

## Access Agreement

June 11, 2021

Highland Park Shopping Centre Ltd.  
525 Highland Road West  
Kitchener, Ontario  
N2M 5K2

Attention:

In consideration of the \$2.00 received, Highland Park Shopping Centre Ltd. (the "Owner") grants Bell Canada access to the premises located at 525 Highland Road West, Kitchener, Ontario (the "Premises"), in order to provide television, internet, telephony and other communication services to the Premises ("Communication Services") on the following conditions:

1. **Bell Canada** will, subject to the Owner's reasonable rules and regulations and the rights of the tenants of the Premises as communicated by the Owner in writing, in advance, have access over the Premises (including through conduits and subducts on the Premises made available by the Owner) to install, upgrade, operate, remove, replace, supplement and maintain signal distribution and processing equipment and cabling, including a back-up power supply ("Distribution System") necessary to provide Communication Services. In connection with such access, a portion of the Distribution System is or will be located in a space designated by the Owner and acceptable to Bell Canada ("Equipment Space") and **Bell Canada** shall have access to the Equipment Space and all other portions of the Premises as required in order to access the Equipment Space by appointment (made by way of advance written agreement between the Owner and **Bell Canada**) during normal business hours except for emergencies. A sketch of the Equipment Space is attached hereto as Schedule "A". As shown in Schedule "B" attached hereto, the Owner shall provide access the vertical space within the Equipment Space ("Deemed Area"), as identified in Schedule "B" attached hereto, for the Bell Canada to use in accordance with the terms and conditions of this Access Agreement.
2. In the event of an emergency, **Bell Canada** shall give to the Owner as much advance notice as reasonably possible of its intent to enter the Equipment Space and, within five business days following the entry, shall provide to the Owner a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.
3. **Bell Canada** may connect the Distribution System to the electrical power source in the Premises. **Bell Canada** shall be responsible for electrical power costs exceeding 15-amp service. Any changes to the electrical panel, to accommodate Bell Canada, will be paid for by **Bell Canada**. **Bell Canada** will obtain the Owner's prior written approval for the timing, methods and location of the installation work. **Bell Canada** agrees to use the access facilities designated by the Owner. The parties acknowledge that the access rights granted to **Bell Canada** are non-exclusive. If another service provided is granted access, and **Bell Canada** is required to relocate or reconfigure its equipment or install additional equipment to accommodate such other service providers or their contractors, the Owner will request the other service provider to forthwith pay **Bell Canada** for all reasonable costs so incurred and Bell will relocate or reorganize its equipment as contemplated in this Section at no cost to Bell.
4. **Bell Canada** agrees to perform its work in a good and workmanlike manner, and further agrees to indemnify and save the Owner, its officers, directors, shareholders, servant, agents and employees harmless from any and all claims, causes of action, actions, suits, losses, expenses, costs, damages, property damage and/or injury to persons caused by reason of the installation, repair or maintenance of the Distribution System or

of any performance or non-performance of **Bell Canada** or any of its representatives of any items, conditions or obligations hereunder except to the extent that any such loss, suit, claim, action, damage or expense is due to the negligence or willful misconduct or omissions of the Owner or those for whom the Owner is in law responsible.

5. **Bell Canada** will maintain a policy of general liability insurance in respect of personal injury or property damage arising from the operation of the Distribution System with not less than five million dollars (\$5,000,000.00) coverage but only to the extent of Bell Canada's legal liability arising from the performance or obligations of this Access Agreement and the Owner shall be added as an additional insured (except under non-owned automobile liability) and a certificate of insurance shall be furnished forthwith to the Owner upon request. The installation of the Distribution System will comply with all government requirements including fire and building code regulations. Excess or umbrella insurance may be used to achieve the required insured limit.
6. Bell Canada agrees to repair, at its sole expense, any direct damage to the Premises where such damage is caused by Bell Canada's use and occupation of the building on the Premises or caused by the use and occupation of employees, agents, or contractors of Bell Canada.
7. Neither the Owner nor **Bell Canada** will be liable to the other (regardless of any other provision of this Access Agreement) in respect of any indirect, 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 Owner confirms it is not a telecommunications service provider and any claims from the Owner's tenants of the Premises related to the quality or service levels of television, internet, telephony and other communication services delivered to the Premises will not create liability for the Owner, unless such claim is directly caused by the wilful misconduct of the Owner.
8. **Bell Canada** is the owner of the Distribution System that it has installed which will remain the property of **Bell Canada** and will not be or become a fixture despite any rule of law or equity to the contrary. Owner shall not tamper, interfere or connect to the Distribution System in any manner whatsoever. **Bell Canada** shall have access during normal building hours upon prior written agreement between the Owner and **Bell Canada** to promote and market the Communication Services to the prospective and existing tenants and occupants of the Premises. **Bell Canada** and any other service providers (using another distribution system and granted access to the Premises by the Owner) shall have the non-exclusive right to provide Communication Services to the Premises solely on a direct subscriber pay basis while this Access Agreement is in effect.
9. This Access Agreement commences on June 15<sup>th</sup>, 2021 and may be terminated by either party on 30 days written notice; a) at any time if **Bell Canada** ceases to provide Communication Services, force majeure causes excepted; or b) at any time after June 14<sup>th</sup>, 2031, unless the parties agree otherwise.
10. Upon expiration or termination of this Access Agreement, **Bell Canada** may remove the Distribution System at its own expense, or, leave the Distribution System in the Premises unless it is interfering with other operation systems servicing the Premises, in which case **Bell Canada** shall relocate or remove the Distribution System at its own expense, provided, however, **Bell Canada** shall not remove the inside wire, which will remain the property of **Bell Canada** and be available to other service providers in accordance with the rules and regulations of the Canadian Radio-television and Telecommunications Commissions ("CRTC") applicable thereto. Subject to Bell Canada's obligations to CRTC rules and regulations, if **Bell Canada** does not remove the Distribution System from the Premises at the end of the Term, and the Owner at any time has bona fide plans to demolish the Premises and/or redevelop them, **Bell Canada** may remove the Distribution System on 45 days notice from the Owner following which, the Owner may demolish the Premises and the Owner will not have any responsibility for any damage to the

Distribution System and at the Owner's option, it may elect to simply discard, demolish or dispose of the Distribution System as it sees fit with no compensation to Bell Canada.

11. **Bell Canada** covenants, undertakes and agrees that in exercising its rights hereunder, it shall at all times act in a reasonable manner so as to minimize disruption to the use and enjoyment of the Premises by the Owner and the tenants thereof.
12. **Bell Canada** recognizes that the Owner has already entered into an access agreement with another service provider and that Bell Canada will not relocate or cause any damage to the other provider's equipment without the other provider's written consent. Any damage to the other provider's equipment caused by Bell Canada will be paid for by Bell Canada.
13. If any provision of this Access Agreement is declared invalid such provision shall be deemed severed and shall not affect the remaining provisions. Delay in the performance by either party of their respective obligations under this agreement for reasons or circumstance beyond their reasonable control shall be excused for the period of such delay. This agreement is subject to the laws and regulations of the applicable regulatory authorities which shall prevail in the event of a conflict. The parties hereto have the authority to enter into this agreement.
14. Any notice or communication relating to this agreement will be in writing and send by registered mail to the other party, delivered or transmitted by facsimile to the following addresses:

<p>To: <b>Highland Park Shopping Centre Ltd.</b> 12 David St Markham Ontario L3P 1Z9 Facsimile: (365) 509-2021 Attn:  with a copy to:  <b>Gowling WLG (Canada) LLP</b> Suite 1020, 50 Queen Street North Kitchener, ON N2H 6M2 Attention:</p>	<p>To: <b>Brookfield Global Integrated Solutions</b> 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:  <b>Bell Canada Real Estate Services</b> 87 Ontario St. West, 6th Floor Montreal, QC H2X 1Y8 Attention: Director, Strategic Asset Planning Fax: (514) 391-7990</p>
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15. This agreement runs with the Premises and is binding upon and enures to the benefit of the parties, their successors, assigns and transferees.
- 16. This agreement can be signed and delivered in counterparts and transmitted by email, fax or other electronic means; each such counterpart shall together constitute one and the same instrument.
17. This agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
18. Time shall be in all respects of the essence.
19. This agreement shall not be registered on the title to the Premises.

Please confirm your agreement to the foregoing by signing and returning the enclosed duplicate copies of this letter to the undersigned.

**Bell Canada**

**Highland Park Shopping Centre Ltd.**

We agree to the foregoing this 11<sup>th</sup> day  
of June, 2021.

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name:

Name:

Title: **Network Provisioning Specialist**

Title: **President**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name:

Name:

Title:

Title:

We have the authority to bind the corporation.

I/We have the authority to bind the corporation.

## Schedule A

## Schedule B