

TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

LAWRENCE PLAZA EQUITIES INC.

(the "Owner")

- and -

BELL CANADA

(the "Bell")

Building Address: 526-534 Lawrence Ave W Toronto, ON
Commencement Date: April 1st, 2015



TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 1st day of April, 2015 (hereinafter referred to as the "**Commencement Date**") between Lawrence Plaza Equities Inc. (the "**Owner**") and Bell Canada ("**Bell**"). The Owner represents that it is the rightful owner of the property municipally described as 526-534 Lawrence Ave. W., in the City of Toronto (the "**Premises**").

The Owner grants to Bell, its affiliates, successors and permitted assigns, a non-exclusive license: (i) in a good and workmanlike manner and in accordance with all applicable laws, to install, construct, operate, maintain, repair, improve, replace, remove and upgrade, at Bell's sole expense and risk, the Equipment; (ii) to use the conduit, entrance link and communications spaces to connect the Equipment; and (iii) connect Bell's Equipment to the in-building wire and inside wire. "**Equipment**" includes but is not limited to any hardware, wire, fibre, cabling, infrastructure or otherwise (excluding conduit), which is necessary and incidental to enable and deliver and demonstrate Bell Services to occupants of the Premises. Except as otherwise provided in this Agreement, Bell's Equipment shall remain personal property of Bell although it may be affixed or attached to the Premises, and upon the expiration of this Agreement belong to and be removable by Bell. The Equipment shall only include those items which are required to provide service to the Premises and no other properties. All of the Equipment, save for conduit and wires, are to be installed and located within the areas designated by the Owner contained within the Premises (i.e. no equipment shall be located on the roofs or other exterior areas, unless approved by the Owner in writing). The Premises shall not be used by Bell for any other use whatsoever.

Except in the case of emergencies, Bell and its contractors shall not be denied access to the Premises by the Owner in order to exercise its non-exclusive license, three hundred and sixty five days per year, during normal business hours, subject to the Owner's reasonable security requirements.

The term of this Agreement is effective as of the Commencement Date and shall continue to run for a period of five (5) years from the Commencement Date (the "**Term**"), unless terminated earlier pursuant to the terms of this Agreement.

Provided that Bell gives the Owner at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of Bell's intention to renew, Bell shall be entitled to renew for 2 further terms of 5 years each (the "**Renewal Term**"). Each Renewal Term will be governed by the same terms and conditions set out herein, except for: (i) any further right to renew; and (ii) the License Fee, which will increase at the start of each Renewal Term by the annual amount of \$520.00 for the first renewal terms and by the annual amount of \$520.00 for the second renewal term. In the event that Bell continues to operate any Equipment from, on, under, though or in the Premises after the last day of the Term (including any Renewal Term), then the License Fee shall be equal to 150% of the License Fee paid during the last year of the Term (or Renewal Term).

In each year of the Term, Bell shall pay to the Owner an annual license fee (the "**License Fee**") in respect of this Agreement. The License Fee of Three Thousand and Nine Hundred Dollars (\$3,900) will be payable annually in advance, together with any applicable taxes including HST.

The relationship between the Owner and Bell is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

The Owner covenants: (i) to operate, repair and maintain the Premises and associated building systems and the Lands in a safe and proper operating condition and in accordance with accepted building industry



standards; (ii) if the operation of Bell's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Premises, the Owner shall, to the extent that it is commercially reasonable, upon being provided by Bell with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist Bell in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference. Bell hereby acknowledges that all existing rooms in which the Bell's Equipment is currently situated were, as of May 9, 2014, in a safe and proper operating condition to the extent it could be reasonably determined by a visual inspection conducted as of that date.

Bell will assume full responsibility for repairing any damages and/or disarrangements at its cost and expense that may be caused to the Premises at the time of installing or servicing the Equipment, unless caused by the Owner or those for whom the Owner is responsible.

The Owner will maintain all risk property insurance on the Building and releases Bell, save for any negligence on the part of Bell caused by its employees, agents, or any other individuals and/or corporations authorized by Bell, in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Owner's property in respect of which the Owner maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement. Neither the Owner nor Bell will be liable to the other (regardless of any other provision of this Agreement), in respect of any indirect, special, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

Bell shall, throughout the Term, maintain all insurance required by the Owner with reputable insurers whose policies are valid in the Province of Ontario.

Bell shall maintain its Equipment in good condition at all times, subject to reasonable wear and tear. Upon expiration or other termination of this Agreement and provided there are no active subscribers to Bell services in the Premises (in which case Bell will retain title to the Equipment), Bell shall be allowed thirty (30) days to remove the Equipment. After expiration of the said thirty (30) days, title to the remaining Equipment will be assumed by the Owner, at no cost or expense to the latter, and the ownership and title relating to such equipment will be automatically transferred. Bell further covenants, at its sole cost and expense, to repair or refinish all damage caused to the Premises by such removal by Bell of the Equipment. However, in no event will Bell assume costs arising from the removal of inside wiring equipment, including wires, cables, or addressable wall plates.

If the Owner has *bona fide* plans to demolish or substantially alter or renovate all or substantial portion of the Premises, in such a manner that, in Bell's sole opinion, makes it not feasible for Bell to provide its services, the Owner shall have the right, to be exercised by not less than nine (9) months written notice to Bell, to terminate this Agreement. Provisions relating to removal of the Equipment contained herein shall apply. Bell acknowledges that it shall have no claim against the Owner as a result of the exercise by the Owner of its right hereunder and, upon such termination, the License Fee shall be apportioned to the effective date of such termination, and upon compliance by each of the parties with their respective obligations under this Agreement, up to and including the termination date, each of the parties shall thereafter be released from all future obligations arising under this Agreement.

The Owner shall not assign this Agreement in whole or in part without obtaining the prior written consent of Bell which consent may not be unreasonably withheld. Notwithstanding the foregoing, the Owner may assign this Agreement to a new owner in the event that the current Owner sells the building, without the need for any prior written consent. Notwithstanding the foregoing, in the event the Owner enters into an agreement to sell, assign or otherwise transfer its interest in the Premises as owner or lessor, the Owner



shall immediately notify Bell and cause such successor in interest to execute and deliver to Bell an agreement (the "**Assumption Agreement**") whereby the transferee agrees to assume and be bound by all the rights and obligations of the Owner as set out herein. A lease of the entire Premises shall be deemed a transfer within the meaning of this paragraph. Upon the date any Assumption Agreement becomes effective, the Owner will be immediately released from its obligations under this Agreement. For greater clarity, nothing in this paragraph releases the Owner from any liability(ies) that may arise prior to the date of such sale, assignment or transfer.

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

Bell 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 Bell. All such liens shall be removed within 15 business days of notice to Bell to do so. The Owner may, at the cost of Bell, pay money into court to obtain removal of a lien if Bell fails to do so, as required, and Bell will pay the cost to the Owner including the amount paid into court plus an administration fee equal to 15% of the amount.

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

This Agreement or any short form or notice of this Agreement shall not be registered on title to the Premises.

Schedules A and B attached hereto forms part of this Agreement and indicate the deemed areas and the location of the four (4) Bell telephone rooms on the site plan for the Premises.

[signature page follows]



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

LAWRENCE PLAZA EQUITIES INC.

(Owner)

Per: _____

Name:

Title: *A.S.O.*

Per: _____

Name:

Title:

I/We have authority to bind the corporation

BELL CANADA

(Bell)

Per: _____

Name:

Title: Sr. Specialist, Asset Management

I/We have authority to bind the corporation

**SCHEDULE "A"
DEEMED AREA**

**SCHEDULE "A"
DEEMED AREA (CONTINUED)**

SCHEDULE *B*



October 30, 2019

LAWRENCE PLAZA EQUITIES INC.

2104 Hwy 7, Unit 28
Concord, ON, L4K 2S9

ATTENTION:

Dear _____,

RE: EXERCISE OF OPTION TO EXTEND LICENSE FOR PREMISES LOCATED AT 526-534 LAWRENCE AVE W. TORONTO

BELL CANADA (the "Tenant") and **LAWRENCE PLAZA EQUITIES INC.** (the "Landlord") are parties to a License dated April 1, 2015 (the "License") for premises located at, and known municipally as **526-534 LAWRENCE AVE W. TORONTO, ONTARIO** (the "Premises"), as detailed in the License.

Under Paragraph 5 of the License dated April 1, 2015, Bell Canada has the benefit of an option to extend the term of the License for an additional five (5) years, commencing April 1st, 2020 (the "Option").

Please take notice that Bell does hereby unconditionally and irrevocably exercise its Option to extend the term of the License for the additional five (5) years, commencing April 1st, 2020 (the "Extension Term").

Pursuant to the License, all terms and provisions will remain in full force and effect, save and except that the rent payable by the Tenant during the Extension Term shall increase at the start of each Renewal Term by the annual amount of \$520.00. The term of the agreement is therefore now duly extended for the Extension Term by operation of this letter, and the Option provisions of the License, and both parties are now obliged to perform their respective obligations under the License during the Extension Term.

Please contact Bell's real estate services provider, BGIS Global Integrated Solutions, Brokerage. The representative managing this matter is _____, Broker - BGIS Global Integrated Solutions, Brokerage / _____ to **confirm receipt of this Notice Letter.**

Yours truly,

Senior Specialist, Asset Management
BELL CANADA