

# Stockton & Bush

12 January 2015

**Attention:**

Dear:

SUBJECT: BELL CANADA TELECOMMUNICATION LICENSE AGREEMENT 111 GORDON BAKER ROAD TORONTO

With reference to the above noted document, enclosed please find one (1) fully executed copy of 111 Gordon Baker Road Telecommunications License Agreement for your Files.

I trust you will find the above and attached in order and satisfactory.

Should you have any questions or wish to discuss this or any matter, please do not hesitate to call me at

Yours truly,



**TELECOMMUNICATIONS LICENSE AGREEMENT**

**BETWEEN**

**S & A GORDON BAKER CORP**

(the "Owner")

- and -

**BELL CANADA**

(the "Bell")

Building Address: 111 Gordon Baker Road, Toronto, Ontario  
Commencement Date: September 1st 2014



## TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 11<sup>th</sup> day of September, 2014 between S & A Gordon Baker Corp. (the "**Owner**") and Bell Canada ("**Bell**"). The Owner represents that they are the rightful owner of the property described as 111 Gordon Baker Road in the city of Toronto (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. Subject to Bell submitting all installations and changes in writing for Landlord approval, acting reasonably.

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 service hours, three-hundred and sixty-five (365) days per year 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. After hours access must be supervised and reasonable standard after hours rates for building staff are applicable to a maximum of \$ 50.00 per hour

Bell shall pay to the Owner an annual license fee in respect of this Telecommunications Agreement. The License Fee of One Thousand Dollars (\$1,000) will be payable annually in advance, together with any applicable taxes including HST.

Hydro: The sum of \$800.00 per year in advance due on the Commencement Date and each anniversary thereafter.

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 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. 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 five (5) 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.

In the event the Owner enters into an agreement to sell, assign or otherwise transfer its interest in the Building as owner or lessor, the Owner shall (i) immediately notify the Licensee; and make commercially reasonable effort to cause such successor in interest to execute and deliver to the Licensee an agreement whereby the transferee agrees to assume and be bound by all the rights and obligations of the Owner as set out herein (the "**Assumption Agreement**"). 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 Section releases the Licensor from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.



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.

**S & A GORDON BAKER CORP.**

By its Agent Stockton & Bush PMI Inc

(Owner)

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

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

Name:

Title:

I/We have authority to bind the corporation

**BELL CANADA**

(Bell)

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

Name:

Title:

I/We have authority to bind the corporation