

**BUILDING ACCESS LICENCE AGREEMENT**
(the "Licence")

Effective Date February 22/ 2017

Term 10 Years

Owner/Property Manager

Bell

Legal Name King Square Ltd.

Legal Name Bell Canada

Address 9390 Woodbine Ave., Markham, ON L6C 0M5

Address 87 Ontario St W 6th Floor, Montreal, QC H2X 0A7

Contact Name

Contact Name Department, Real Estate Services and Department, Lease Administration

Title V.P. Construction

Title N/A

Telephone

Telephone N/A

Email

Email N/A

Fax

Fax

Building(s)

Street No.	Street Name	Dir	City	Prov.	Postal Code	# of Units	Space Required
9330	Woodbine Avenue		Markham	ON	L6C 0M5		
1 Owner Name (if different from above) King Square Ltd.							
Legal Description (if available)							

Street No.	Street Name	Dir	City	Prov.	Postal Code	# of Units	Space Required
2 Owner Name (if different from above)							
Legal Description (if available)							

Street No.	Street Name	Dir	City	Prov.	Postal Code	# of Units	Space Required
3 Owner Name (if different from above)							
Legal Description (if available)							

Additional Terms**Acknowledgement & Agreement**

By signing below, Owner & Bell agree to all the terms and conditions in this Licence. Signatory for Owner (or property manager) confirms their authority to bind Owner.

Owner/Property Manager Signature

Bell Signature

Signature

Signature

Name

Name

Title

Title

Date

Date

V.P. Construction
Apr 12 2017

Director, Strategic Asset Planning

Jan 13/2017

For valuable consideration, Bell and Owner agree as follows:

1. Owner grants to Bell and any affiliates ("Affiliates") (as defined in the *Canada Business Corporations Act*) of BCE Inc., including those for whom Bell is responsible at law including agents, mandataries and third parties (collectively referred to as "Bell") at no cost or charge to Bell, a non-exclusive right and licence to:
(i) access the building(s) listed on Page 1 (the "Building(s)" and each separately, a "Building") and the common areas of the Building(s) to install, construct, operate, maintain, repair, modify, improve, upgrade, replace, relocate within the Equipment Space(s), and remove, at Bell's sole expense and risk, the Equipment in the Buildings; "Equipment" includes but is not limited to any hardware, wire, cabling, infrastructure or any other thing (excluding Conduit, as defined below) which is necessary or incidental to enable Bell to deliver its current and future telecommunication, broadcast, internet, entertainment or other services (the "Services") to occupants of the Building(s); (ii) use the Conduit, entrance link and communications spaces to connect the Equipment; and (iii) connect the Equipment to the inside wire and in-building wire in the Building(s).
2. Bell shall also have access to and Owner shall make available, a path and/or conduit (the "Conduit") along, over, under or on the lands on which the Building(s) are situated, from the property line to the Conduit, the Building(s) and/or the Building(s)' telecommunication(s) room(s) (collectively, the "Equipment Space(s)"). Bell may install, operate, relocate, maintain, upgrade and remove any Equipment within the Equipment Space(s). Bell shall provide to Owner a plan of installation, upgrade or maintenance of the Equipment within the Conduit and Equipment Spaces which Owner will be deemed to accept unless Owner provides reasonable written comments on such plan within 14 days of receipt of such plan, in which case Bell and Owner shall take reasonable commercial steps to address Owner's comments. Owner agrees that the Equipment Space(s) must: (i) provide secure access (under lock and key, at minimum); (ii) be water tight at all times; (iii) have Bell's reasonable requirements for power supply available for Bell's use; (iv) have sufficient space to install Equipment reasonably required by Bell to offer Services within the Building(s), including, without limitation, Equipment with minimum dimensions set out on Page 1; and (v) meet any other technical requirements as mutually agreed in writing by Owner and Bell. For greater certainty, Owner agrees to meet any initial technical requirements attached in a schedule to this Licence.
3. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell 24 hours per day, seven days per week, 365 days per year subject to Bell providing reasonable notice to Owner or its agent or mandataries of its intention to enter the Building(s).
4. Bell shall, at its own cost, be responsible for the provision, installation, maintenance and repair of its Equipment during the Term, although each individual occupant of a Building may incur charges (at Bell's then applicable rates) specific to such occupant's in-suite requirements. Bell agrees to repair, at its sole expense, any direct damage to the Building(s) where such damage is caused by Bell's use and occupation of the Building(s). Owner shall not tamper, interfere or connect to the Equipment in any manner whatsoever. Owner agrees to reimburse Bell for any loss of or damage to the Equipment caused by Owner, its employees, agents, mandataries, contractors or those for whom it is responsible at law. The Equipment will remain the property of Bell at all times and will not become a fixture or immovable despite any legal principle to the contrary. Owner agrees that it has no legal or equitable ownership interest in the Equipment. Owner renounces, waives or assigns to Bell its right of accession.
5. Owner will permit Bell to complete an initial inspection of the Building(s) and the Equipment Space(s) to ensure that the requirements of Section 2 are met, and if such requirements are not met, Owner authorizes Bell to modify the Equipment Space(s) on Owner's behalf at Bell's sole cost and discretion to comply with the requirements of Section 2. If available, upon request from Bell, Owner shall provide a current set of electrical and site plans. Owner shall grant Bell access into individual units within the Building(s) to install any Equipment in the unit.
6. Nothing in this Licence limits Owner's right to repair any common areas of a Building provided that where any such repair may affect the Equipment, Owner shall provide Bell with reasonable advance written notice and permit Bell to protect its Equipment before the repairs are made.
7. Each party represents and warrants that: (i) it has full right, power and authority to enter into and perform its obligations set out in this Licence; (ii) it is under no obligation, statutory, contractual or otherwise, which could prevent or interfere with the complete performance of its covenants and obligations herein; and (iii) it is validly organized and existing under the name indicated on this Licence. Owner represents and warrants that: (i) no building rule is in force that would prevent or limit either party from: (a) entering into this Licence; and/or (b) performing its obligations hereunder; (ii) the owner(s) of the building(s) listed on Page 1 have sufficient right, title and interest in the Building(s) to grant this Licence; and (iii) if any of the Building(s) is a condominium building or co-ownership, Owner has satisfied the requirements under the laws of the province in which the Building is located relating to condominiums or co-ownership of property (collectively, the "Act") with respect to entering into a telecommunication agreement. Owner will (i) maintain the Building(s) in good state of repair and (ii) maintain all risk property insurance on the Building(s).
8. Notwithstanding anything in this Licence to the contrary, in no event will Bell be liable for nor will Bell be required to indemnify and save harmless Owner from and against 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.
9. The Term will be automatically extended for additional one year terms on the terms and conditions herein for so long as the Equipment remains in the Equipment Space(s). "Term" means the term specified on Page 1 and any renewal term.
10. Either party may terminate this Licence: (i) in the event of a material breach of this Licence, when such breach is not cured within 90 days of receipt of written notice by the non-breaching party or (ii) upon 120 days notice by either party when Bell is no longer serving customers in the Building(s).
11. If the action of a governmental authority requires modification of: (i) the Services or (ii) the terms on which they are provided which are inconsistent with the terms of this Licence or which impair Bell's ability to provide the Services in an economical or technically practical fashion, then (a) this Licence will be deemed amended in a manner to allow Bell to fulfill its legally mandated obligations, or (b) Bell may, at its option, terminate this Licence upon 30 days' written notice to Owner or such other period reasonably agreed upon by the parties. Upon termination of this Licence and provided there are no subscribers to Services in the Building(s), Bell will be allowed 60 days to remove the Equipment, after which any remaining Equipment will be deemed abandoned and ownership and title will automatically transfer to Owner. If subscribers to the Services remain in the Building(s), Bell will retain title to the Equipment. Bell will not be responsible for any fees for the removal or disposal of Equipment of which ownership has transferred to Owner.
12. This Licence constitutes the entire agreement of the parties and supersedes all prior agreements and understandings on the subject matter hereof. Except as provided in Section 7, neither party makes any representation or warranty express or implied, statutory or otherwise to the other.
13. This Licence pertains to each separate Building listed on Page 1. Where applicable, the terms and conditions of this Licence shall be interpreted by the parties and by any third party applicable as if such terms and conditions apply to each Building separately from the other Buildings. For greater certainty, in the event that this Licence is terminated with respect to any one Building (whether pursuant to the terms of this Licence or otherwise), the terms and conditions of this Licence shall remain in full force and effect, unamended in respect of the remaining Building(s) for the Term.
14. Owner shall immediately notify Bell in the event of any sale, conveyance, assignment or transfer (other than a conveyance without consideration of a portion of a Building to a governmental authority required as part of or in the course of the development thereof) (collectively, a "Transfer") of all or part of a Building (the "Subject Building"). Upon any Transfer, Owner shall use best efforts to cause the transferee to execute and deliver to Bell an agreement whereby the transferee agrees to assume and be bound by all the rights and obligations of Owner as set out herein as they apply to the Subject Building as if the transferee was an original signatory hereof (the "Assumption"). Upon the date any such sale or Assumption becomes effective, Owner shall be released from its obligations under this Licence (which assumption, for greater certainty, the Owner covenants to obtain from the condominium corporation or the syndicate of the co-owners, as the case may be, upon registration of the Declaration) in respect of the Subject Building (save and except for any outstanding obligations arising hereunder prior to such Assumption). This Licence is binding upon and shall enure to the benefit of Owner and Bell and their respective heirs, executors, administrators, successors and assigns.
15. Upon (a) registration of a declaration and desamplification for a Building under condominium legislation of a province other than Quebec, or a declaration of co-ownership of a Building in Quebec (the "Declaration") before expiry of the term, and (b) assumption by the condominium corporation, or, in Quebec, the syndicate of the co-owners, established in the Declaration, of all rights and obligations of the Owner under this Licence, the Owner shall be released of its obligations under this Licence (except for any outstanding obligations arising prior to such registration). For greater certainty, this Section 15 only applies in the event of the registration of a Declaration.
16. 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 Licence to its auditors and financial and/or legal advisors.
17. Each party shall ensure that it complies with all applicable laws and regulations. This Licence will be governed by the laws of the province in which the Building(s) are located and the applicable laws of Canada and all applicable rulings and orders of federal, provincial and local governmental agencies, including, but not limited to, the Canadian Radio-television and Telecommunications Commission or any successor body.
18. If any provision of this Licence is found to be invalid, illegal or unenforceable, the other provisions of this Licence shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
19. Any demand, notice or other communication to be given in connection with this Licence must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient at the address listed on Page 1, with a copy of all notices to Bell to:
1 Carrefour Alexander-Graham-Bell
Tour A, 7e étage, Verdun, Quebec H3E 3B3
Fax: (514) 766-8758
Attention: Corporate Secretary
20. Sections 8, 11, 16, 17 and 18 will survive the expiration or termination of this Licence. Except for an assignment to an Affiliate, Bell may not assign this Licence without the prior written consent of Owner(s).
21. Any schedule attached to this Licence forms part of this licence.



ADDITIONAL TERMS

Owner and Bell agree that the terms below are incorporated into the **CACHET WOODBINE (CPL) LTD.; c/o Skygrid General Contractors** with the Effective Date of **February 22/ 2017**

Additional Terms

Bell shall pay a licence fee equal to \$900 ("Fee") to Owner annually in advance together with any applicable taxes.

Acknowledgement & Agreement

By signing below, Owner and Bell agree to the additional terms set out above. Signatory for Owner (or property manager) confirms their authority to bind the Owner.

Owner/Property Manager Signature

Bell Signature

Signature

Signature

Name

Name

Title

Title

Date

Date

Chairman
Mar. 30, 2017

Director, Strategic Asset Planning

JUN 13, 2017