

**TELECOMMUNICATIONS LICENCE AGREEMENT
INFORMATION PAGE (POP)**

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENCE AGREEMENT dated the 15th day of July, 2019 between **RIOCAN MANAGEMENT INC.** as authorized agent for **RIOCAN (EMPRESS WALK) HOLDINGS INC.** as the Licensor and **BELL CANADA** as the Licensee. The information is as follows:

Building: The building(s) located on the land legally described in Schedule “F” (the “Lands”) and municipally known as described in Schedule “G” as may be amended by mutual agreement of the parties from time to time.

Floor Area of Deemed Area: At least 120 square feet as further detailed in Schedule “A”. The exact measurement of the Deemed Area may be verified by an architect or surveyor employed by the Licensor for that purpose and upon verification, an adjustment of the License Fee and the floor area will be made retroactively to the Commencement Date.

Commencement Date: 1st day of August 2019

Term: The period of ten (10) years, starting on the Commencement Date, and ending on July 31, 2029.

Licence Fee: The annual sum of One Thousand Four Hundred and Forty Dollars (\$1,440.00), plus applicable sales taxes.

Electrical Consumption Fee Estimate: \$ 0 plus applicable sales taxes, to be paid annually in advance due on the Commencement Date and each anniversary of the Commencement Date thereafter.

<u>Notices:</u>	<u>Licensor</u>	<u>Licensee</u>
	RIOCAN HOLDINGS INC. c/o RioCan Management Inc. 700 Lawrence Avenue, Suite 445 Toronto, ON M6A 3B4 Attention: Legal	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:	with a copy to:
	RioCan Management Inc. 2 Sheppard Avenue East Suite 400 Toronto, ON M2N 5Y7	Bell Canada Real Estate Services 87 Ontario St. West, 6th Floor Montreal, QC H2X 1Y8 Attention: Director, Strategic Asset Planning Fax: (514) 391-7990

Renewal Term(s): One (1) period of five (5) years.

TELECOMMUNICATIONS LICENCE AGREEMENT

This Licence Agreement made as of this 15th day of July, 2019

B E T W E E N:

RIOCAN MANAGEMENT INC., as agent for RIOCAN HOLDINGS INC.
(hereinafter the "**Licensor**")

- and -

BELL CANADA
(hereinafter the "**Licensee**").

1. DEFINITIONS

- (a) In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"**Affiliate**": means a company that is affiliated with another within the meaning of the Canada Business Corporations Act.

"**Agreement**": means this agreement, its Exhibits and Schedules and the Information Page.

"**Blackout Period**": means, in respect of each calendar year during the Term and any Renewal Term, the period commencing on November 15th in each calendar year and ending February 1st of the following calendar year.

"**Broadcasting**": means any transmission of programs, whether or not encrypted, by radio waves or other means of telecommunication for reception by the public by means of any device.

"**Building**": means the building situated on the Lands.

"**Business Day**": means a day that is not Saturday, Sunday, or a statutory holiday in the Province in which the Lands are located.

"**Cable**": means fibre optic, coaxial, copper cables and wires.

"**Confidential Information**" has the meaning set out in Section 38.

"**Commencement Date**": means the date stated as the Commencement Date on the Information Page.

"**Communications Equipment**": means cabinets, racks, electronic equipment and other equipment that (i) has been installed in the Building by the Licensee or a corporate predecessor of the Licensee before the date of this Agreement, or (ii) from time to time will be installed by the Licensee in the Deemed Area, in each case, with the prior written approval of the Licensor in accordance with Section 7.

"**Communications Spaces**": means telecommunications pathways and cable pathways in the Building used by the Licensee to provide Services to Customers located in the Building, which pathways are: (i) designated

by the Licensor, acting reasonably; and (ii) such other pathways used by the Licensee from time to time during the Term and any Renewal Term with the prior approval of the Licensor in accordance with Section 7.

"Connecting Equipment": means the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment or Cable or that is used to house or carry the Cable and (i) have been installed by the Licensee or a corporate predecessor of the Licensee before the date of this Agreement in the Building, or (ii) are described in Schedule "C" and are installed, or to be installed by the Licensee, through the Entrance Link, and the Communication Spaces in accordance with Schedule "C", and (iii) may be installed by the Licensee in the Building during the Term and Renewal Term with the prior written approval of the Licensor in accordance with Section 7.

"Consumer Price Index": means (All Items for Regional Cities, base year 1992=100) for the city in which the Building is located, or if there is no Consumer Price Index for that city, for the city in Canada nearest the Building for which there is a Consumer Price Index published by Statistics Canada (or by a successor or other governmental agency, including a provincial agency). If the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by the Licensor, acting reasonably, will be used. If a substitution is required, the Licensor will make the necessary conversions. If the base year is changed by Statistics Canada or the applicable governmental agency, the necessary conversions will be made.

"Cross Connection": means the connection of one wire or cable located in the Building under the management and control or ownership of one party to a wire or cable located in the Building under the management and control or ownership of another, by anchoring each wire or cable to a connecting block and placing a third wire between the two, or by any other means which complies with applicable law, and any other connection of the telecommunications system located in the Building or any of its components that is under the management, control or ownership of one party to that of another, or any of its components.

"CRTC": means the Canadian Radio-television and Telecommunications Commission, or any successor or replacement commission.

"Customer": means a tenant or occupant of premises in the Building who purchases or subscribes for services from the Licensee.

"Deemed Area": means the area described in Schedule "A".

"Electrical Consumption Fee": means a fee equal to the total cost of all electricity consumed in connection with the installation, operation and maintenance of the Licensee's Equipment, all as determined by the Licensor, acting reasonably, pursuant to Section 6.

"Entrance Cable": means the Cable installed or to be installed by the Licensee that connects the Licensee's telecommunications network from the property line of the Lands to the Communications Equipment and to the Main Distribution Frame and includes the tie Cables between the Communications Equipment and the Main Distribution Frame.

"Entrance Link": means the coresleeve, or other penetration designated by the Licensor, acting reasonably, through the Building's foundation walls or elsewhere containing the Entrance Cable.

"Equipment Room": means the area containing the Main Distribution Frame for the Building.

"Event of Default": has the meaning given to such term in Section 19.

"Existing Equipment": means that part of the Licensee's Equipment installed before the Commencement Date.

"Fee": means any amount payable by the Licensee under this Agreement.

"Hazardous Substance": means any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Building is situated or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenyls, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

"In-Building Wire": has the meaning given to such term by the CRTC and includes copper wires, Cable and other facilities which originate in the Equipment Room and run to the telephone closet on each floor of the Building and thereafter to but not within the premises of the Customers.

"Information Page": means the sheet attached to this Agreement as "Page IP".

"Inside Wire": means wires and other facilities which are usually in, or in proximity of, premises of a Customer, and which are under the Customer's responsibility and control.

"Lands": means the lands municipally described on the Information Page.

"LEC": means a local exchange carrier regulated by the CRTC.

"Licensee's Equipment": means the Communications Equipment and the Connecting Equipment.

"Licence Fee": means the annual sums stated as the Licence Fee on the Information Page in respect of the Licensee's use of space in the Building.

"Main Distribution Frame": means the main distribution frame or other physical location for the Cross Connection of a TSP's Entrance Cable to the In-Building Wire located in the Building.

"Multi-Dwelling Unit Building": has the meaning given to search term by the CRTC in Decision 2003-45 constituting a building with at least two units and at least one unit occupied by a tenant.

"Owner(s)": means the owner or owners from time to time of the freehold or leasehold title of the Lands, the Building or either of them.

"Plans and Specifications": means the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Section 7(a).

"Prime": means the rate quoted from time to time as its "Prime Rate" for commercial loans by The Toronto Dominion Bank.

"Recoverable Costs": means the costs and expenses listed in on Schedule "D" for building services requested of the Licensor by the Licensee and such other costs and expenses incurred by the Licensor arising or resulting from or caused by the Licensee's construction and installation activities, in each case, relating to the provision of the Services in the Building. However, Recoverable Costs shall not include costs that: (i) would otherwise be incurred by the Licensor if the Licensee had not undertaken the construction and installation activities relating to the provision of the Services in the Building, (ii) costs that have already been incurred by the date of execution of this Agreement, (iii) costs associated with the negotiation, management, administration and monitoring of this Agreement or of other agreements with TSPs, and (iv) except for charges for costs and expenses identified in Schedule "D" in connection with services provided by the Riser Manager, fees in relation to a Riser Manager.

"Released Licensee Persons": means the Licensee and the officers, directors, employees, agents and contractors of the Licensee.

"Released Licensor Persons": means the Licensor, the Owner(s), the property manager of the Building and any lender that holds security on the Building or the Lands, and each of their respective officers, directors, employees, agents and contractors.

"Renewal Term": means the renewal term(s) noted on the Information Page.

"Riser Manager": means a person or entity retained by the Licensor to provide management and supervision services for all or part of the raceways, risers, ducts, conduits, sleeves, communications pathways (including the Communications Spaces), roof areas and other telecommunications related facilities in or serving the Building.

"Services": means the telecommunications or other communications services to be provided by the Licensee to Customers.

"Term": means the period of time stated as the term of this Agreement on the Information Page.

"TSP": means a telecommunications or other communications service provider.

2. GRANT

- (a) The Licensor grants to the Licensee for the Term and any Renewal Term, a non-exclusive licence:
 - (i) to install, operate, maintain, repair, improve, upgrade, replace, remove and supplement, in each case at the Licensee's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment and Cable;
 - (ii) to use the Entrance Link, Main Distribution Frame and Communications Spaces solely for the purposes set out in this Agreement;
 - (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and
 - (iv) to connect the Licensee's Equipment to the In-Building Wire and Inside Wire.in each case, solely to the extent required in connection with the Licensee's provision of the Services to the Customers.
- (b) The Licensee shall be provided access to the Lands and Building in order to exercise its non-exclusive licence, twenty-four hours per day, three hundred and sixty five days per year subject to:
 - (i) the Licensor's reasonable security requirements;
 - (ii) the notice requirement as provided in Section 9(b);
 - (iii) an event of Force Majeure as provided in Section 32;
 - (iv) the rights of occupants and tenants of the Building;

- (v) Licensor's reasonable rules and regulations, as communicated in writing in advance to the Licensee and as same may be amended from time to time; and
 - (vi) all applicable laws and other government requirements including fire and building code regulations.
- (c) The Licensee shall use the Equipment Room and Deemed Area for the sole purpose of providing Services to the Customers. The Licensee is not permitted to use the Lands, Building or any part thereof or any equipment, cabling, wires, pathway or connections in any way to provide telecommunications or other communication services to other customers or persons occupying space located outside of the Building.
- (d) The Licensor may at any time, require the Licensee, to relocate within the Building any or all of the Licensee's Equipment and/or the Deemed Area. Upon receipt of not less than one hundred and twenty (120) days advance written notice from the Licensor (a "Relocation Notice") the Licensee shall relocate the Licensee's Equipment and/or the Deemed Area, as the case may be, to the location within the Building specified by the Licensor, which location must not, in the opinion of the Licensee, acting reasonably, have a material adverse effect on the Licensee's ability to provide the Services in accordance with this Agreement. If the Relocation Notice requires the relocation of the Licensee's Equipment and/or the Deemed Area to occur within the first two (2) years after the Commencement Date, the Licensor will be solely responsible for the direct, reasonable, out of pocket expenses incurred by the Licensee to relocate the Licensee's Equipment and/or the Deemed Area (the "Relocation Costs"), and if the Relocation Notice does not require the relocation of the Licensee's Equipment and/or the Deemed Area to occur until after that two (2) year period, the Relocation Costs will be shared equally by the Licensor and the Licensee unless the relocation is primarily required to accommodate another TSP in which case, the Licensee will not be required to pay any part of the Relocation Costs. The Licensor shall permit the Licensee to effect any relocation of the Licensee's Equipment and/or the Deemed Area using a procedure that will ensure that the relocated Licensee's Equipment is operational for providing Services to the Customers prior to discontinuing Service to the Customers from the previous service location. If a Relocation Notice is delivered, the Licensee, will, within fifteen (15) days after its receipt deliver written notice to the Licensor setting out particulars of its estimate of the Relocation Costs, and the Licensor will be entitled to rely upon that estimate in proceeding with the relocation of the Licensee's Equipment and/or the Deemed Area. The Licensor may at any time within fifteen (15) days after receipt of the Licensee's estimate of the Relocation Costs rescind its Relocation Notice by giving written notice to the Licensee to that effect.
- (e) The Licensor makes no warranty or representation that the Equipment Room, Deemed Area, the Communications Spaces or any part of the Building is or are suitable for the Licensee's use.
- (f) The Licensor may grant, renew or extend licences to other TSPs. The Licence granted by this Agreement is revocable only in accordance with the express terms of this Agreement.
- (g) The Licensee agrees to assist the Licensor in improving the space and operating efficiencies within the Building by undertaking the following, at the Licensee's cost, at the request of the Licensor and within timeframes approved by the Licensor, acting reasonably:
 - (i) identifying Existing Equipment;
 - (ii) upon reasonable request from the Licensor, examining, identifying and labelling specific items of Existing Equipment;
 - (iii) subject to Section 2(d), relocating and reconfiguring the Existing Equipment; and

- (iv) upon request from the Licensor and with reasonable time to respond in the circumstances, providing to the Licensor its existing available information on its Existing Equipment, e.g. types of wiring, wiring casings, materials used in the Existing Equipment, sizes, capacities and other information, where that other information 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.
- (h) The relationship between the Licensor and the Licensee 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.

3. FEES

- (a) The Licensee agrees to pay the Licence Fee for use of the space in the Building to the Licensor annually in advance without any set-off, deduction or abatement whatsoever in accordance with the Information Page. The Licensee also agrees to pay the Electrical Consumption Fee (if applicable pursuant to Section 6 below) to the Licensor annually in advance without any setoff, deduction or abatement whatsoever in accordance with the Information Page.
- (b) The Licensee shall also pay to the Licensor any Recoverable Costs incurred by it within sixty (60) days after receipt of each itemized invoice, without deduction or set off.
- (c) Interest will accrue at that rate of interest that is three percent (3%) greater than Prime on any arrears of Fees payable by the Licensee, and will be payable when payment of the interest is demanded.
- (d) Value added taxes and similar taxes such as "HST" or "GST" are payable by the Licensee on all Fees. The Licensor shall issue invoices to the Licensee for all fees and applicable taxes that include the information required under the *Excise Tax Act* (Canada) and its regulations. The Licensor will maintain records of all amounts invoiced to the Licensee, and all supporting documentation, for a period of seven years from the date of payment of the relevant invoice.
- (e) The Licensor is registered under Subdivision d of Division V of Part IX of the Excise Tax Act (Canada) and has been assigned GST/HST Number R123274185. The Licensor shall provide the Licensee with immediate written notice upon and of any change to its GST/HST or QST registration status.

4. TERM - OPTION TO RENEW

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page.
- (b) Provided that the Licensee is not then in default beyond applicable cure periods of any of its material obligations under this Agreement, this Agreement will automatically be renewed for the Renewal Term(s) unless the Licensee gives the Licensor at least one hundred and twenty (120) days written notice prior to the end of the Term of the Licensee's intention not to renew. Each Renewal Term will be governed by the same terms and conditions set out herein except for: (i) the Licensee has no further right to renew, and (ii) the Licence 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

start of the previous Renewal Term (if any) as the case may be, to the start of the applicable Renewal Term.

5. USE

The Licensee shall use the Communications Spaces, Deemed Area and the Equipment Room in the Building solely for the purpose of providing Services to the Customers. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide the Services. This Agreement does not provide for the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment or Broadcasting.

6. ELECTRIC UTILITIES

The Licensor shall estimate, acting reasonably, the annual amount of the Electrical Consumption Fee and deliver details of same to the Licensee on or prior to sixty (60) days in advance of the each annual anniversary of the Commencement Date. At the Licensor's request, Licensee will provide Licensor with an electrical load calculation for Licensee's Equipment, prior to installation or from time to time during the Term, to determine the total estimated annual cost of all electricity consumed in connection with the installation, operation and maintenance of the Licensee's Equipment. If the electrical load calculation indicates that Licensee's Equipment does not consume hydro, then the Electrical Consumption Fee may be waived by the Licensor, at its sole discretion. If the electrical load calculation indicates that Licensee's Equipment is consuming hydro then such estimated annual cost shall be paid by the Licensee annually in advance in accordance with the Information Page. Licensor has the right to audit Licensee's Equipment at anytime to ensure that the Licensee's power consumption is in accordance with its estimated electrical load calculation and may adjust the Electrical Consumption Fee charged in accordance with such audit. Alternatively, where feasible, the Licensee may install a meter at its cost (and as approved by the Licensor in accordance with Section 7) and in that case it will pay for its electricity consumption directly to the utility supplier.

Alternatively, the Licensor may require the Licensee to be responsible for contracting with and procuring all electrical services, if any, which are necessary for the Licensee's Equipment. Licensee shall pay for all costs of meters, sub meters, wiring, risers, transformers, electrical panels, lighting, air conditioning and other items, if any, required by Licensor which in Licensor's sole judgement, are necessary to accommodate Licensee's design loads and capacities, including, without limitation, the installation, operation and maintenance thereof. Notwithstanding the foregoing, Licensor may withhold consent for Licensee's installation of any wiring, risers, transformers, electrical panels, lighting, air conditioning systems, or other equipment if, in Licensor's sole judgement, acting reasonably, the same are not necessary or would cause damage or injury to the Building or cause or create a dangerous or hazardous condition or entail excessive or unreasonable alterations or repairs to the Building, or would interfere with or create or constitute a disturbance to other TSPs, tenants or occupants of the Building. In no event shall Licensor incur any liability for Licensor's refusal or withholding of consent, not to be unreasonably conditioned, withheld, or delayed, for Licensee's installation or modification of, any such electrical facility or Licensee's Equipment.

Licensor shall notify Licensee in advance of any planned utility outages that may interfere with Licensee's Equipment use but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages provided that not less than thirty (30) days' prior written notice was provided by the Licensor, to the Licensee, by such reasonable period, as mutually agreed by the parties, prior to any planned utility outage. Licensor has no obligation to provide emergency or "backup" power to Licensee. Any provision of emergency or "backup" power shall be the sole responsibility of, and at the sole cost of, the Licensee.

7. **CONSTRUCTION TO INCLUDE COSTS FOR 3RD PARTY REVIEW OF DRAWINGS BY A TELECOM CONSULTANT**

- (a) Subject to what is stated below and as outlined in Schedule "E" Scope of Work, prior to performance of any work in the Building, the making of any installation in the Building, and any changes, alterations, removals or upgrades to any existing work or installation in the Building (collectively, the "**Licensee Work**"), the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for the Licensee Work detailing the type, size and location of the Licensee's Equipment that is proposed to be installed, changed, altered, upgraded or removed, the Communication Spaces to be used by the Licensee and the Deemed Area, all specifically describing the proposed Licensee Work. 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. No Licensee Work shall commence until the Licensor has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. 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, nor that the Plans and Specifications comply with applicable laws, rules or regulations or the codes, standards and guidelines attached in Schedule "C-1", as same may be amended or updated by the Licensor from time to time provided that delivery of updated Schedule "C-1" is made to Licensee in writing in advance. The responsibility to ensure Equipment will not cause interference with other systems in the Building and for the Plans and Specifications to comply with applicable laws, rules or regulations shall remain with the Licensee. Despite what is stated above, only an initial "Bay Layout", which may be amended by the Licensee from time to time in order to document future spaces designated by the Licensor as Deemed Areas or Equipment Rooms during the Term and any Renewal Term, will be required in respect of equipment intended to be installed in the racks installed inside the Deemed Area 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 venting and/or cooling of such heat and electrical consumption. Notwithstanding anything to the contrary herein, the Licensor's written approval will not be required to make minor alterations or improvements to the Equipment Room and/or the Communications Spaces, provided that such alterations and/or improvements, as applicable, do not: (i) impact on the electrical, mechanical, plumbing, life safety or other similar systems within the Building, or with the structure or structural elements thereof; and/or (ii) interfere with the use, occupation and enjoyment of tenants or occupants of the Building.
- (b) The Licensee warrants that (other than the Existing Equipment) the installation of the Licensee's Communications Equipment, Connecting Equipment, Entrance Cable, Cable and all Licensee's Work shall be in completed in strict compliance with the approved Plans and Specifications.
- (c) The Licensee agrees that all Licensee Work shall be performed:
- (i) in a neat, responsible, and good and workmanlike manner;
 - (ii) strictly consistent with such reasonable requirements as shall be imposed by the Licensor and communicated in advance to the Licensee in writing;
 - (iii) in accordance with all applicable laws, rules and regulations and the Codes, Standards and Guidelines attached in Schedule "C-1", as same may be amended

or updated by the Licensor from time to time provided that delivery of updated Schedule "C-1" is made to Licensee in writing in advance; and

- (iv) using only contractors approved in advance, acting reasonably, in writing by the Licensor.
- (d) The Licensee shall label each Cable installed by the Licensee on or after the date of this Agreement in the Communications Spaces, in each telephone closet through which the Cables pass, and, in addition, at any intervals and at additional locations that the Licensor might reasonably require. The labelling will be in a format approved by the Licensor acting reasonably.
- (e) The Licensee shall obtain, at its sole cost and expense, prior to commencing the Licensee Work any necessary permits, licences and approvals, copies of which will be delivered to the Licensor prior to commencement of the Licensee 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.
- (f) The Licensee shall not, during the performance of the Licensee Work or otherwise block access to or in any way obstruct, interfere with or hinder the use of the Building's common areas, loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways.
- (g) The Licensee may amend or supplement the Plans and Specifications approved by the Licensor, from time to time, with the prior written consent of the Licensor, for the purpose of providing the Services to the Customers. All terms and conditions of this Section 7 shall apply to amended Plans and Specifications.
- (h) Prior to the installation of any additional Licensee's Equipment under this Agreement, the Licensee will also provide to the Licensor whatever 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 ten (10) Business Days after written request.

In the event of a conflict between this Agreement and Schedule "E" Scope of Work, this Agreement shall prevail.

- (i) Notwithstanding anything to the contrary contained in this Agreement, in no event shall Licensee's Work or removal of Equipment as provided in Section 20 be carried out during a Blackout Period.

8. COVENANTS

- (a) The Licensee covenants as follows:
 - (i) The Licensee shall, at its sole cost and expense, maintain and repair the Deemed Area and the Licensee's Equipment in proper operating condition and maintain them in satisfactory condition as to safety and in accordance with all applicable laws, rules and regulations and the Codes, Standards and Guidelines attached in Schedule "C-1", as same may be amended or updated by the Licensor from time to

time provided that delivery of updated Schedule "C-1" is made to Licensee in writing in advance.

- (ii) The Licensee shall, at its sole cost and expense, repair any damage to the Lands, Building, Communications Spaces 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 or the Lands where such damage is caused by the Licensee or any of its agents, representatives, employees, contractors, subcontractors, invitees or those other persons for whom the Licensee is at law responsible. If the Licensee fails to repair or refinish the damage, upon thirty (30) day's prior written notice or such other period as is reasonably required to cure the default provided Licensee commences to cure expeditiously and diligently proceeds with such repair or refinishing, the Licensor may repair or refinish such damage and the Licensee shall reimburse the Licensor, on demand, for all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs.
- (iii) The Licensee will not interfere with the use and enjoyment of the Building by the Licensor or by lessees, or licensees of the Licensor or tenants or occupants of the Building. If such interference occurs, the Licensor may give the Licensee written notice thereof and the Licensee shall take steps to remedy such interference as soon as possible but not more than 48 hours after receipt of notice. If the Licensee fails to correct the interference after proper notification, the Licensor may take action to correct same, all at the reasonable cost of the Licensee, plus an administration fee equal to 15% of those costs.
- (iv) The Licensee's Equipment shall not disrupt, adversely affect, or interfere with other TSPs, the Building's operating, elevator, safety, security, or other systems, or with any tenant's or 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 neighbouring properties. The Licensee shall correct such interference as soon as possible but not more than forty-eight (48) hours after receiving written notice of such interference failing which Licensor shall have the option to take any reasonable action it deems appropriate in the circumstances (the costs of which shall be payable by the Licensee, plus an administration fee equal to fifteen percent (15%) of those costs). The Licensee shall, on demand, reimburse the Licensor for all costs incurred by the Licensor and make payment of the administration fee.
- (v) The Licensee will comply with all building rules, as periodically adopted by the Licensor acting reasonably, and communicated in writing in advance to the Licensee and will cause its agents, employees, contractors, invitees and other persons for whom the Licensee is at law responsible to comply with such building rules.
- (vi) The Licensee will comply with all applicable laws, rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Deemed Area, the Equipment Room, the Licensee's Equipment and In-Building Wire, including the Licensee's provision of Services and with the Codes, Standards and Guidelines attached in Schedule "C-1", as same may be amended or updated by the Licensor from time to time provided that delivery of updated Schedule "C-1" is made to Licensee in writing in advance.

- (vii) 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 or any other Licensee's Equipment. Despite the foregoing, the Licensor acknowledges and agrees that the Licensee is permitted to allow other local exchange carriers to connect to and use copper In-Building Wire under its responsibility and control and conversely, to connect to and use copper In-Building Wire under the control and responsibility of other TSPs, at no cost.
 - (viii) Subject to Schedule "B", except as required or mandated by the CRTC, the Licensee will not permit any other TSP to co-locate equipment in its Deemed Area nor will it permit any TSP to Cross Connect to any of the Licensee's Equipment or to use any part of the Licensee's Equipment for the purpose of providing telecommunication or other communication services to customers in the Building.
 - (ix) The Licensee will 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 where disruption of the operation or use of the Licensee's Equipment or any part of it would have the effect of disrupting service to persons outside of the Building.
 - (x) The Licensee will strictly comply with all occupational health and safety legislation, Workers' Compensation legislation, and other applicable laws, rules and regulations relating to performance of the Licensee Work and adherence to safety standards, as applicable.
 - (xi) If the Licensor elects to retain a Riser Manager, the Licensee will, to the extent directed by the Licensor (i) recognize the Riser Manager as the duly authorized representative of the Licensor. and (ii) abide by all reasonable policies, directions and decisions of the Riser Manager pertaining to use of the raceways, risers, ducts, conduits, sleeves, communications pathways (including the Communications Spaces), roof areas and other telecommunications related facilities in or serving the Building and the installation and operation of Licensee Equipment having regard to safety, operational and building integrity concerns, provided such policies, directions and decisions are consistent with the terms of this Agreement. Notwithstanding the foregoing, unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any Riser Manager or any other third party for any In-Building Wire but Licensee shall follow requirements of any Riser Manager.
- (b) The Licensor covenants:
- (i) To operate, repair and maintain the Building and building systems and the Lands in a safe and proper operating condition and in accordance with applicable laws and regulations and accepted building industry standards;
 - (ii) 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 is expressly provided for in this Agreement;
 - (iii) 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 fifteen percent (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 Work and for all other construction, installation and operations conducted by the Licensee on the Lands and in the Building; and

- (iv) If the operation of the Licensee'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 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, use reasonable efforts (without the expenditure of funds) to assist the Licensee in removing or minimizing the interference within a time frame that is reasonable having regard to the nature and extent of the interference.

9. ACCESS

- (a) Subject to the conditions in Section 2(b), the Licensee's authorized representatives may have access to the Equipment Room at all times during normal business hours, and at other times as agreed to by the parties in advance, for the purposes of installing, maintaining, operating, improving and repairing the Licensee's Equipment. Subject to the conditions in Section 2(b), the Licensor will give the Licensee's authorized employees or properly authorized contractors, subcontractors, and agents of the Licensee ingress and egress to the Lands, Building and Communications Spaces including non-exclusive use of an elevator during normal business hours, and at other times as agreed to by the parties in advance. However, only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of the Licensee, authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building, Communications Spaces, Equipment Room, or other areas in the Building and only upon the conditions set forth in this Agreement. The Licensee shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communication Spaces, Equipment Room, or other areas in the Building or on the Lands.
- (b) Except in the event of an emergency and as described below, the Licensee will give at least twenty-four (24) hours prior written notice to the Licensor of its intent to enter Communications Spaces. At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. For routine service activations and repair visits to the Building during normal business hours for which purposes the Licensee requires access without advance notice in order to meet its CRTC mandated service provisioning and service repair intervals this notice may be given at the time of the entry, to the security person, or other person designated for that purpose by the Licensor. Any person who accesses the Communication Spaces, or any other part of the Building outside of normal business hours, may be required by the Licensor to be accompanied by a representative of the Licensor designated for that purpose and the cost of providing this form of accompaniment or supervision (unless such escort is already on-site and being paid in the ordinary course) will be paid by the Licensee to the Licensor based on hourly wage and the employment cost plus an administration fee of fifteen percent (15%). This escort fee shall not apply if it is recovered from the Customers through the operating costs of the Building charged to the Customers under their leases. In the event of any emergency, the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Communications Spaces and, within five (5) Business Days following the entry, shall provide to the Licensor a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.

- (c) Nothing in this Agreement shall prohibit or otherwise restrict the Licensors and its representatives from having access to and to enter upon and into the Equipment Room or any Deemed Area for the purpose of inspections, conducting maintenance, repairs and alterations which the Licensors wishes to make in connection with the Building, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room, Deemed Area, or the Building or for such other purposes as the Licensors considers necessary. Where such inspections, maintenance, repairs and /or alterations may interfere with the use and enjoyment of the Equipment Room and Deemed Area by the Licensee, the Licensors will endeavour to proceed with such work in a manner so as to minimize interference to the Licensee. The Licensors will, however, except in case of an emergency, give the Licensee at least twenty-four (24) hours advance notice before entry into the Deemed Area and, at the *option* of the Licensee, will be accompanied by a representative of the Licensee if the Licensee makes a representative available for that purpose within forty-eight (48) hours of the Licensee's receipt of the Licensors's notice.

10. INSURANCE

- (a) The Licensee shall maintain in force, at its expense, during the Term of this Agreement and any Renewal Term, a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Licensors, acting reasonably, insuring the Licensee and, as additional insureds (except under non-owned automobile liability), the Licensors, the Owner(s), and any property manager or any lender that holds security on the Building that the Licensors may reasonably designate by written notice, for only matters arising out of the negligence of Bell, its employees, agents and contractors as related to the operations of the Licensee in the Building, with a combined single limit of at least Ten Million Dollars (\$10,000,000.00) per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Building and tangible property of the Licensors in the Building. The Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies, will contain owners' and contractors' protective coverage, standard non-owned automobile coverage only for the Licensee, contingent employer's liability insurance, a cross liability and severability of interests clause, and be written on an occurrence basis.
- (b) The Licensee will also maintain (i) an automobile liability insurance policy, and (ii) all risk property insurance on the Licensee's Equipment with a sufficient insured limit to cover its replacement cost and with a waiver of subrogation against the Licensors from the property insurers or, alternatively, the Licensee may self insure for the full replacement cost of the Licensee's Equipment.
- (c) The Licensee's Commercial General Liability insurance shall be primary insurance insofar as the Licensors, and the Licensee are concerned, with any other insurance maintained by the Licensors being excess and non-contributing with the insurance of the Licensee required hereunder with respect to the extent of the negligence of Licensee and those over whom it is responsible in law.
- (d) The Licensee shall provide proof of such insurance to the Licensors prior to commencement of any construction and notify the Licensors, in writing, that a policy is cancelled at least thirty (30) days prior to such cancellation. Annually, on the anniversary of the Commencement Date, or upon renewal of the respective policies as the case may be, the Licensee shall provide proof of such insurance in the form of insurance certificates signed by the Licensee's insurance brokers or its insurers' authorized representatives and in form, content, and detail consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) to the Licensors, acting reasonably.

- (e) The Licensor will maintain all risk property insurance on the Building.
- (f) The Licensee will obtain, if applicable, boiler and machinery insurance on a repair and replacement basis on all equipment owned or leased by the Licensee or owned by others, but in the care, custody or control of Licensee and located within the Equipment Room.

11. RELEASE BY LICENSEE

In no event will the Licensor be liable to the Licensee for:

- (a) any damage to the Licensee's Equipment, Equipment Room, and Deemed Area or loss of, or use of such property;
- (b) the quality, adequacy, compatibility or sufficiency of any Communication Spaces, Cross Connection, Entrance Link, Deemed Area, Equipment Room, In-Building Wire, Inside Wire or other portion of the Building provided to the Licensee hereunder, it being acknowledged by the Licensee that all Building Communication Spaces are provided "as is" and "where is", the use of which is at the sole risk of the Licensee;
- (c) the activities of any third party, under the terms of another telecommunications access licence or similar agreement, whether or not the party has been escorted while within the Building;
- (d) 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; or
- (e) the inadequacy of any utility service, or the loss of or the failure to provide any utility service save and except for the failure of the Licensor to provide reasonable prior written notice in accordance with Section 6. The Licensee acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon and the Licensee further acknowledges that any sensitive Licensee Equipment in and on the Building will be protected by the Licensee from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems.

This release extends to any acts or omissions of the Licensor but not to any negligent, grossly negligent or wrongful wilful acts or omissions of the Licensor.

12. MUTUAL RELEASE

Notwithstanding anything to the contrary in this Agreement:

- (a) Subject to subsections (b) and (c), each of Licensor and Licensee hereby releases the other and waives all claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible.
- (b) Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party and proceeds which would have been received if the releasing party obtained all insurance required to be obtained by it under this Agreement and for this purpose deductible amounts shall be deemed to be proceeds of insurance received.

- (c) Notwithstanding anything to the contrary in this section, Licensor and Licensee shall each be liable to any third person (being any person other than Licensor or Licensee) to the extent of their respective fault or negligence and each shall be entitled to full indemnity and contribution from the other to the extent of the other's fault or negligence.

13. MUTUAL INDEMNITY

To the extent not released under Section 12, each party shall indemnify and save harmless the other from all liabilities, damages, losses or expenses arising out of:

- (a) any breach by the indemnifying party of any covenant or condition in this Agreement;
- (b) any loss, cost or expense arising from or occasioned by the act, fault or negligence of the indemnifying party, its officers, agents, servants, employees, contractors, customers, invitees or licensees.

Such indemnity shall survive the termination of this Agreement, anything in this Agreement to the contrary notwithstanding.

14. LIENS

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 Licensee. The Licensee shall also indemnify, hold harmless and defend the Licensor and Owner(s) 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 ten (10) 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 such amounts as are paid by the Licensor.

15. EXPANDED MEANINGS - AGENCY AND TRUST

- (a) Neither the Licensor nor the Released Licensor Persons nor the Licensee nor the Released Licensee Persons will be liable to the other (regardless of any other provision of this Agreement), in respect of any indirect, special, incidental or consequential damages of Licensor, Released Licensor Persons, Licensee or Released Licensee Persons, 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 and whether or not such loss or claim may have arisen out of the negligence (including, without limitation, gross negligence) of the Licensor, Released Licensor Persons, the Licensee or any Released Licensee Persons.
- (b) Wherever a release is provided for under this Agreement in favour of the Licensor, it will be deemed to include the Released Licensor Persons. The Licensor acts as agent or trustee for the benefit of the Released Licensor Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.
- (c) Wherever a release is provided for under this Agreement in favour of the Licensee, it will be deemed to include the Released Licensee Persons. The Licensee acts as agent or trustee for the benefit of the Released Licensee Persons, and each of them, to allow them to enforce

the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.

16. ASSUMPTION OF RESPONSIBILITY AND CONTROL

The Licensor reserves its right, consistent with the applicable decisions and rulings of the CRTC, to request the Licensee to transfer responsibility and control of its In-Building Wire. Such transfer shall be at the sole discretion of the Licensee and on terms and conditions acceptable to the Licensee. If the Licensor assumes responsibility and control of In-Building Wire installed by the Licensee, it will be entitled to recover the reasonable costs of its maintenance and management to the extent permitted by the CRTC.

17. ASSIGNMENT, SUBLICENSING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE LICENSEE

- (a) The 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. Despite what is stated above, the Licensee may assign its rights under this Agreement, on a *bona fide* basis, to an Affiliate, without the prior written consent of the Licensor, or to a purchaser of substantially all of the assets of the Licensee if: (i) the assignee executes an agreement with the Licensor to be bound by the terms of this Agreement and agrees to pay the reasonable costs of the Licensor incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of the Licensee, an assignment in respect of which the Licensor's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Licensor those reasonable particulars which the Licensor requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Licensor reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement mentioned above and to satisfy itself that the requirements stipulated above are satisfied.
- (b) No assignment whether to an Affiliate or otherwise, shall release the Licensee from any liability or obligation under this Agreement, unless the Licensor provides a release in writing.
- (c) Subject to Schedule "B", 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 TSP and will not mortgage or encumber its rights under this Agreement in favour of any lender without the Licensor's consent.
- (d) 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 17.

18. HAZARDOUS MATERIALS

The Licensee shall not install, bring upon, or use any Hazardous Substance into or on the Building or Lands except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Licensee's business in the Building, and provided that any such use is in compliance with all applicable laws. The Licensee shall indemnify and hold the Released Licensor Persons and any party the

Licensors are responsible for at law, harmless from any claim, loss, cost, damage, or expense resulting from any breach regarding the installation or use of any Hazardous Substance brought into or on the Lands or Building by the Licensee or those for whom it is responsible at law, including any and all costs incurred in remedying such breach.

19. EVENTS OF DEFAULT - TERMINATION REMEDIES

- (a) Each of the following events shall be deemed to be an Event of Default by the Licensee under this Agreement:
 - (i) the Licensee defaulting in the payment of any License Fee, Electrical Consumption Fee, or portion thereof, or other sum of money due to the Licensor and such default continues for more than five (5) 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, which interference is not cured 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 telecommunications 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 of any 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 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 material obligations under this Agreement and such default shall continue for more than fifteen (15) Business Days after written notification of such default by the Licensor to the Licensee.
- (b) Upon or after the occurrence of an Event of Default the Licensor may elect to terminate this Agreement without limiting its other remedies.
- (c) If the Licensor shall default in the observance or performance of any of the Licensor's material obligations under this Agreement and such default shall continue for more than fifteen (15) Business Days after written notification of such default by the Licensee to the Licensor or such other period as required to cure the default provided Licensor commences to cure, the Licensee may terminate this Agreement without limiting its other remedies.

20. RESTORATION OBLIGATIONS

- (a) At the expiration or earlier termination of this Agreement, the Licensee shall, at the Licensee's sole cost and expense, without liens, remove the Entrance Cable, and all other items of the Licensee's Equipment (and Licensee shall repair all damage caused by such removal) except any part of it that by agreement between the Licensee and the Licensor has been acquired by the Licensor. This right to remove the Entrance Cable and all other items of the Licensee's Equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to other TSPs. If any property that is required to be removed is not so removed within sixty (60) Business Days after the termination, such calculation of Business Days shall not count if within the Blackout Period, the property shall 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 Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to fifteen percent (15%) of the cost.
- (b) If due to CRTC mandated obligations upon the Licensee to provide services to other TSPs, the Licensee is not required by Section 20(a) to remove the Entrance Cable or other items of the Licensee's Equipment ("Exempted Items") then despite the expiration or termination of the Term of this Licence, all of the obligations of the Licensee under this Agreement will continue in full force and effect except that the obligation to pay the Licence Fee will be suspended so long as the Licensee does not provide Services. That 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 20(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 Licensor, or a successor of the Licensor, the Licensee will be exempted from the obligation to remove the Exempted Items.

21. LICENSOR'S ALTERATIONS

Despite anything else in this Agreement, the Licensor may, at any time, make any changes in, additions to or relocations of any part of the Building, may grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building, may close all or any part of the Building to such extent as the Licensor considers necessary to prevent the accrual of any rights in them to any persons and the Licensor 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 provided that the Licensee is notified of any anticipated interruption to the Licensee's rights under this Agreement. No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

22. NOTICES

Any demand, notice or other communication to be made or given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date of delivery, provided that delivery is made before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next

following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated on the Information Page. Notices given by electronic means will not be considered to have been given in writing.

23. LICENSEE'S EQUIPMENT TO REMAIN PERSONAL PROPERTY

Except as otherwise provided in this Agreement, the Licensee's Equipment, Entrance Cable and In-Building Wire shall remain personal property of the Licensee although it may be affixed or attached to the Building, and shall, during the Term of this Agreement, or any Renewal Term, and upon the expiration of this Agreement belong to and, subject to Section 20, be removable by the Licensee.

24. LICENCE ONLY

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 Building, Communications Spaces, or Equipment Room by virtue of this Agreement or the Licensee's use of the Building, Communications Spaces or Equipment Room. The relationship between the Licensors 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.

25. LIMITATION OF LIABILITY

The obligations of the Licensors under this Agreement shall no longer be binding upon the Licensors if the Licensors or Owner(s) sells, assigns or otherwise transfers its interest in the Building as owner or lessor (or upon any subsequent licensor or owner after the sale, assignment or transfer by such subsequent licensor). If there is such a sale, assignment or transfer, the Licensors' 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. If there is such a sale, assignment or transfer, the Licensors shall use commercial reasonable 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 Licensors 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 Licensors will be immediately released from its obligations under this Agreement. For greater clarity, nothing in this Section releases the Licensors from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

26. SPECIFIC TERMINATION RIGHTS

In addition to the other 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, in the shared opinion of both parties, the Licensee can no longer provide its Services and it is not feasible to repair it within a period of one hundred and eighty (180) days after the damage;
- (b) where the Deemed Area or the Communications Spaces become damaged and, in the shared opinion of both Parties, the Licensee can no longer provide its Services and, it is not feasible to restore or relocate them within ninety (90) days after the damage;
- (c) where the Building is expropriated by a lawful authority;

- (d) where the Licensor has *bona fide* plans to redevelop, or otherwise alter the Building in such a manner as to, in the Licensee's opinion, make the relocation of any part of the Deemed Area or the Licensee's Equipment not feasible;
- (e) the Licensee no longer provides Services in the Building to any Person;
- (f) the 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 Services or any other matters required by the Licensee to provide Services; or
- (g) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC.

27. ESTOPPEL CERTIFICATES

The Licensee will provide to the Licensor from time to time, within ten (10) Business Days of the Licensor's written request in each case, at no cost to the Licensor, a statement duly executed by the Licensee confirming that this Agreement is in good standing, the Fees payable and the Fees actually paid to any date specified by the Licensor for the statement, the Commencement Date, the Term, any Renewal Term to which it claims to be entitled, and any other information that the Licensor reasonably requests pertaining to this Agreement or Building.

28. NON-LIABILITY

The Licensee agrees:

- (a) that the Licensor named in this Agreement is the nominee on behalf of RioCan Real Estate Investment Trust (the "Trust"); and
- (b) that the obligations being created by this Agreement and any liabilities arising in any manner whatsoever out of or in connection with this Agreement are not personally binding upon, and that resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property of any of:
 - (i) the unitholders of the Trust;
 - (ii) annuitants under a plan of which a unitholder of the Trust acts as trustee or carrier; and
 - (iii) the officers, trustees, employees or agents of the Trust.

29. SEVERAL OBLIGATIONS-NON-RECOURSE

The liability of each of the Owner(s) where there are more than one, is joint and several, and not joint, or several and is limited to the interest of the Owner(s) from time to time in the Building.

30. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties.

31. LICENSEE'S REPRESENTATION

The Licensee represents to the Licensor and acknowledges that the Licensor relies upon this representation and would not have entered into this Agreement but for that representation, that, the construction, design and operation of the Licensee's Equipment includes back-up, redundant and "fail safe" features so that the risk of damage, malfunction or disruption of the Licensee's Equipment disrupting service to customers or other third parties utilizing that network and equipment (except for telecommunication services between (i) the customers of the Licensee or the customers of telecommunication service providers that lease local loops from the Licensee to serve customers within the Building and (ii) persons communicating with those customers) is minimized.

32. 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, 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.

33. IMPLIED WAIVERS

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 Licensor or the Licensee, as the case may be.

34. SEVERABILITY

If any provision of this Agreement or any part of a provision is found to be illegal or unenforceable then it will be severed from the rest of this Agreement and the rest of this Agreement will be enforceable, accordingly.

35. GOVERNING LAW

This Agreement will be governed by the laws of the province in which the Building is situated.

36. COUNTERPARTS

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. SUCCESSORS AND ASSIGNS

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

38. CONFIDENTIALITY

Any confidential information provided by one party to the other party herein shall remain the confidential information of the disclosing party and no receiving party shall disclose such confidential information without the prior written consent of the disclosing party, or unless disclosure of such confidential information is compelled by judicial or regulatory process or otherwise by law or if the confidential information has been made public without any action by the receiving party. “**Confidential Information**” means any information which is confidential in nature, whether such information is or has been conveyed to receiving party orally or in written or other tangible form, and whether such information is received directly or indirectly such as in the course of discussions or other investigations by receiving party. Notwithstanding the foregoing, the absence of any identification shall not relieve receiving party of the obligation to treat as confidential, information which would be considered confidential by a person exercising reasonable business judgment. For greater certainty, this provision shall not be construed to prevent either party from disclosing any of the terms of this Agreement to its auditors, and financial and/or legal advisors.

39. AUTHORITIES OF ACTION

Licensor may act in any matter provided for herein by its property manager and any other person who shall from time to time be designated in writing by Licensor to Licensee. Licensee acknowledges that if this Agreement has been executed for and on behalf of, in name of and with the authority of Licensor by the property manager then the covenants and agreements of Licensor are obligations of Licensor and its successors and assigns only and are not obligations personal to or enforceable against the property manager in its own right.

[Remainder of page intentionally left blank. Signature page follows]

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

**RIOCAN MANAGEMENT INC. as agent for
RIOCAN HOLDINGS INC. (Licensor)**

Per _____

Title: VP OPERATIONS

Per: _____

Name:
Title:

I/We have authority to bind the corporation

BELL CANADA (Licensee)

Per: _____

Title: MANAGER BUILDING ACCESS & RIGHT OF WAY

Per: _____

Name:
Title:

I/We have authority to bind the corporation

SCHEDULE "B"

CO-LOCATION

In this Schedule "B" the following definitions apply:

"Co-location": a sharing of space resulting from relocation permitted by this Schedule "B" of Related Party Equipment or Communications Equipment.

"Combined Area": the total floor area occupied by the Deemed Area or the Related Party Space after a Co-location.

"Corporate Change": a corporate reorganization, amalgamation, merger, acquisition, divestiture or other corporate asset change, structural or organizational change involving the Licensee or a Related TLA Party where the change becomes effective after the date of this Agreement and the Related TLA Party is an Affiliate of, becomes an Affiliate of, or is merged or amalgamated with the Licensee.

"Minimum Area": the minimum area upon which the annual Licence Fee is based under this Agreement, or upon which the TLA Fee is based if, in either case, the actual floor area of the Deemed Area or the Related Party Space is less than the minimum area.

"POP Room Equipment": cabinets, racks electronic equipment, panels and other equipment intended to provide telecommunications services to tenants and occupants of the Building.

"Related Party Equipment": POP Room Equipment owned by a Related TLA Party and installed in Related Party Space.

"Related Party Space": space leased or licensed to a Related TLA Party to house Related Party Equipment.

"Related TLA Party": a corporation, other than the Licensee, that is bound by a TLA and is involved in a Corporate Change.

"TLA" an agreement with the Licensors, or the Owner(s) under which a licensee or tenant is permitted to operate or install POP Room Equipment in a Related Party Space.

"TLA Fee": the annual minimum or basic licence fee payable under a TLA for use of space in a building. If, as the result of a Corporate Change, the Licensee determines that the Communications Equipment, or that Related Party Equipment is redundant, then the Licensee, on at least thirty (30) days written notice to the Licensors may:

- (a) at its cost, relocate the Communications Equipment to the Related Party Space, or permit the Related TLA Party to relocate its Related Party Equipment to the Deemed Area;
- (b) terminate this Agreement; or
- (c) if the Licensee has become the licensee or tenant under the TLA, terminate the TLA between the Licensors and the Related TLA Party.

If a Co-location occurs, all costs reasonably incurred by the Licensors to alter the Building space, facilities or equipment to accommodate the Co-location will be recoverable by the Licensors as Recoverable Costs. The Deemed Area or the Related Party Space will only be increased in size or reconfigured if appropriate space is available in the Building. On the occurrence of a Colocation, the Licensee will no longer have any

right to occupy the Deemed Area, unless the Related TLA Party gives up its right to occupy the Related Party Space.

On the first day of the month following the month in which a Co-location occurs, the Licence Fee may, at the Licensor's option, be adjusted as follows:

- (i) if the both the Licence Fee and the TLA Fee are based on Minimum Areas, and the Combined Area is sixty (60) square feet or less, the Licence Fee will be increased so that it is based on sixty (60) square feet but so long as the TLA Fee, based the Minimum Area under the Related TLA Party continues to be paid it will be credited against that Licence Fee;
- (ii) if Related Party Equipment is relocated to the Deemed Area and the Combined Area is greater than sixty (60) square feet, then the Combined Area may be reduced by thirty (30) square feet for the calculation of the Licence Fee, so as long as the Related TLA Party pays a TLA Fee based on at least thirty (30) square feet; or
- (iii) if the Communications Equipment is relocated to the Related Party Space and the Combined Area is greater than sixty (60) square feet, then the Licence Fee will be calculated on only thirty (30) square feet as long as the TLA Fee is calculated and paid based on the Combined Area less thirty (30) square feet.

If this Agreement is terminated or the TLA with the Related TLA Party is terminated, then the Licence Fee or the TLA Fee, as the case may be, will be adjusted if necessary so that it is calculated on at least sixty (60) square feet.

SCHEDULE "C"
CONNECTING EQUIPMENT

SCHEDULE "C-1"

CODES, STANDARDS & GUIDELINES

Codes, Standards & Guidelines.

All telecommunication work performed within the Building must conform to industry standards and codes.

Outside Plant work which details conduits and telecommunication cabling outside of the Building is the responsibility of the Licensee to design, engineer, and obtain permits. Final Entrance Facility location must be reviewed and approved by the Licensor. The contractor designing the work shall provide all drawings to the Licensor for comment and review. Drawings will be reviewed at current billable rate up to a maximum cost of \$750 plus applicable taxes.

1.0 Pathways

Pathways are spaces that allow telecommunication cabling to run from a source to a destination location. These spaces consist of conduit and sleeves. Pathways can be installed through parking levels, concourse levels, lobbies, riser rooms, and common areas. Listed below are the specific requirements for pathways within the Building:

- 1.1 Should a Customer or the Licensee want to install conduit within the riser it should be reviewed and approved by the onsite Riser Manager. It is recommended that the conduit is sized for the expected growth and not just the smallest or largest sized conduit installed.
- 1.2 Cabling must be labeled on both sides of each wall, floor penetration, and at both ends of a termination point.
- 1.3 It's the Licensee's responsibility to insure that all vertical and horizontal holes their pathway and/or cabling passes through is correctly firestopped.
- 1.4 Where the cabling enters into a conduit or connector it's the contractor's responsibility to provide firestopping of the conduit as well as the hole the conduit passes through the fire rated wall.

2.0 Cabling

Telecommunication cabling allows a service to be transported from a source to a destination location. These cables primarily come in copper and fibre and can be shielded or unshielded with different fire ratings.

- 2.1 All telecommunication cabling running free air within a plenum or non-plenum space shall have a minimum fire rating of FT4. This includes both tenant and riser space. Cabling that is routed within conduit for the entire length can have a minimum fire rating of FT4.
- 2.2 Telecommunication cabling entering from the street and into the building is typically unlisted cabling. There are (2) statements that the Licensee must meet in order to route there unlisted cabling from the point of entry to their POP facilities.
 - 2.2.1 If the entry point (source location) of the unlisted cabling is located within the same room as the destination location, the unlisted cabling can be free aired over to the destination without the need for conduit provided that the room is sealed off and has a minimum 1 hour fire rating.
 - 2.2.2 If the entry point (source location) of the unlisted cabling is located in a different room or the room is not sealed and / or doesn't contain a minimum 1 hour fire rating the

Licensee is allowed by the Ontario building code to only have 3 meters of exposed unlisted cabling installed. The cabling can be extended to the destination location provided that the unlisted cabling is completely encased within conduit or a splice can is installed to transition from unlisted to a minimum FT4 fire rated cable.

- 2.3 Copper cabling or conductive cabling entering the building from the outside shall be bonded to ground and copper pair cabling shall contain a surge protector. All dielectric non-conductive cabling does not require surge protection or bonding.
- 2.4 Shielded cabling should be bonded to ground.

3.0 Spaces

Spaces are places where telecommunication gear is located. This gear can include accumulation panels, passive equipment, active equipment, the Licensee gear, tenant telecommunication rooms or tenant gear.

- 3.1 No active components requiring electrical power shall be permitted to be installed within the riser rooms. These spaces are meant to be common, and are to house equipment and components that serve base building systems and deliver Telco services to the tenants.

SCHEDULE "D"

RECOVERABLE COSTS

The Recoverable Costs are the costs of:

- (a) architectural, mechanical and electrical consulting fees to provide or review architectural, electrical and heating, ventilating and air-conditioning design for construction of additional main terminal room or point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of the Licensee's Equipment up to a maximum total amount of \$750 dollars;
- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Licensee's requirements up to a maximum total amount of \$750 dollars;
- (c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for the Licensee's Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch up to a maximum total amount of \$750 dollars;
- (d) the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of the Licensee;
- (e) construction for additional space or reconstruction or modification of existing space to accommodate the Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of the Licensee including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;
- (f) any other reasonable costs of facilitating the initial set up of the Licensee's operations within the Building; and
- (g) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 7(a) except that, regardless of what is provided in Section 7(a) of this Agreement, no charge will be made for reviewing plans, specifications or working drawings, for (A) installation of cable between a point of connection in riser room, or riser and the customer's premises on the same floor as the point of connection; or (B) installations or alterations of cable (sometimes referred to as "adds, drops or changes") for any particular customer within its premises.

SCHEDULE "E"

SCOPE OF WORK

During construction, security guard escorts may be required by the Licensor. If a security guard escort is required, it will be the responsibility of the Licensee to make the appropriate arrangements prior to any work commencing on site.

Licencee will use reasonable efforts to ensure infrastructure shall be labeled. At a minimum, when and where reasonable, the labeling shall contain the Licensee's name and be placed within 15' intervals.

Cabling shall be kept parallel to building lines and installed in a good, workmanlike manner.

The Licensee shall ensure that any penetrations made through fire separation walls are fire stopped. It's the Licensee's responsibility to ensure that firestopping is replaced.

The Licensee shall try to the best of their abilities to keep the cabling running to one side of the vertical riser space and try to use the same vertically stacked core hole all the way up the riser system.

The Licensee shall ensure that the risers are left in "as is" condition or better (eg. no garbage)

It's the Licensee's responsibility to carry out the intended scope of work in a safe manner for themselves and occupants of the building. Contractors shall conduct the work to conform to the Building Code, Electrical Code, OSHA, Licensor's construction manual, Published Telecommunication standards and industry best practices.

SCHEDULE "F"

SCHEDULE "G"

MUNICIPAL ADDRESS(ES) OF BUILDING(S)

5095 Yonge St, Toronto, M2N6Z4

