shall be deemed to have been validly given if delivered by hand or by mail, postage prepaid, by telecopier or by e-mail to the other party at the latter's address or telecopier number or e-mail address set forth on the first page of this Agreement. A Notice shall be deemed to have been received (i) on the fifth (5th) business day after the date on which it is mailed; (ii) at the time of delivery, in the case of hand delivery; and (iii) on the date and time of transmission, in the case of transmission by telecopier or e-mail, provided that such transmission by telecopier or e-mail is made during normal business hours, with receipt or other verification of such transmission.

24. This Agreement supersedes all prior agreements and understandings regarding the subject matter hereof, contains the whole of the understanding between the parties with respect to the subject matter hereof, and is not subject to any other agreements, representations or warranties, whether written, oral or implied.
25. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect.
26. This Agreement does not create any agency, partnership, joint venture or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or implementation of this Agreement. Each party hereto is an independent contractor. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
27. The failure or delay of either party to insist upon strict adherence to any term or condition of this Agreement at any time shall not constitute a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other term or condition of this Agreement.
28. Except in the case of a transferee which agrees to be bound by this Agreement in accordance with **section 20** above, this Agreement may not be assigned by either party without the prior written consent of the other, which consent will not be unreasonably withheld. Upon prior written notice to the Licensor, the Licensee shall be entitled to assign any of its rights under this Agreement to an affiliate without the Licensor's consent, provided the assignor can demonstrate to the reasonable satisfaction of the Licensor that such affiliate has sufficient net worth to fulfill all the Licensee's obligations and indemnities contained in this Agreement. In the event such net worth test is met, the assignor shall be released from all obligations which assignee agrees to assume.
29. This Agreement was drawn up in English at the express request of the parties. Cette convention a été rédigée en anglais à la demande expresse des parties.
30. This Agreement creates a non-exclusive licence 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 Property by virtue of this Agreement or the Licensee's use of the building(s) on the Property. The relationship between the Licensor 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.

SCHEDULE 1