



**TELECOMMUNICATIONS LICENSE AGREEMENT**

**BETWEEN**

**I.F. PROPCO HOLDINGS (ONTARIO) 31 LTD.**

(the "Owner")

- and -

**BELL CANADA**

("Bell")

Building Address: 355 Wellington Street, London, Ontario  
Commencement Date: July 1st, 2016



## TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 28th day of June, 2016 between I.F. Propco Holdings (Ontario) 31 Ltd. (the "**Owner**") and Bell Canada ("**Bell**"). The Owner represents that they are the rightful owner of the property described as 355 Wellington Street, in the city of London (the "**Premises**").

1. The Owner grants to Bell, its affiliates, successors, and assigns, a non-exclusive license: (i) to install, construct, operate, maintain, repair, improve, replace, and remove, at Bell's sole expense and risk, the Equipment; (ii) to use the conduit, entrance link and communications spaces to connect the Equipment; and (iii) connect Bell's Equipment to the in-building wire and inside wire. "**Equipment**" includes but is not limited to any hardware, wire, fibre, cabling, infrastructure or otherwise (excluding conduit), which is necessary and incidental to enable and deliver and demonstrate Bell Services to occupants of the Premises. Except as otherwise provided in this Agreement, Bell's Equipment shall remain personal property of Bell although it may be affixed or attached to the Premises, and upon the expiration of this Agreement belong to and be removable by Bell.
2. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell and its contractors during normal business hours for the Premises, three-hundred and sixty-five (365) days per year subject to Bell providing reasonable notice to the Owner or its agent of its intention to enter the Premises for the purposes of this License.
3. The relationship between the Owner and Bell is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.
4. The Owner covenants: (i) to operate, repair and maintain the Premises and associated building systems and the lands in a safe and reasonable operating condition and in accordance with accepted building industry standards; (ii) if the operation of Bell'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 Premises, the Owner shall, to the extent that it is commercially reasonable, upon being provided by Bell with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist Bell 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, provided that the Owner shall not be responsible for any costs related to same beyond to rendering of assistance to Bell.
5. Bell will assume full responsibility for the cost of repairing any direct damage and/or disarrangements that may be caused to the Premises at any time during the currency of this Agreement, where such damage is caused by or arises out of any negligent act, wilful misconduct or omission relating to Bell's use and occupation of the Premises.
6. Neither the Owner nor Bell 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.
7. The term of this License is effective as of the Commencement Date noted on the title page and shall continue to run for a period of five (5) years from the Commencement Date (the "**Term**"). The Term will be automatically extended for additional one year terms for so long as Bell Services are available to the Premises (the "**Renewal Term**") on the terms and conditions herein except for the License Fee, which will increase at the start of each Renewal Term by a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date or the start of the previous Renewal Term (if any) as the case may be, to the start of the applicable Renewal Term.
8. Either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least 30 days' prior written notice to the other party:
  - (a) any part of the Premises has been destroyed or damaged to such an extent that, in Bell's sole opinion, Bell can no longer provide its Services and it is not feasible to repair or rebuild the Premises within a period of one hundred and eighty (180) days after the damage;



- (b) where the Premises are expropriated by a lawful authority;
- (c) if the Owner has bona fide plans to redevelop or otherwise alter the Premises in such a manner that, in Bell's sole opinion, makes it not feasible for Bell to provide its Services;
- (d) Bell no longer provides the Services in the Premises; or
- (e) Bell 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 Bell's Services or any other matters required by Bell to provide its Services.

In the event this Agreement is terminated under this Section, the Owner will return the prepaid License Fee and electricity charges for the remainder of the year. Upon any conversion of the Premises resulting in the Premises no longer being defined as a Multi-Dwelling Unit Building (as defined by CRTC), the parties agree to negotiate in good faith any required amendments to this Agreement.

9. Bell shall pay to the Owner an annual license fee (the "**License Fee**") in respect of this Agreement. The License Fee of One Thousand and Five Hundred Dollars (\$1,500) will be payable annually in advance, together with any applicable taxes including HST.
10. As agreed between the parties pursuant to Section 11, Bell shall pay electrical utilities of \$800 annually, in advance, due on the Commencement Date and each anniversary thereafter.
11. The Owner or Bell may estimate, acting reasonably, the amount of electricity consumed by Bell which amount plus an administration fee of fifteen percent (15%) of the amount shall be paid by Bell in advance, due on the Commencement Date and each anniversary thereafter. If Bell estimates the amount payable for electricity, then the administration fee of fifteen percent (15%) shall not be applicable. The Owner shall use reasonable commercial efforts to notify Bell in advance of any planned utility outages that may interfere with Bell'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 Bell. Any provision of emergency or "backup" power shall be the sole responsibility of Bell.
12. The Owner shall not assign this Agreement in whole or in part without obtaining the prior written consent of Bell which consent may not be unreasonably withheld. Notwithstanding the foregoing, the Owner may assign this Agreement to a new owner in the event that the current Owner sells the Premises. In the event the Owner enters into an agreement to sell, assign or otherwise transfer its interest in the Premises as owner, the Owner shall (i) immediately notify Bell; and (ii) cause such successor in interest to execute and deliver to Bell an agreement (the "**Assumption Agreement**") whereby the transferee agrees to assume and be bound by all the rights and obligations of the Owner as set out herein. A lease of the entire Premises shall be deemed a transfer within the meaning of this Section. Upon the date any Assumption Agreement becomes effective, the Owner will be immediately released from its obligations under this Agreement. For greater clarity, nothing in this Section releases the Owner from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.
13. This Agreement will be governed by the laws of the Province of Ontario. The attached Schedule 'A' forms part of the Agreement.

*[signature page follows]*



IN WITNESS WHEREOF, the Owner and Bell have executed this Agreement in multiple original counterparts as of the day and year first above written.

**I.F. PROPCO HOLDINGS (ONTARIO) 31 LTD.**

(Owner)

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation

**BELL CANADA**

(Bell)

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation