

TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

A FORTSMOUTH FINANCIAL CORPORATION

(The "Owner")

- And -

BELL CANADA

(The "Bell")

Building Address: 4981 Highway 7 East, Markham

Commencement Date: [To be determined]



TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this **May 23, 2014** between ~~X PROSPER FINANCIAL CORP~~ (the "Owner") and Bell Canada ("Bell"). The Owner represents that they are the rightful owner of the property described as, **4981 Highway 7 East** in the city of **Markham** (the "Premises").

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, cabling, infrastructure or otherwise, 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.

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 service hours, 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 Building for the purposes of this License.

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 ventures, co-owners or otherwise as participants in a joint or common undertaking.

The Owner covenants: (i) to operate, repair and maintain the Premises and associated building systems and the Lands in a safe and proper 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.

Bell will assume full responsibility for the cost of repairing any damages and/or disarrangements that may be caused to the Premises at the time of installing or servicing the Equipment, unless caused by the Owner or those for whom the Owner is responsible. The Owner will maintain all risk property insurance on the Building and releases Bell in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Owner's property in respect of which the Owner maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement. 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.

The term of this License is effective as of the Effective Date above and shall continue to run for a period of ten (10) years from the Effective Date (the "Term"). The Term will be automatically extended for additional one year terms for so long as Bell Services are available to the Building (the "Renewal Term") on the terms and conditions herein.

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 building. The Owner may terminate this Agreement if, by no act of the Owner, Bell ceases to provide Bell Services using the Equipment.

This Agreement will be governed by the laws of the Province of Ontario.

Bell

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

Per: [Redacted]

Name: [Redacted]

Title: Property Manager, Portsmouth Financial Corporation

Per: _____

Name: _____

Title: _____

I/We have authority to bind the corporation

BELL CANADA

(Bell)

Per: [Redacted]

Name: [Redacted]

Title: [Redacted]

Director, Strategic Asset Planning



SNC-LAVALIN
O&M

FILE
CONTRACTS

Arcturus Realty Corporation
304 The East Mall
Suite 900
Toronto, Ontario
Canada M9B 6E2

July 17, 2014

Matthew Maida
Portsmouth Financial Corporation
1175 Meyerside Dr. Suite 2
Mississauga, ON
L5T 1H3

RE: Bell Canada Telecommunications License Agreement
4981 Highway 7 East, Markham, ON

Dear Matthew,

Please find enclosed 1 fully executed copy of the license agreement for the above noted location for your records.

Thank you for your assistance with this file. Should you have any questions, please do not hesitate to contact me.

Yours truly,

ARCTURUS REALTY CORPORATION

Kate Zidarova
Manager, Realty Transactions*
Tel/Fax: 416-207-3735
*Real Estate Broker

Arcturus Realty, Real Estate Brokerage
Member of the SNC-Lavalin Group

This PERMISSION TO ENTER AGREEMENT made as of January 8, 2015

B E T W E E N:

THE REGIONAL MUNICIPALITY OF YORK

(the "Region")

- and -

PORTSMOUTH FINANCIAL CORPORATION

(the "Owner")

RECITALS:

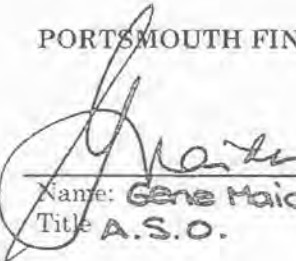
- A. The Owner is the registered owner of the following property: PT LT 10 CON 6 MARKHAM PT 1. 65R5742; MARKHAM (the "Property").
- B. The Region has requested the Owner's permission to enter on the Property for the purpose of access to abutting land for the YDSS Sewer Rehabilitation Project, Project No. 78536 (the "Works"), and the Owner has agreed to allow the Region to do so subject to the terms and conditions in this Agreement.

NOW THEREFORE in consideration of the mutual promises of the parties contained in this Agreement, the Region and the Owner agree as follows:

1. The Owner hereby covenants and agrees that the Region, its officers, employees, servants, contractors, contractor's workers, agents, consultants, and invitees with all necessary vehicles, machinery, equipment, and material, may forthwith and at any time enter on the Property for the purpose of carrying out the Works during the period commencing on January 15, 2015 and ending July 31, 2016.
2. Following completion of the Works, the Region shall restore, so far as possible, any part of the Property that is disturbed by said entry to as close to its original condition as is reasonably possible.
3. The Region will fully indemnify and save harmless the Owner from any liability, suit, claim, demand, fine, action, or proceeding of any kind for which the Owner may become liable or suffer by reason of the use of the Property by the Region or those for whom the Region is in law responsible including any breach of or non-performance by the Region of any provision of this Agreement saving and excepting any negligence by the Owner, its officers, employees, contractors, or invitees.
4. This Agreement, including any attached schedules, constitutes the entire agreement between the parties, and there is no representation, warranty, collateral agreement, or condition affecting this Agreement or the Property.
5. The provisions of this Agreement shall extend to, bind and enure to, the benefit of the heirs, executors, administrators, successors, and assigns, as the case may be, of each of the parties.
6. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts shall be accepted in original, electronic, or facsimile form, and the parties to this Agreement adopt any signatures received by receiving facsimile or electronic mail as original signatures of the parties.
7. The Region will arrange for a full power sweeping of the entire property (4981 Highway 7 East) upon the completion of their work.

This PERMISSION TO ENTER AGREEMENT is effective on the date written above.

PORTSMOUTH FINANCIAL CORPORATION


Name: Gene Maida
Title: A.S.O.

Name:

Title:

I/We have authority to bind the corporation.

Authorized by:
By-Law: 2014-18

THE REGIONAL MUNICIPALITY OF YORK

Approved by: _____

Name: Dino Basso

Title: Commissioner, Corporate Services

Teresa Hancock, Law Clerk
E-mail: thancock@pallettvalo.com
Direct Line: (905) 273-3022 x. 242

BY MAIL

June 15, 2015

Arcturus Realty Corporation
Attention: Kate Zidarova
304 The East Mall
Suite 900
Toronto, Ontario M9B 6E2

Ex. NBC 593089
LEASE 619680

Dear Ms. Zidarova:

Re: Bell Canada Telecommunications License Agreement with Portsmouth Financial Corporation ("Portsmouth") – 4981 Highway 7 East, Markham, Ontario (the "Property")
Our File No. 74175

We are the solicitors for Portsmouth who sold the Property on June 1, 2015 to Cachi Holdings Inc. (the "Purchaser") whose address for service is: 2441 Yonge Street, 2nd Floor, Toronto, Ontario M4P 2E7. The Purchaser assumed the above contract on the closing of this transaction.

Please amend your records accordingly and direct all future correspondence relating to the license agreement directly to the Purchaser.

Yours very truly,

PALLETT VALO LLP

T Hancock

Per: Teresa Hancock
Law Clerk
Copy - Client

Smith, Susan

From: Teresa Hancock [thancock@pallettvalo.com]
Sent: Thursday, September 03, 2015 12:55 PM
To: Smith, Susan
Subject: RE: Bell Canada License Agreement - 4981 Highway 7 East, Markham [PV-Active.FID507620]

Hi Susan,

The HST number for the Purchaser, Cachi Holdings Inc. is 8029285580.

Thanks,

Teresa

Teresa Hancock

Law Clerk Direct: 905.273.3022 x 242
Reception: 905.273.3300 Fax: 905.273.6920
thancock@pallettvalo.com Toll-Free: 1.800.323.3781
Website: www.pallettvalo.com

PALLET VALO LLP
Lawyers & Trade-Mark Agents Member of 

77 City Centre Drive, West Tower, Ste 300, Mississauga ON L5B 1M5

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From: Smith, Susan [<mailto:Susan.Smith@snclavalinom.com>]
Sent: August-28-15 4:51 PM
To: Teresa Hancock
Subject: Bell Canada License Agreement - 4981 Highway 7 East, Markham

Teresa,

I left a voicemail today with respect to the above-noted License Agreement and the new purchasers, Cachi Holdings Inc. We are a 3rd party asset manager for Bell, and I was wondering if you have a telephone number or HST # for Cachi Holdings. I need to enter their particulars into the system. Although, it is a no cost agreement, it's a standard request for the HST #.

Thank you.

Susan Smith

Lease Administrator
SNC-Lavalin, O&M Solutions Inc.
5025 Creekbank Road, 5th Floor
Mississauga, ON Canada L4W 0B6

Tel: 905-602-3323
susan.smith@snclavalinom.com

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