

TELECOMMUNICATIONS LEASE AGREEMENT

This Lease Agreement made as of this 1st day of August, 2017

BETWEEN

645 WELLINGTON INC.

(hereinafter the "Landlord ")

- and -

BELL CANADA

(hereinafter the "Tenant ")

1. DEFINITIONS

In this Agreement the capitalized terms appearing herein shall mean the following:

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

"**Agreement**": this agreement, its Exhibits and Schedules.

"**Building**": the building situated on the Lands; municipally described on the Information Page.

"**Building Systems**": the heating, ventilating and air conditioning system as well as the plumbing, fire sprinklers systems and other systems serving the Building.

"**Business Day**": a day that is not Saturday, Sunday, or a statutory holiday.

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

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

"**Communications Equipment**": cabinets, racks, electronic equipment and other equipment installed, or to be installed by the Tenant in the Leased Premises, all as described in Schedule "B" and such other equipment as may be installed by the Tenant during the Term and Renewal Term.

"**Communications Spaces**": telecommunications pathways and cable pathways designated by the Landlord in Schedule "D" for use by the Tenant to provide Services to tenants and occupants of the Building and such other pathways used by the Tenant during the Term and Renewal Term.

"**Connecting Equipment**": the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware as described in Schedule "C" installed, or to be installed by the Tenant, through the Entrance Link, and the Communication Spaces, and such other connecting equipment as may be installed by the Tenant in the Building during the Term and Renewal Term that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

"**Consumer Price Index**": (All Items for Regional Cities, base year 2015=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 Landlord, acting reasonably, will be used. If a substitution is required, the Landlord 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.

"**CRTC**": the Canadian Radio-Television and Telecommunications Commission.

"**Entrance Cable**": the Cable installed or to be installed by the Tenant that connects the Tenant'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**": the core sleeve, or other penetration designated by the Landlord through the Building's foundation walls or elsewhere as indicated in Schedule "D" containing the Entrance Cable.

"**Environmental Laws**": means any law or instrument having force of law and any policy or guideline issued by any governmental authority responsible for the protection of or control of the environment and occupational, health and safety of employees and being applicable in the Province in which the Building is situated.

"Equipments": All equipments relating to the operation of the Tenant including antenna, conduit path and ducts, cabinet space and cables

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

"Event of Default": defined in Section 16.

"Existing Equipment" defined in Section 3.

"Gross Rent": the annual sums stated as the Gross Rent on the Information Page.

"Hazardous Substance": any substance that is controlled by, regulated, or restricted under the Environmental Laws, 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": as defined by the CRTC, constitutes copper wires, fiber optics, co-axial cables, Cable and other facilities which originate in the Equipment Room and run to the telephone closet on each floor and thereafter to but not within the premises of the tenant's or occupants in the Building.

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

"Inside Wire": wires and other facilities which are usually in, or in proximity of, premises of the tenants or occupants of the Building, and which are under those persons' or entities' responsibility and control.

"Lands": the lands occupied by the Building.

"Leased Premises": the space in the Equipment Room occupied by the Tenant Equipment as identified on the plan attached as Schedule "A".

"Main Distribution Frame": the main distribution frame, other segregated enclosed location or other physical location for the cross connection of a TSP's Entrance Cable to the In-Building Wire located in the Building.

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

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

"Services": the telecommunications or other communications services to be provided by the Tenant to tenants or occupants in the Building.

"Tenant's Equipment": the Communications Equipment and the Connecting Equipment.

"Term": the period of time stated as the Term on the Information Page.

"Transfer": means the assignment, sublease or encumbrance of the present Agreement, in whole or in part, or the sharing of the Leased Premises with a third party.

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

2. LEASE

- (a) the Landlord leases to the Tenant, for the Term, the Leased Premises, for the following purposes, namely to occupy the Leased Premises:
 - (i) subject to Section 4, below, to install, operate, maintain, repair, improve, replace, and remove, at the Tenant's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
 - (ii) to use the Equipment Room, Entrance Link, Main Distribution Frame, and Communications Spaces;
 - (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and
 - (iv) to connect the Tenant's Equipment to the In-Building Wire and Inside Wire.
- (b) The Tenant shall be provided access to the Lands and Buildings for the above purposes, twenty four hours per day, three hundred and sixty-five or three hundred and sixty-six days per year, as the case may be.

3. IDENTIFICATION

The Tenant agrees to identify the equipment, wires, Cables, cabinets, racks, and other items previously installed by the Tenant in the Building (such items being referred to collectively as "**Existing Equipment**") in accordance with the Tenant's labeling and identification methods and policies and the Landlord's procedures that will prevail over the Tenant's, as per the Schedule, attached

4. GROSS RENT AND FEES

- (a) The Tenant agrees to pay the Gross Rent to the Landlord annually in advance without any set-off, deduction or abatement whatsoever. For greater certainty, such Gross Rent includes all operating costs and real estate taxes.
- (b) The Tenant and the Landlord acknowledge that the Gross Rent shall be a gross rental.
- (c) Value added taxes and similar sale taxes such as "HST", "QST" or "GST" are payable by the Tenant on all Gross Rent.
- (d) Fees payable by the Tenant
 - 1.1. In addition to the Gross Rent and all other amount payable by the Tenant in virtue of the present Lease, the Tenant undertakes to reimburse to the Landlord, at the remittance of present Lease duly signed by the Tenant, and for each new installation, modification or changes of equipment and/or cables within the Leased Premises and/or the Building for the benefit of the clients of the Tenant; the following fees (to which the applicable taxes are to be added) (the **Fees**):
 - 1.1.1. the fees of the administrative charges and technical experts used by the Lessor for the management of the Building's telecommunications infrastructures, for an amount of 1240 \$ for each access requests for new installations in the telecommunication rooms or connected to these rooms, or requests related to equipment relocation, or new wiring routes or any major equipment addition, and 450\$ for routine access requests; to which Landlord's Administration Fee is added.
 - 1.1.2. inspection fees following the installation of the Equipments within the Leased Premises and/or the Building (and any other future installation for the Lessee's or its clients benefit) for an amount of 268\$ per inspection; to which Landlord's Administration Fee is added.
 - 1.1.3. the fees relative to the preparation of any amendment of the Lease, any ensuing documents or the fees incurred for the analysis by the experts retained by the Landlord to satisfy a request of the Tenant; to which Landlord's Administration Fee is added.
 - 1.1.4. The cost of a security guard (for a minimum of 4 hours per visit) for each installation of Equipments within the Leased Premises and/or the Building (for the Lessee's or its clients benefit), the cost of which is currently established at current rates per visit; to which Landlord's Administration Fee is added;
 - 1.1.5. any other fees payable with respect to the present Lease;
 - 1.1.6. Landlord's Administration Fee is 15% of fees before taxes
 - 1.1.7. It is understood that such fees are subject to reasonable adjustments from time to time based on market rates for such services.
 - 1.2. It is understood that notwithstanding the provisions of this Lease, any request by the Lessee for additional equipment or modifications to existing equipment, including all internal and external Antennas, requiring extra spaces than the ones contained in the Leased Premises, will be subject to a Gross Rent increase to be negotiated at the time of such request hereof, the whole to be described in amendment to be signed by the parties.

5. 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, unless terminated earlier in accordance with the provisions of this Agreement.
- (b) This Agreement will automatically be renewed for the Renewal Term(s) unless the Tenant gives the Landlord at least thirty (30) days written notice prior to the end of the Term or a Renewal Term of the Tenant's intention not to renew. Each Renewal Term will be governed by the same terms and conditions set out herein except for the Gross Rent, 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 the start of the previous Renewal Term (if any) as the case may be, to the start of the applicable Renewal Term.

6. USE

The Tenant shall use the Building, Communications Spaces, Leased Premises and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in the Building subject to Section 17.

7. TENANT'S EQUIPMENT TO REMAIN PERSONAL PROPERTY

Except as otherwise provided in this Agreement, the Tenant's Equipment, Entrance Cable and In-Building Wire shall remain personal property of the Tenant 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 be removed by the Tenant, in accordance with the terms and conditions of Section 15.

8. ELECTRIC UTILITIES AND TAXES

1. The electricity consumed on the Leased Premises shall be invoiced yearly to the Tenant as Additional Rent, based upon the current rate for electrical power and shall be subject to all increases stipulated by Hydro-Quebec in subsequent years. The Landlord shall invoice the Tenant for this Additional Rent, which shall be calculated in such a way as to not exceed the amount that the Tenant would otherwise pay by virtue of the general service rate as stipulated by Hydro Quebec, whether said consumption is recorded on an separate meter and/or according to an estimate of electricity consumption effected in accordance with Hydro-Quebec's pricing policy. The Landlord's commitment herein is made subject to the regulations of Hydro Quebec or of any other competent authority. Notwithstanding the foregoing, the Landlord reserves the right to install one or several sub-meters, in which case the Tenant shall pay for the energy consumed as it is so recorded on the sub-meter(s), the whole in accordance with Hydro-Québec's pricing policy.
2. The Lessee shall pay to the relevant authority, when due, all taxes, business taxes, water taxes and other taxes (the Taxes) imposed on the Leased Premises or the Lessee's activities. Should the method of collecting Taxes be altered so as to make the Lessor liable for payment thereof, the Lessee shall reimburse the Lessor upon demand, in addition to the Gross Rent stipulated above.

9. COVENANTS

(a) The Tenant covenants as follows:

- (i) The Tenant shall, at its sole cost and expense, maintain and repair the Leased Premises (excluding capital repairs, structural repairs or Building Systems repairs and maintenance) and the Tenant's Equipment in proper operating condition and maintain them in satisfactory condition as to safety.
- (ii) The Tenant shall, at its sole cost and expense, repair any damage to the Building, Communications Spaces and any other property owned by the Landlord or by any lessee or tenant of the Landlord or by any other occupant of the Building where such damage is caused by the Tenant or any of its agents, representatives, employees, contractors, subcontractors, or invitees.

(b) The Landlord 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 accepted building industry standards;
- (ii) Subject to the Tenant reimbursing the Landlord for the Landlord's reasonable costs in doing so, to cooperate with the Tenant to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Tenant's construction, installation and operations provided for in this Agreement, in or in respect of the Building; and
- (iii) If the operation of the Tenant'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 Landlord shall, to the extent that it is commercially reasonable, upon being provided by the Tenant with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Tenant in obtaining prompt removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

10. INSURANCE

- (a) The Tenant 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 Landlord, acting reasonably, insuring the Tenant. The Landlord, the Owner(s), Landlord's property manager, or any lender that holds security on the Building that the Landlord may reasonably designate by written notice, shall be included as additional insured, only in respect to liability arising from the operations of the Tenant in the Building, with a combined single limit of Five Million Dollars (\$5,000,000.00) 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 Landlord in the Building, or bodily injury or death of the Landlord's employees, or bodily injury or death or physical damage to tangible property suffered by any of the customers of the Tenant and their employees in the Building. The Tenant's liability insurance shall include owners' and contractors' protective liability, non-owned automobile liability, contingent employer's liability insurance, cross liability and severability of interests clauses, and be written on an occurrence basis. Excess or umbrella insurance may be used to achieve the required insured limits.

- (b) The Tenant will also maintain (i) an automobile liability insurance policy with an insured limit of two million dollars (\$2,000,000) per accident, and (ii) all risk property insurance on the Tenant's Equipment with a sufficient insured limit to cover its replacement cost and with a waiver of subrogation against the Landlord from the property insurers or, alternatively, the Tenant may self-insure for the full replacement cost of the Tenant's Equipment.
- (c) During the Term and any Renewal Term, the Landlord will maintain all risk property insurance on the Building as well as such types of insurance coverage on the Building and Lands, including general liability insurance, in such amounts and with such deductibles as a prudent owner of property similar to the Building and Lands would have taken in similar circumstances.

11. CONSEQUENTIAL DAMAGES

Neither the Landlord nor the Tenant 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.

12. LIMITATION OF LIABILITY

The obligations of the Landlord under this Agreement shall no longer be binding upon the Landlord if the Landlord or Owner(s) sells, assigns or otherwise transfers its interest in the Building as owner or lessor (or upon any subsequent Landlord or owner after the sale, assignment or transfer by such subsequent Landlord) provided that any such subsequent Landlord, assignee or other transferee agrees in writing to assume all the obligations of the Landlord under the Agreement. For greater certainty, if there is such a sale, assignment or transfer, the Landlord's 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. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. For greater clarity, nothing in this Section releases the Landlord from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

13. ASSIGNMENT, SUBLEASING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE TENANT, RELOCATION

- (a) The Tenant shall not proceed to a Transfer without obtaining the prior written consent of the Landlord which consent may not be unreasonably withheld, delayed or conditioned. Despite what is stated above, the Tenant may Transfer in whole or in part its rights under this Agreement, without obtaining the prior written consent of the Landlord to a corporation or other person (i) with which the Tenant is merged or consolidated; (ii) who is an Affiliate to the Tenant; (iii) who is an associate of the Tenant; (iv) to which substantially all of Tenant's assets are transferred; (v) that controls or is controlled by Tenant in which case the assignment is authorized without any formalities save and except for the obligation of the Tenant to give a notice of such assignment to the Landlord.
- (b) Despite what is stated above, the Tenant will be permitted to Transfer 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 Landlord 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 Tenant in respect of this Agreement, including but not limited to the restrictions set out in this Section 13.
 - (c) The Landlord has the right to modify during the Term of the Lease, the location of the Premises by using other spaces in the Building, provided that such other space is substantially the same size and offers same functionality as the original premises. If the Leased Premises are already occupied by the Tenant at the date of the relocation, the Landlord will assume all the reasonable fees for moving the Tenant to another area. Before proceeding to relocate the Premises, the Landlord shall send the Tenant a written notice at least 30 days before the effective date of the relocation if the Leased Premises are not already occupied by the Tenant, or at least 15 days in all

other cases. The Landlord shall ensure that the relocation is performed in a manner which will cause the least inconvenience to the Tenant. The new space assigned to the Tenant therefore becomes designated as the "Leased Premises". All of the conditions of the Lease apply to the said new space. The equipments used by the Tenant shall then be designated as the «Equipments». The Gross Rent shall be adjusted according to the leasable area of the new premises and the Equipments used therein. All the terms and conditions of the Lease shall apply to the new premises.

14. HAZARDOUS MATERIALS

- (a) The Landlord represents and warrants to the of Tenant that to the best of the Landlord 's knowledge ,as of the Commencement Date, the Lands and the Building (including the Equipment Room and the Leased Premises) are free of any Hazardous Substance.
- (b) The Landlord covenants and agrees to indemnify and save harmless the Tenant from and against all claim, loss, cost, damage, or expense that the Tenant may incur at any time after the Commencement Date, directly or indirectly, as a result of any non-compliance of the Lands and the Building with Environmental Laws or as a result of the environmental condition of the Lands and the Building.
- (c) The Tenant shall not install, bring upon, or use any Hazardous Substance into or on the Building except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Tenant 's business in the Building, and provided that any such use is in compliance with all Environmental Laws.

15. RESTORATION OBLIGATIONS

At the expiration or earlier termination of this Agreement the Tenant will , at the Tenant's sole cost and expense, remove the Entrance Cable, all of the Tenant's personal property and all other items of the Tenant's Equipment except any part of it that by agreement between the Tenant and the Landlord has been acquired by the Landlord. This obligation to remove the Entrance Cable and all other items of the Tenant's Equipment shall be subject to any CRTC-mandated obligations upon the Tenant to provide services to other TSPs. Any material (except the Exempted Items (as hereinafter defined) not removed by the Tenant within 180 days of the expiry or termination of the Agreement shall become the property of the Landlord without compensation to the Tenant and, if removed by the Landlord, all removal work done within the next 180 days will be paid for by the Tenant, . As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations related to this Paragraph or that may have arisen or accrued prior to such termination or that arise by reason of the Tenant's Equipment and other equipment or property removal, which claims or obligations shall survive such expiration or termination. The Tenant further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Tenant's Equipment. If the Tenant fails to repair or refinish any such damage, the Landlord may, in its sole discretion, repair or refinish such damage and the Tenant shall reimburse the Landlord of all costs and expenses incurred in such repair or refinishing and will pay to the Landlord an administration fee equal to 15% of the cost.

If due to CRTC-mandated obligations upon the Tenant to provide services to other TSPs the Tenant is not required by the above paragraph 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 Agreement, all of the obligations of the Tenant and the Landlord under this Agreement will continue in full force and effect, except that the Tenant's obligation to pay the Gross Rent will be suspended so long as the Tenant does not provide Services. That situation will continue (subject to the sentence following this one) until the Tenant's CRTC-mandated obligations end and the Tenant removes the Exempted Items and restores damage as provided in above paragraph. 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 Landlord, or a successor of the Landlord, the Tenant will be exempted from the obligation to remove the Exempted Items.

16. EVENTS OF DEFAULT - TERMINATION REMEDIES

- (a) Each of the following events shall be deemed to be an "Event of Default" by the Tenant under this Agreement:
 - (i) the Tenant defaulting in the payment of any Gross Rent, amount, or portion thereof, or other sum of money due to the Landlord and such default continues for more than thirty (30) Business Days, after the Tenant 's receipt of written notification of such default by the Landlord ;
 - (ii) there is interference with the telecommunications or computer equipment of the Landlord, 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 Tenant's Equipment, which interference is not cured within forty-eight (48) hours (or such other

longer delay as reasonably necessary given the nature of the interference) of the Tenant's receipt of written notice by the Landlord of such interference;

- (iii) the revocation of the Tenant's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Tenant's providing of such services;
 - (iv) the Tenant's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Tenant; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Tenant for the appointment of a trustee, receiver or liquidator of the Tenant or of any of the Tenant's property or a proceeding by any governmental authority for the dissolution or liquidation of the Tenant;
 - (v) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Tenant under any loan or debt obligation; and
 - (vi) if the Tenant shall default in the observance or performance of any of the Tenant's other obligations under this Agreement and such default shall continue for more than fifteen (15) Business Days (or, if by reason of the nature thereof, such default cannot be cured within such fifteen (15) day period, if the Tenant shall fail to proceed promptly to cure the same) after written notification of such default by the Landlord to the Tenant specifying with reasonable particularity the nature of such default.
- (b) Upon or after the occurrence of an Event of Default the Landlord may elect to terminate this Agreement without limiting its other remedies.
 - (c) If the Landlord shall default in the observance or performance of any of the Landlord's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Tenant to the Landlord, the Tenant may terminate this Agreement without limiting its other remedies.

17. 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 it is not feasible to repair it within a period of one hundred and eighty (180) days after the damage;
- (b) where the Leased Premises or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;
- (c) where the Building, the Leased Premises or the Communications Spaces become damaged to such an extent that, in the Tenant's opinion, it is not feasible for the Tenant to continue providing Services in the Building;
- (d) where the Building is expropriated by a lawful authority;
- (e) the Tenant 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 Tenant Services or any other matters required by the Tenant to provide Tenant Services; or
- (f) If the action of the governmental agency requires modification of Tenant's Services or the terms in which they are provided which is inconsistent with the terms of this Agreement or impairs Tenant ability to provide Tenant Services in an economical and technically practical fashion

For greater certainty and notwithstanding any provision to the contrary, the Landlord acknowledges that the Tenant will incur substantial costs to proceed to the installation of Tenant's Equipment in the Building and to conduct its operations in accordance with the present Agreement. Consequently, the present Agreement will remain in full force and effect between the parties hereto during the Term or any Renewal Term even if during the Term or any Renewal Term no Services are required by tenants or occupants in the Building from the Tenant provided however that Tenant may not use Tenant's Equipment to service buildings other than the Building without Landlord's consent.

18. NATURE OF AGREEMENT

The relationship between the Landlord and the Tenant shall be deemed to be a "landlord-tenant" relationship and, save and except if provided herein otherwise, the supplementary provisions of Chapter IV of the *Civil Code of Québec* entitled "Lease" shall apply herein.

19. SEVERAL OBLIGATIONS - NON-RECOURSE

The liability of each of the Owner(s) and each of the Landlord(s) where there are more than one is solidary.

20. REGISTRATION

The Tenant shall have the right to register the present Agreement on title to the Lands and the Building, in accordance with the applicable provisions of the *Civil Code of Québec*. The Registration is to be done by notice and must be approved by the Landlord before registration.

21. NOTICES

Any demand, notice or other communication to be made by given in connection with this Agreement shall be in writing, including fax, 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 below:

Landlord

645 WELLINGTON INC.
c/o ALLIED PROPERTIES REIT
75 Rue Queen Bur 3100
Montréal, QC H3C 2N6
Attention: Senior Property Manager
Fax: (514) 868-0209

Tenant

BGIS O&M SOLUTIONS INC.
87 Ontario Street West – 6th Floor
Montreal QC H2X 0A7

Fax: (514) 840-8404

Attention: Senior Manager - Realty Transactions
Senior Manager – Lease Administration

With a copy to:

BELL CANADA
Real Estate Services
87 Ontario Street West – Suite 600
Montreal QC H2X 1Y8

Attention: Senior Specialist - Asset Management

22. GOVERNING LAW

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

23. LANGUAGE

The parties declare that they have requested, and do hereby confirm their request, that the present agreement be drawn up in the English language; *les parties aux présentes déclarent qu'elles ont exigé, et par les présentes confirment leur demande, que cette convention soit rédigée en anglais.*

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

LANDLORD:
645 WELLINGTON INC.
ALIED PROPERTIES REIT
On behalf of owner(s)

(Landlord)

Per: _____

Name: _____

Title: Vice - President

Per: _____

Name:

Title:

I/We have authority to bind the corporation

TENANT:

BELL CANADA

(Tenant)

Per: _____

Senior Specialist Asset Management

Per: _____

Name

Title:

MTL01: 3207157: v4

SCHEDULE "B"

COMMUNICATIONS EQUIPMENT DETAILED DESCRIPTION

(if applicable)

SCHEDULE "C"

CONNECTING EQUIPMENT PLANS AND DESCRIPTION

(if applicable)

SCHEDULE "D"

**DESIGNATED PARTS OF BUILDING
COMMUNICATIONS SPACES**

(if applicable)

LANDLORD'S (OR ITS CONSULTANT'S) STANDARDS

General telecommunications standards managed by the Consultant for access requests, cable identification, equipment, ducts and cellular antennas in Lessor's Building

These standards apply to all individuals and companies, including telecommunications service providers (TSP) and building tenants who install ducts, equipment, and wired or wireless telecommunications cables in buildings managed by the Consultant, including the Building as defined in this Lease.

A) PROCEDURE

1. Request to access telecommunications infrastructure in the Building.

For any installation of cables and telephone equipment, computer and data equipment, wireless networks, cellular antennas and any radio type, an official request must be addressed to the Consultant, with a certified true copy to the building manager. (Refer to available forms).

For any deployment request for vertical and horizontal cables: the party initiating the request must provide the drawings and plans describing the desired installation prior to visiting the building and/or during the time the request for access to the infrastructure is filed.

The Consultant will analyze the project, and if necessary will provide a quotation for the work, as well as provide recommendations for work to be implemented, together with the relevant fees and expenses incurred by this request. The Consultant will contact the applicant if needed.

Each requesting party, telecommunications service provider (TSP) or tenant must therefore provide sufficient time between completing the request form and the implementation date to allow the Consultant to complete its preliminary analysis. The inability to provide sufficient time may generate unwanted delays. Additional fees and expenses may be charged.

It is the responsibility of the party receiving these procedures to distribute it internally. Failure to do so may cause additional delays.

2. Access to telecommunications infrastructure

At all times, a meeting must be requested at least a minimum of 48 hours in advance for the purpose of gaining access to the building's infrastructure. For lengthy installations, the presence of external security officers must be arranged to accompany building visitors.

This request must be made to The Consultant or to a building manager who will coordinate with the party requesting access. If access has not been pre-authorised, the request may be denied.

3. Expenses

Unless explicitly mentioned in an existing lease, expenses will be charged covering access request procedures, installation of new cables, terminal boxes in fiber or copper, radios, cellular antennas, and changes to existing installations, etc. These expenses cover:

- Request for access
- Provisions for security personnel
- Use of floor, wall and roof spaces
- Use of common ducts
- Rental of building cables or properties if necessary
- Drafting or verifications of lease contracts
- Work management fees
- Charges for the use of the roof, wall and tower facilities
- Initial and subsequent inspections, based on need
- Other expenses, according to situation

The expenses are distributed and revised periodically as indicated in the lease.

Infrastructures Access Requests analyses fee include the request receipt, initial project and plan analyses, coordination regarding installation and security, one (1) engineering design visit if needed, the emission of one (1) recommendation to the Building Manager, all follow-ups needed for one (1) installation and final report to the Building Manager. These management fees are billed to the Telecommunication Service Provider (TSP) by the landlord/building manager.

If any other work is required, such as more than one engineering design visit, new analyses following changes (after

revisions to the building specifications or engineering design), additional coordination work due to lengthy lease negotiations with TPSs, additional fees will be due and payable. The fees will be billed at an hourly rate of \$122.65 for technical coordination, \$74.10 for administrative services and \$283.10 for general supervision and legal services. An additional amount, negotiated on a case by case basis by the Building Manager and the Telecommunication Service Provider (TSP) or the Tenant, will be billed by the Landlord/Building Manager, upon work completion. These prices may change from time to time without notice.

4. Verifications

The work executed by installation personnel who are considered non-qualified by the building and/or the Consultant must be verified by the Consultant.

Should the verification report reveal necessary or additional modifications or identifications, a second verification is necessary. This second verification will be at the expense of the requesting party, necessitating a second invoice.

B) INSTALLATION

1. Installation rights

Generally, installations reaching up to the telecommunications room (riser) on the tenant's floor are carried out by the TSPs, and the installation between this room (riser) and the tenant's premises are carried out by the tenant.

The telecommunication secondary rooms on each floor (riser rooms) cannot be used for neither communication system equipment, nor data network equipment or access system devices. Only connections of terminals on a maximum wall surface area of 2 feet x 2 feet will be allowed. The location must be approved by the landlord before the installation. An EMT conduit is required between telecommunication secondary rooms on each floor (riser rooms) and the tenant's data or telecommunication rooms in all cases, regardless of the type of service, of the fact that some free cables may already be in place or that a tenant is the only occupant on the floor or not. Once in tenant's premises, a cable can be installed outside of conduits but must respect good practice, including the use of cable trays. Equipment in place in telecommunication secondary rooms on each floor (riser rooms), prior to acting as the building telecommunications manager, can remain as installed until equipment enhancement or until the end of the occupation of the leased premises or telecommunication areas by tenant.

Vertical and horizontal installations fall under the responsibility of the requesting party and can be executed by a company of their choice, including the employees of the requesting party. However, in cases where the installation companies are not certified by the Consultant, an inspection becomes mandatory and a fee will be charged. This will be billed again, until the correction is made.

2. Flexible ducts

Any flexible duct of whatever type is not acceptable, unless special authorisation is given by the building manager.

Non-utilisation of flexible ducts: No flexible duct will be approved for installation on supports of common cables, and in pathways between floors and walls.

All use of flexible ducts during an installation, will be considered as unacceptable and the followings corrections will have to be carry out:

- Cable racks: the installed flexible duct will have to be entirely removed from de cable rack. A length less than 1 meter will be tolerated, on the cable rack.
- Pathways between floors: No tolerance. Only a metallic EMT-type duct (or other type recommended by the owner) must be use. Moreover, the telecommunication standards of cable sealing with a fire-resistant product must be respected in all time.
- Pathways between walls: No tolerance. For any use of a flexible duct from TSP's equipment, this flexible duct will have to end at less than 1 meter from the cable entrance through the wall.

Only EMT metallic-type ducts must be placed outside of those spaces reserved for telecommunications purposes (risers, telecom room, etc.) between the spaces and the premises of the tenant in common areas.

3. Apparent and non-apparent ducts

A metallic EMT-type duct measuring at least 1.5 inches is required for transporting any cable that passes through a common area (hallway, restrooms, lobby, etc.). No ducts shall be installed in an elevator or staircase.

A pre-visit by the TSP is obligatory when there are plans to use a zone duct. Given the excessive utilisation of these ducts in the past, several of them may no longer satisfy requirements, may be blocked or not reach the desired location. A physical inspection of the continuity and termination of the duct is mandatory before the installation of cables.

4. Sealing

When ducts and cables pass through pathways, floors or walls, these pathways must be sealed with a fire-resistant product after the duct or cable has been installed. This procedure must be done for each wall or floor that is drilled for this purpose. The city fire department requires that these spaces must be sealed in order to avoid fire from spreading to other parts of the building.

Cable ducts between floors as well as any other conduits cannot be used for more than 70% of their inner surface. If 70% or more of the duct capacity is used, another conduit or sleeve must be installed. The openings and installation of conduits or sleeves will be made by the landlord under the provisions applicable to changes in leased premises.

Whether or not the pathways have been sealed during the preceding installation, the most recent installer of the new duct or cable will be held responsible for all re-sealing work, all of which will be noted during the inspection report.

5. Equipment

Tenant: Equipment must be installed in the tenant's telecommunications room or in the tenant's telecommunications cabinet, and not in the common areas of the floor (risers).

Demarcation Point – TSP: Demarcation point for the TSP's entry equipment must be installed either in the reserved area or in premises leased by the TSP; that is, either in a wall space leased by the TSP, where a terminal box can be accommodated. In all cases, this initial point of entry becomes the building's official demarcation point.

6. Cables

Termination

All cables routed from the telecommunications room or from the TSP's demarcation box and vertical cables must terminate or end in the common areas (risers) of the floors serving the tenants. From that point, cables of the smallest size must be used to serve the tenants.

The horizontal cables must be taken out by the TSP when the client no longer needs them.

Certain exceptions may be allowed based on the design of the cables in place. A case-by-case study should be carried out.

Installation

Neither cable nor fiber can be tied to a sprinkler system or to pipes.

In the premises of the tenant or in the ceiling, the tenant, the Telecom Service Providers and network users hold free the landlord, its employees, " legal or designated representatives, proxy, ", agents and sub-contractors of all responsibilities regarding any problem caused by cable, fiber or equipment break or failure.

Slack cable length (Loop)

Slack or spare cable lengths, which are normally left near the fibre termination box, must not, in any way, be longer 5 meters in length and forming a roll not exceeding a diameter of 1 metre. This slack cable length will be installed as high as possible allowing for eventual cable splicing, avoiding overcrowding on the walls and in other cable support areas. These slack or spare cable lengths must be placed as high as possible to free up spaces for additional terminals of other TSPs in the future.

7. Cleanliness

The contractor is responsible for cleanliness and must leave the location clean. The contractor must use clean gloves to touch access traps and ceiling tiles. Acoustic ceiling tiles and traps, cameras, traffic **meters**, cellular antennas, etc. must be cleaned in office towers, commercial gallery and food mart. The TSP is responsible for all damage repairs, if need be.

Floor termination room (riser)

All spaces and floor termination rooms (risers) must be clean and free from objects, brushes, boxes, step ladders, paints, etc.

C) IDENTIFICATION

Identification labels (plastic tags), for cables and ducts of the TSP or tenant must be attached to each cable or duct installed by the TSP or tenant. No adhesive type identifications must be used on the cable because these come off eventually.

Identification labels must be attached to the cable with a plastic fastener (Ty-rap) and must avoid linking to a group of cables, unless this group of cables is not part of the installation.

Identification labels for cables and ducts must contain the necessary information as described below.

1. Ducts – apparent and non-apparent

Identification labels (plastic tags) for ducts must be attached on each duct installed by the TSP or tenant. An adhesive label showing the TSP's name has to be fixed on the duct in addition to the identification label.

An identification label must be attached to the duct, in at least each of the rooms where the duct goes through; in cases where the room is large, another label at a maximum distance of 2.5 metres from the first label must be placed.

The identification label must mention the following:

- Property of (Name of the Provider or the client), and the starting and ending room number.
- Equipment of (Name of the Provider or the client) or simply the (Name of the Provider), if the duct is used by a TSP, and the room number where it terminates.

2. Terminals in common areas and floor termination room (riser)

Any type of terminal – BIX, fibre or co-axial, or copper box, etc., must be identified in two ways:

- i) Indicating the name of the TSP and installation date
- ii) Indicating the tenant's name and the room number where the cable terminates, as well as the installation date.

3. Equipment (cabinet, shelf, etc)

A label will be placed on each of the pieces of equipment and will contain the following information:

Property of (Name of the Provider) or simply the (Name of the Provider), if the equipment belongs to the TSP, and the date of installation.

Property of (Tenant Name) or simply the (Tenant Name), if the equipment belongs to the Tenant and the date of installation.

4. Cables

Identification labels (plastic tags) for cables have to be attached on each cable installed by the TSP or by the tenant. No adhesive label must be put on the cables because they come off eventually. An identification label must be used instead.

Identification medals (Plastic Tag) should be used, according to good practice, to retain and consolidate the tenant cables independently from other cables.

The TSP or the tenant will set up a base list of cables and identify each of them.

Identification labels must mention the following:

- Property of (Name of the Provider or the client), and the starting and ending room number.
- Equipment of (Name of the Provider or the client) or simply the (Name of the Provider), if the duct is used by a TSP, and the room number where it terminates.

An identification label will be attached to the cables:

- i) at exit points of openings (ducts or sleeves) at a maximum height of 50 cm from the ground
- ii) near the openings (ducts generally from the tenant's lease premises) of ceilings or on walls at a maximum distance of 50 cm from the opening (generally, the ducts belonging to the owner)

On long distances (e.g. ceiling, cable shelf, roof) a label must be placed every 5 meters.

D) INSTALLATION OF CELLULAR ANTENNAS

1. Cellular Antennas

BUILDING

The cellular antennas covered by these standards are designed and manufactured for interior installation. They are therefore generally installed in public areas of buildings such as: ground floors, restaurants, commercial centres and parking lots. Generally, these antennas are circular in shape, are light, and are very small measuring between 100 and 200 mm in diameter (four and seven inches). Their thickness ranges between 50 and 75 mm (two and three inches).

These antennas are generally installed in ceilings, although at times they can be installed on a wall. Their exact position is determined in terms of obtaining the best coverage possible.

In parking lots, the antennas can vary in size and format. In fact, the structures in parking lots require the installation of high-performing antennas. Generally with the same thickness and rectangular in form, these antennas are a little larger; that is, between 50 and 60 mm of surface (20 and 28 inches).

If requested by the building owner, any cellular antenna installation must be carried out in such a manner that the antenna perfectly blends in with the ceiling or the wall on which it is installed. In case of need and depending on the owner's requirements, the antenna must be repainted with the same color of the wall or ceiling on which it is installed.

TOWER

These cellular antennas are generally called sectoral antennas and are designed and manufactured for external installation. They are therefore installed in a standard tower or on commercial advertising areas, on a roof, on a pole, etc. These antennas are generally rectangular in shape and are larger.

Width:	from 120 to 450 mm or 5 to 18 inches
Thickness:	from 50 to 200 mm or 2 to 8 inches
Height:	from 200 to 1800 mm or 7.5 to 72 inches (6 feet)

If the TSP must build a new structure, the design must be undertaken by an engineering consulting firm and must respect all established and recognised telecommunications norms and standards.

This structure must always be manufactured using galvanised steel or stainless steel materials. The attachments of this structure must include the same type of materials. Stainless steel is strongly recommended.

Any bolts or welded joints used must comply with established and recognised telecommunications norms and standards.

Any drilling or damage to existing structures must be repaired in accordance with established and recognised telecommunications norms and standards.

The engineering consulting firm must also provide for a grounding design in accordance with the most recent ACNOR-B72 publication and/or with any other document deemed necessary and pertinent by the engineering consulting firm responsible for the project's plans and quotes; and also deemed necessary by the building owner. The TSP must also ensure that any new grounding installation is resistant to the soil of the construction site or any other parameter judged as adequate by the engineering consulting firm and by the building owner.

2. Helix Type Cables

The installation of cellular antennas (interior or exterior) requires the use of a helix-type co-axial cable. This is a cable manufactured by the company, Andrew. The most frequently used are the LDF-4, LDF-5 and the AVA5.

The helix cable is bigger and more rigid than a regular co-axial cable and contains a dielectric foam layer. Its installation requires its own unique hardware so that it is attached properly and is held securely in place. The installation of plastic cable fasteners (tie rap) is strictly forbidden.

HELIAX CABLE HANGER (Attachment)

For all horizontal and vertical installations of helix cables, the TSP must use a transmission cable hanger (SnapStak hanger or Snap-in hanger) made of stainless steel recommended by the manufacturer. An helix cable hanger must be installed at every metre of its path to comply with the manufacturer's standards. The TSP must also use all the stainless steel hardware intended for this type of helix cable hanger provided by the manufacturer.

For any horizontal installation in a suspended ceiling, the helix cable must be installed as high as possible and must be attached to a support rod using the helix cable hanger and hanger adapter mentioned in this document.

HANGER ADAPTER

In case of need during a helix cable installation, the TSP must use a stainless steel hanger adapter (Angle adapter or Universal Snap-in adapter or Snap-in Tower Standoffs or Anchor Rail adapter) recommended by the manufacturer in order for the hanger adapter to work on any installation surface: iron structure angle, cylindrical structure, cement wall, support rod in a suspended ceiling, etc.

HOISTING GRIP

For vertical installations, the weight of each helix cable must be supported at the top of the tower by a hoisting grip (Standard or Support Hoisting Grip) recommended by the manufacturer. The hoisting grip must be installed in accordance with the manufacturer's specifications and left on the transmission cable after lifting. The TSP must ensure that the first hoisting grip is installed underneath the ground where the transmission cable is installed at its summit, as well as ensure that it is solidly bolted to the structure to ensure that the cable transmission load is supported. The fastening system of the hoisting grip to the support structure must be done in such a way that the hoisting grip does not become detached. The use of a hoisting grip is mandatory for every 60 metres (200 feet).

HELIAX TRANSMISSION LINE GROUNDING

Any heliax cable installation in a tower must include a grounding kit recommended by the manufacturer (Standard Grounding Kit or Universal Grounding Kit). The installation of a grounding kit must, at all times, respect the manufacturer's recommendations. Moreover, the sealing joint of a grounding kit must ensure perfect sealing and tightness.

The number and location of transmission cable grounding must respect the manufacturer's specifications relating to transmission cables and also that of the plans and quotes of the engineering consulting firm. Generally, the TSP must install one (1) grounding at the top of the transmission cable, one (1) at the base of the tower, and if applicable, one (1) before the entry window of the transmission cables.

At the top of the tower, the grounding kit must be connected to the descent conductor (generally 2/0 AWG) of the existing structure. A grounding kit is required for every 60 metres (200 feet).

All grounding kit installations on rooftops must respect the specifications contained in the plans and quotes of the engineering consulting firm and all specific requirements of the building owner.

HELIAX CABLE ENTRY

All heliax cables coming from the outside and going inside a building or to an equipment shelter must use a type of cable rubber boots (Standard Cable Entry Boots or SnapSeal Cable Entry Cushion) recommended by the heliax cable manufacturer. The entry of a heliax cable must be perfectly sealed and respect all specifications contained in the plans and quotes of the engineering consulting firm and the specific requirements of the owner of the building or equipment shelter.

All holes in a feed-through plate for unused transmission cables must be sealed by using a weatherproof sealing cap held in place by a stainless steel clamping ring.

3. Identification

Each antenna must carry the TSP's logo for identification purposes.

An ID tag must be installed on each transmission line (heliax cable) at approximately 50 cm from the antenna's connector.

Each transmission line (heliax cable) must be identified by the TSP's name, the antenna that it serves, and the installation date.

For any other situations, Article C4 must apply.

4. Interference, Technical Performance and Exposure to Microwaves

An interference study relating to the equipment already in place in a building or on a tower is required for any new cellular antenna installation requests and will be at the expense of the telecommunications service provider (TSP). If a complaint regarding interferences is filed after a new installation, costs for the corrective measures to be undertaken will be at the expense of the TSP responsible for this new installation.

The feasibility study and the technical performance of any new installation fall entirely under the responsibility of the TSP requesting the installation of cellular antennas.

Any telecommunications service provider requesting a cellular antenna installation must provide a certification relating to the health risks of employees working at close proximity or in the site of the cellular antennas. In the event of potential danger, the procedure established by the TSP must clearly indicate the level of danger, the guidelines to follow, and any other information deemed pertinent (for example, reduce the power level of emitters or simply turn them off).

IMPORTANT:

1. Any deviation from these standards will necessitate remedies. All expenses will be charged to the TSP's and/or tenant's account. A second verification will be necessary and will also be charged to the TSP's and/or tenant's account.
2. This is not an exhaustive list and can be revised from time to time.

INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LEASE AGREEMENT made as of the 1st day of August between 645 WELLINGTON INC. as the Landlord and BELL CANADA as the Tenant. The information is as follows:

Building: The buildings municipally known as 645 Wellington in the City of Montreal, and the Province of Quebec

Floor Area of Leased Premises: approximately 50 sqft.

Commencement Date: March 1, 2015

Term: The period starting on March 1, 2015 and ending on February 29, 2020

Renewal Term (s): Two (2) periods of five years 5 years.

Gross Rent: sums to be paid annually as follows:

\$6 000.00 per year.