

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT is made as of the February 18, 2016.

BETWEEN:

415 ARTIS YONGE STREET LTD.
(the "Licensor")

-and-

BELL CANAD
(the "Licensee")

PREAMBLE:

- (a) The Licensor is the owner of the Building municipally described as 415 Yonge Street.
- (b) The Licensor has agreed to grant to the Licensee a license to install, operate, maintain, repair and replace certain telecommunications equipment in the Licensor'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 manual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Licensor and the Licensee agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

- 1.1 **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 Licensor and located on the Lands.

"**Building Risers**" means the electrical, mechanical or communications spaces or other pathways in the Building.

"**Business Day**" means a day other than a Saturday, Sunday and any other day on which the principal commercial banks in the Province of Ontario are not open for business during normal banking hours.

"**CRTC**" means the Canadian Radio-television and Telecommunications Commission or its successor.

"**Connecting Equipment**" means the cables, conduits, inner ducts and connecting hardware of the Licensee that is connected to the Telecommunications Equipment, as more particularly described in the attached 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 premises shall be provided by the Licensor to the Licensee for the sole exclusive use of the Licensee.

“HST” means the Harmonized Sales Tax imposed by the Governments of Ontario and Canada under lawful authority.

“IBW” means wire and other facilities which are in the MDU (e.g. wires in the MDU's risers, running from the main terminal room to the telephone closet on each floor and from there to the customer's suite).

“Lands” means the land legally described in the attached Schedule A.

“License Fee” means the annual fee specified in Section 4.1 of the Agreement which is payable by the Licensee to the Licensor under this Agreement.

“Licensee's Equipment” means, collectively, the Telecommunications Equipment and the Connecting Equipment.

“MDU” or **Multi-Dwelling Unit** means a building with at least two units and at least one 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 12.1 of this Agreement.

“Renewal Term” means the period after the Term for which this Agreement may be renewed and extended as described in Section 3.2 of this Agreement.

“Telecommunications Equipment” means the equipment of the Licensee and its affiliates, located in the Equipment Room including cabinets, racks, electronic equipment and other similar equipment.

1.2 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 of Ontario and the laws of Canada applicable therein.

1.3 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-	Plan for Connecting Equipment
Schedule D-	Building Rules & Regulations
Schedule E-	Building Security Regulations
Schedule F-	License Fee

ARTICLE 2 - LICENSE

- 2.1 License** The Licensor grants to the Licensee a non-exclusive license to:
- (a) install, operate, maintain, repair and replace the Telecommunications Equipment in the Equipment Room, at the Licensee's sole expense and risk;
 - (b) install, operate, maintain, repair 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 in the Building, as required by the Licensee's customers in the Building; and
 - (c) use the Entrance Link and existing Building wiring, only to the extent that the Licensor has the possession of, and authority to allow the use of, the Entrance Link and the existing Building wiring at the Licensee's option, as required by the Licensee for the purpose of connecting the Licensee's Equipment to the Licensee's customers in the Building.
- 2.2 Equipment Room** The Licensor 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.
- 2.3 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 two parties.
- 2.4 Non-Exclusivity** The Licensee acknowledges and agrees that the license granted to the Licensee pursuant to Section 2.1 of this Agreement is not exclusive to the Licensee, and that the Licensor has the right to grant similar rights and privileges in respect of the Building to other parties provided that such rights and privileges granted to other parties do not interfere with the Licensee's Equipment or the Licensee's provision of communications services to customers in the Building.
- 2.5 Rooftop Rights** The Licensee acknowledges and agrees that unless otherwise agreed to in writing by the Licensor:
- (a) this License does not allow the permanent installation or operation by or on behalf of the Licensee, of any type of rooftop or wireless communication equipment; 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 - TERM

- 3.1 Term** The term of this License is for five (5) years commencing on the 1st day of March, 2016 (the "**Commencement Date**").
- 3.2 Option to Renew** Provided that the Licensee is not in default under this Agreement, the Licensee shall have options to renew and extend this Agreement for one (1) consecutive periods of five (5) years each (each of which is a "**Renewal Term**"), upon the Licensee providing at least six (6) months written notice to the Licensor. Each Renewal Term 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. Where the parties are unable to agree on the License Fee payable during a Renewal Term prior to the expiration of the Term or a Renewal Term, as the case may be, the License Fee

will increase 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.

- 3.3 **Overholding** If the Licensee remains in occupation of the Equipment Room following the expiration of the Term or a Renewal Term, 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.

ARTICLE 4 - LICENSE FEE

- 4.1 The Licensee agrees to pay the Licensor the License Fee as provided in Schedule F.

ARTICLE 5 - USE

- 5.1 **Use of Equipment Room** The Licensee shall use the Equipment Room only for the purpose of the installation, operation, maintenance, repair and replacement of their Licensee's Equipment as required by the Licensee for the purpose of providing current and future telecommunications, broadcast, internet, entertainment, or other communications services to the Licensee's customers in the Building.
- 5.2 **Title** The Licensor 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.

ARTICLE 6 - ACCESS AND ELECTRIC UTILITIES

- 6.1 **Access** 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 for the purpose of installing, operating, 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 Licensor 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 Licensor's Building Rules and Regulations, as attached in Schedule D and Building Security Regulations, as attached in Schedule E.
- 6.2 **Electrical Power** The Licensee shall pay an annual fee of Three (\$3.00) Dollars per square foot, gross, of the deemed occupied area for electricity consumed by the Licensee (the "Hydro Fee"). The parties hereby agree the deemed occupied area to be 70 sf as set out in Schedule B. The Licensor shall notify the Licensee in writing in advance of any planned utility outages that may interfere with the Licensee's Equipment use. The Licensee agrees that the Licensor has no obligation or responsibility to provide emergency or backup power to the Licensee, unless the parties agree in writing that the Licensor will provide emergency or backup power to the Licensee on such terms and conditions as mutually agreed between the parties.
- 6.3 **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.
- 6.4 **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 operation of the Licensor of the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.

- 6.5 **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 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.

ARTICLE 7 - INSTALLATION, MAINTENANCE AND REPAIRS

- 7.1 **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 Licensor in respect of such installation for the approval, in writing, of the Licensor, not to be unreasonably delayed or denied.
- 7.2 **Other Costs** In addition to License Fee, the Licensee agrees, if required by the Licensor, to pay the Licensor within sixty (60) days of receipt of an invoice from the Licensor, the reasonable cost, up to a maximum of Five Hundred (\$500) Dollars, on a one-time basis for the installation, for the review of Plans and Working Drawings referred to in Subsection 7.1.
- 7.3 **Escort Services** The Licensee agrees to pay the Licensor for after regular business hours security escorted access to the Building, Building Risers, or the Equipment Room, within sixty (60) days of receipt of an invoice from the Licensor. Such fees shall not be charged if recovered by the Licensor from the tenants or occupants of the building.
- 7.4 **Installation** Upon receipt of the Licensor's written approval pursuant to Section 7.1 above, 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 responsible and workmanlike manner and in accordance with all the applicable laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial, and municipal governmental authorities.
- 7.5 **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.
- 7.6 **Repairs and Maintenance** The Licensee, at its own cost and expense, shall leave the Equipment Room in a tidy condition after the installation of the Licensee's Equipment.
- 7.7 **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 thirty (30) Business Days at the request of the Licensor, by payment of sufficient money into Court to obtain removal of such lien.

ARTICLE 8 - INSURANCE AND INDEMNIFICATION

- 8.1 **Insurance** The Licensee, at its own expense, shall take out and maintain in force while this Agreement is in effect, comprehensive general liability insurance in a minimum amount of Five Million Dollars (\$5,000,000) per occurrence for injury, death or property damage arising out of the Licensee's operations pursuant to this Agreement, which insurance shall contain cross liability and severability of interest clauses.
- 8.2 **Indemnification** The Licensee shall indemnify and save harmless the Licensor 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 Buildings 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 willful misconduct of the Licensor or those for whom the Licensor is in law responsible. The Licensor shall indemnify and save harmless the Licensee from and against any loss, suit, claim, action, damage or expense, including those that are indirect, special, incidental, or consequential, 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 Buildings 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 willful misconduct of the Licensee or those for whom the Licensee is in law responsible.

ARTICLE 9 - TERMINATION

9.1 Termination by Licensee The Licensee shall have the right to terminate this Agreement upon written notice to the Licensor in the event of the occurrence of any of the following:

- (a) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to the licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's Equipment;
- (b) any structures, facilities or other works of any nature or any kind whatsoever, including, without limitation, third party telecommunications equipment, or facilities that may, screen, shield or interfere in any manner with the signals transmitted or received by the Licensee's Equipment;
- (c) the Licensee's Equipment is damaged or destroyed and the Licensee determines that it will not effect repairs to, or replace, the Licensee's Equipment;
- (d) The Licensee no longer requires the Equipment Room for the purpose of providing its communications service to customers in the Building. If the Building Risers are still required the Licensee and the Licensor acting reasonably, may enter into a new agreement based on prevailing market conditions.
- (e) the Licensor defaults in the observance or performance of any of the Licensor's obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Licensor, 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 Licensor promptly commences such cure with reasonable diligence; or
- (f) the Licensor 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 Licensor is conclusive evidence of insolvency.

9.2 Termination by the Licensor The Licensor shall have the right, subject to any applicable laws or CRTC regulations, 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 thirty (30) days after receipt of written notice of such default by the Licensor to the Licensee;

- (b) the Licensee defaults in the observance or performance of any of the Licensee's material obligations under this Agreement and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensor 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.

9.3 The Licensee shall, within sixty (60) days of expiry of the Term or the Renewal Term, as the case may be, or any early termination of this Agreement, remove the Removable Equipment (as hereinafter defined) from the Building and restore the Building by repairing any damage resulting from the installation, operation or removal of the Licensee's Equipment and the Licensee shall leave the portions of the Building where the Licensee's Equipment is located in a neat, clean and safe condition, reasonable wear and tear excepted. Any Removable Equipment not removed as required herein may, at the Licensor's sole option: (a) be removed and stored by the Licensor at the Licensee's expense; or (b) become the property of the Licensor without compensation to the Licensee. Any Building damage not repaired by the Licensee within thirty (30) days of the Licensee's removal of the Removable Equipment may be repaired by the Licensor, and the Licensee shall remain responsible to the Licensor for the reasonable costs of such repair. "Removable Equipment" means any and all equipment installed by the Licensee, except feeder cable from the street (which, for greater certainty, may be fibre, copper or coaxial) to the main terminal room and associated terminating hardware in the main terminal room for so long as in the Licensor's sole but reasonable opinion formed at the time of termination, there is sufficient spare capacity in the feeder cable conduit(s) and in the main terminal room to accommodate the needs of the Licensor and/or other service providers, unless the Licensor consents to any part of such equipment being left in the Building. Notwithstanding anything else contained herein to the contrary, the Licensee shall not be required to remove any of the Removable Equipment after the expiry of the Term or the Renewal Term so long as it has at least one customer in the Building receiving at least one communications service from the Licensee or an affiliate, in which case the parties will negotiate, in good faith and acting reasonably, an extension agreement or a new access agreement for the Building in favour of the Licensee and the Licence Fee payable under Section 3.2 shall apply during such time.

9.4 The Licensee shall not be required to remove the IBW under its responsibility and control unless the Licensee deems such IBW unusable for future use.

ARTICLE 10 - DAMAGE OR DESTRUCTION OF BUILDING

10.1 **Right to Terminate** In the event the Building is damaged to such an extent that the Licensee determines, in its sole discretion, it is unable to effectively exercise its rights pursuant to the license granted by the Licensor under this Agreement, the Licensor, at its sole option and expense, may attempt to repair such damage within one hundred eighty (180) days. In the event the Licensor elects not to repair the damage within one hundred eighty (180) days, the Licensee shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the Licensor, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of Section 9.3 of this Agreement. 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 Licensor to the Licensee on a pro rated basis to the date of damage to the Building.

ARTICLE 11 - FORCE MAJEURE

- 11.1 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 by, or materially contributed to, 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, but lack of funds on the part of such party shall not be deemed to be force majeure.

ARTICLE 12 - NOTICES

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

(a) If to the Licensor

(b) If to the Licensee

Attention: Bell Canada
c/o SNC-Lavalin O&M Solutions Inc.
87 Ontario St. West, 6th Floor
Montreal, QC H2X 0A7
Department, Real Estate Services and
Department, Lease Management
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

- 12.2 Change of Address** Either party may change its address or particulars for the purposes of the receipt of any Notices in connection with this Agreement by giving notice in the same manner as provided in this Article 12.

ARTICLE 13 - MISCELLANEOUS

- 13.1 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.

13.2 Waiver No failure by either 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.

13.3 Successors and Assigns This Agreement shall not be assigned by the Licensee, in whole or in part, without the express written consent of the Licensor, provided that the Licensee shall be entitled to assign this Agreement to an affiliate of the Licensee, as defined in the *Canadian Business Corporations Act*, upon written notice to the Licensor. This Agreement shall be binding upon, and shall endure to, the benefit of the parties and their respective successors and permitted assigns. In the event the Licensor enters into an agreement to sell, assign or otherwise transfer its interest in the Building as owner or lessor, the Licensor shall (i) immediately notify the Licensee; and (ii) use its best efforts to cause such successor in interest to execute and deliver to the Licensee an agreement (the "**Assumption Agreement**") whereby the transferee agrees to assume and be bound by all the rights and obligations of the Licensor as set out herein. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. Upon the date any Assumption Agreement becomes effective, the Licensor will be immediately released from its obligations under this Agreement. 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.

IN WITNESS WHEREOF the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf.

415 ARTIS YONGE STREET LTD.

Per:

Name:

Title:

Date:

April 26 / 2016

I/We have the Authority to bind the Company

BELL CANADA

Per:

Name:

Title:

Date:

April 12, 2016

I/We have the Authority to bind the Company

SCHEDULE A

LEGAL DESCRIPTION OF LANDS

SCHEDULE C

PLAN FOR CONNECTING EQUIPMENT

SCHEDULE D

BUILDING RULES AND REGULATIONS

1. **Public Order**

The Licensee shall at all times abide by all laws, rules, regulations, ordinances, provisions and requirements relating to the Building or to the Premises, and shall keep its employees, servants, agents and invitees under its control so as to prevent the performance of any acts or the carrying on of any practices which could damage the Building or its reputation, or the Premises, or could injure or annoy other tenants in the Building or their employees, servants, agents or invitees, or the public.

2. **Ordinary Business Hours**

The Ordinary Business Hours of the Office Building shall be 8:00 A.M. to 6:00 P.M. on weekdays (exclusive of Building Holidays) unless and until changed by the Licensor.

The "Building Holidays" to be observed by the Building shall be all statutory holidays in Ontario and any and all other days designated by the Licensor.

After Ordinary Business Hours and on Sundays and Building Holidays the Office Building will be secured, and no Building Systems will be provided unless as a Special Tenant Expense.

3. **Access**

On Sundays, Holidays and outside Ordinary Business Hours on other days, access to the Premises without proper and acceptable identification may be refused. The Licensee shall provide the Licensor with a current security access list for all persons with authorized access to the Premises after Ordinary Business Hours. All changes, deletions and additions to said security access list shall be the sole responsibility of the Licensee and shall be made in writing to the Licensor. The Licensee shall be responsible for all persons to whom it has issued keys and/or security access cards and shall be liable to the Licensor for all acts of such persons. A written request for additional cards is required from the Licensee to the Licensor. A non-refundable fee shall be paid by the Licensee for each security access card. Any lost or stolen cards shall be promptly reported in writing by the Licensee to the Licensor.

4. **Use of Equipment Room**

The Licensee shall not overload any floor of the Equipment Room nor shall it hang or suspend from any wall or ceiling or other part of the Building any of its equipment, displays, fixtures or signs without the prior written consent of the Licensor.

If the Licensee installs any electrical equipment which overloads the electrical facilities, it shall at its own expense make whatever changes are necessary to comply with the requirements of the Licensor and its insurers and of the governmental authorities having jurisdiction, but not until it first submits to the Licensor plans and specifications for the required work and obtains the Licensor's written approval to perform the same.

The Licensee shall not obstruct or encumber the sidewalks, plaza, entrances, lobbies, corridors, courts, elevators, escalators, vestibules or stairways in and about the Building or use them for any purpose other than ingress or egress from the Equipment Room.

No Licensee, employee or invitee of any Licensee shall go up on the roof of the Building except such roof or part thereof as may be designated in writing by the Licensor as a roof-deck or roof-garden area.

No cooking shall be done or permitted in the Equipment Room except by the use of CSA approved equipment for brewing coffee, tea, hot chocolate and similar beverages. The use of CSA approved microwave ovens for heating (but not for cooking foods) shall be permitted, provided that such use is in accordance with all applicable federal, provincial and city laws, codes, ordinances, rules and regulations and provided that such use shall not result in any odors emanating from the Equipment Room.

No Licensee shall use its Premises for lodging or sleeping or for manufacturing purposes. The Licensee must place and maintain business machines and other equipment in settings sufficient, in the Licensor's reasonable judgment, to absorb and prevent unreasonable vibration and prevent noise and annoyance.

The Licensee shall not cover any windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building.

No parcels or other articles should be placed on interior or exterior windowsills.

No fire exit doors shall be obstructed.

The Licensee shall not use any telephone rooms located outside the Equipment Room (whether for equipment or otherwise) without the prior written agreement of the Licensor and on conditions imposed by the Licensor.

5. **Safety**

The Licensee shall not do or permit anything to be done in the Building, or bring or keep anything therein which is in any way hazardous or obstruct or interfere with the rights of other tenants or in any way injure or annoy them or the Licensor, or violate or act contrary to the requirements of the Licensor's insurers.

With the exception of back up battery power, the Licensee shall not keep in the Equipment Room or the Building any dangerous or explosive or corrosive materials or fluids or other goods containing dangerous, explosive or corrosive materials or fluids. The Licensee shall not use or keep in the Equipment Room or the Building any inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation of the Licensee's business. The Licensee shall not, without the Licensor's prior written approval, use any method of heating or air-conditioning other than that supplied or approved by the Licensor.

The Licensee shall co-operate with the Licensor in the holding of fire drills and in practicing building evacuation procedures.

6. **Security**

The Licensee shall ensure that the doors of the Equipment Room are closed and locked, before the Licensee or the Licensee's employees leave the Equipment Room, so as to prevent waste or damage, and for any default or carelessness in this regard the Licensee shall make good all injuries sustained by the Licensor or other tenants or occupants of the Building.

The Licensee shall keep the doors to the Equipment Room corridors closed and locked at all times when not in use.

No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Licensee, nor shall any changes be made in existing locks or the mechanism thereof. Lock cylinders and keys shall be changed by the Licensor at the Licensee's expense upon receipt of written request from the Licensee.

The Licensee must, upon the expiration or sooner termination of its tenancy, return to the Licensor all keys and/or access cards either furnished to, or otherwise procured by, such Licensee, and in the event of the loss of any keys so furnished, the Licensee shall pay to the Licensor the cost of replacement keys.

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

7. **Receiving of Supplies**

All loading and unloading of merchandise, supplies, fixtures, equipment and furniture shall be made at such hours and in accordance with such rules as the Licensor may prescribe.

The delivery or movement of any freight, furniture, safes or bulky matter of any description (collectively herein called "freight") must take place during the hours which the Licensor may reasonably determine from time to time and in the freight elevator if an elevator is to be used. The persons employed by the Licensee for such work must be reasonably acceptable to the Licensor and only hand trucks equipped with rubber tires and side guards may be used for moving freight in the Building. All freight entering or leaving the Building must be shipped through the loading area and the freight elevator. In no event shall freight be moved through the mall or ground floor entrances or lobbies to the Building. The Licensor reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any term of this Lease.

All carrying in or out of unusually heavy or bulky freight must take place only during hours selected by the Licensor and then only with prior notice to and approval by the Licensor. No loads beyond the rated capacity of elevators shall be brought into the Building. The Licensor shall have the right to prescribe the location of heavy loads or objects and if considered necessary, the means

to distribute the weight thereof (to no more than 75 pounds per square foot unless written approval is granted by the Licensor). All costs incurred by the Licensor with respect thereto will be charged to the Licensee. Any damage to the Building caused by the Licensee or its contractor, delivery or moving service will be repaired by the Licensor at the Licensee's expense and charged to the Licensee.

The Licensee shall not permit any items delivered to or dispatched by it to create any mess or odor or to obstruct stairwells to the Parkade or any other element of the Building.

8. **Housekeeping**

The Licensee shall not employ any person or persons other than the Licensor's janitors for the purpose of cleaning the Equipment Room, unless otherwise agreed to by the Licensor in writing. Except with the written consent of the Licensor no person or persons other than those approved by the Licensor shall be permitted to enter the Building for the purpose of cleaning the same. The Licensee shall not cause any unnecessary labour by reason of carelessness or indifference in the preservation of good order and cleanliness. The Licensor shall not be responsible for any loss of or damage to any Licensee's property by the janitors, their employees or any other person performing janitorial services.

9. **Handling of Refuse**

The Licensee shall keep within the Equipment Room, in covered fire-proof and vermin-proof containers, all trash and garbage until the appointed day for removal of such, and the Licensee shall not burn or otherwise dispose of any trash or garbage in or about the Premises or anywhere else within the Building.

10. **Maintenance Requests**

Maintenance requests will be attended to only if made to the Licensor at the management office in the Building. Building employees will not perform any work or do anything outside of their regular duties, unless under special instructions from the office of the Licensor.

11. **Alterations and Repairs**

The Licensee shall not mark, paint, drill into, or in any way deface any part of the Equipment Room or the Building or paint any ceiling, ceiling tile, suspension grid or light fixtures.

The Licensee shall not install vinyl tile or sheet, hard tile, marble, wood parquet, carpet or similar floor covering so that it is directly affixed to the floor of the Equipment Room without the Licensor's approval. No installation of communication or electrical equipment and no boring or cutting or stringing of wires, conduits and plumbing pipes shall be permitted except with the prior written consent of the Licensor, and in accordance with any directions given by the Licensor or its consultants.

No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Building without the prior written consent of the Licensor.

No file, cabinets, boxes, containers or similar items shall be placed in, against or adjacent to any window of the Building so as to be visible from the outside of the Building.

The Licensee shall not install any radio, microwave or television antenna, loudspeaker or other device on the roof or patio or exterior walls of the Building. No awnings, showcases, air-conditioning units or other items shall be put in front of or affixed to any part of the windows and exterior of the Building nor placed in the corridors or vestibules.

The Licensee shall not alter the standard building ceiling lighting or HVAC system or install any additional lighting or abnormal power consuming equipment without prior written approval of the Licensor.

12. **Advertising**

The Licensee shall not erect, install, display, inscribe, paint or affix any sign, lettering or advertising medium to, upon or above the exterior of the Equipment Room, or use the interior glass surface of any show window or door, without the Licensor's prior written consent.

13. **Canvassing**
Canvassing, soliciting, distribution of handbills and peddling in the Building is prohibited and each Licensee shall operate to prevent the same.
14. **Animals**
No animals or pets are allowed in the Building at any time, except for dogs assisting the disabled.
15. **Vending Machines**
No vending or amusement apparatus shall be brought on to the Equipment Room without the prior written consent of the Licensor.
16. **Bicycles and Vehicles**
Bicycles and vehicles are to be parked or left or secured only in areas designated by the Licensor.
17. **Telecommunications Installation Process**
Any and all access by the Licensee or the Licensee's contractors to any portion of the Building other than the Equipment Room for the purpose of installing, operating or maintaining Licensees equipment shall be subject to the prior written approval of the Licensor, which approval may be given or withheld in the sole and absolute discretion of the Licensor. Any such approval by the Licensor may be subject to such conditions as the Licensor deems advisable including, without limitation, conditions as to timing of any work, the nature of the equipment to be installed and the contractors who will undertake the work. The Licensee shall be responsible for all costs associated with any such installation, operation and maintenance including, without limitation, any and all related security costs agreed to in advance in writing. The Licensee shall, if requested to do so by the Licensor, promptly prepare and deliver to the Licensor, as a condition of the installation, operation or maintenance of any equipment which the Licensee may be permitted to install, a drawing of the proposed installation.

SCHEDULE E

BUILDING SECURITY REGULATIONS

Please refer to Building Rules and Regulations Section 6.

SCHEDULE F

LICENSE FEE

The Licensee shall pay to the Licensor an annual License Fee in the amount of Fourteen Hundred Dollars (\$1400.00), excluding HST for deemed area of 70 square feet of occupied POP / Equipment Room space as indicated in Schedule B at a rate of Twenty (\$20.00) Dollars per square foot, gross. The License Fee for the initial term as set forth in Schedule F shall be payable in advance, on an annual basis, meaning the twelve (12) month period commencing on January 1st of each year, beginning on the Commencement Date. The first of which payments shall be due on the Commencement Date, and if the Commencement Date is not the first day of a Calendar Year, such payment shall be subject to a per diem pro-rata adjustment. Subsequent payments shall be due and payable on the first day of each Calendar Year thereafter.