

# TELECOMMUNICATIONS LICENSE AGREEMENT

#### BETWEEN

# 7300 WARDEN BUSINESS PARK INC

(the "Owner")

- and -

# BELL CANADA

(the "Bell")

Building Address: 7300 Warden Avenue, Markham, Ontario Commencement Date: September 1st 2014



#### TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 1st day of September, 2014 between (the "Owner") 7300 Warden Business Park Inc. and Bell Canada ("Bell"). The Owner represents that they are the rightful owner of the property described as 7300 Warden Avenue in the city of Markham (the "Premises").

The Owner grants to Bell, its affiliates, successors, and assigns, a non-exclusive license: (i) to install, construct, operate, maintain, repair, improve, replace, and remove, at Bell's sole expense and risk, the Equipment; (ii) to use the conduit, entrance link and communications spaces to connect the Equipment; and (iii) connect Bell's Equipment to the in-building wire and inside wire "Equipment" includes but is not limited to any hardware, wire, cabling, infrastructure or otherwise (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.

Bell warrants there is no interruption of existing telephone, internet data communication, security system and the fiber services during and after the new installation

Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell and its contractors during normal office hours, 9 am to 4 pm (Monday to Friday) subject to Bell providing reasonable notice to the Owner or its agent of its intention to enter the Building for the purposes of this License.

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

Owner shall comply with all applicable lawa and regulations with respect to the operation and maintenance of the building.

Bell will assume full responsibility for the cost of repairing any damages and/or disarrangements that may be caused to the Premises at the time of installing or servicing the Equipment, unless caused by the Owner or those for whom the Owner is responsible. The Owner will maintain all risk property insurance on the Building and releases Bell in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Owner's property in respect of which the Owner maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement. Neither the Owner nor Bell will be liable to the other (regardless of any other provision of this Agreement), in respect of any indirect, special, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

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

The Owner shall not assign this Agreement in whole or in part without obtaining the prior written consent of Bell which consent may not be unreasonably withheld. Notwithstanding the foregoing, the Owner may assign this Agreement to a new owner in the event that the current Owner sells the building. The Owner may terminate this Agreement if, by no act of the Owner, Bell ceases to provide Bell Services using the Equipment.

This Agreement will be governed by the laws of the Province of Ontario. The attached Schedule A forms part of the Agreement.

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



SCHEDULE "A"



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

	7300 Wilder Breness Ba	to he
V	THE THE PROPERTIES LIVER	(Owner)
Per:	Name: 'Title:	
Per:	Name: Title:	
I/Wē	have authority to bind the corporation	
BEI.	L CANADA	(Bell)
Per:	Name: Title:	Section 2
I/We	have authority to bind the corporation	