



**TELECOMMUNICATIONS LICENSE AGREEMENT**

**BETWEEN**

**174 SPADINA AVENUE HOLDING CORP.**

(the "Owner")

- and -

**BELL CANADA**

("Bell")

Building Address: 174 Spadina Ave., Toronto, ON

Commencement Date: 09/30/15, 2015



## TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 30 day of September 2015 between **174 SPADINA AVENUE HOLDING CORP.** (the "**Owner**") and Bell Canada ("**Bell**"). The Owner represents that they are the rightful owner of the property described as 174 Spadina Ave. in the city of Toronto (the "**Premises**" or the "**Building**").

1. 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 (the "**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 be used to serve the Premises and no other properties. Bell's exercise of its licence granted herein will not interfere with the use and enjoyment of the Premises by the Owner or tenants and occupants of the Premises.

2. 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.

3. 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.

4. 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.

5. 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.

6. Bell shall indemnify and save harmless the Owner, its officers, employees and agents from and against any loss, suit, claim, action, damage or expense for personal injury or property damage, to the extent that the same results from Bell's negligence, arising out of, from or by reason of its exercise of the rights pursuant to this Agreement, except to the extent any such loss, suit, claim, action, damage or expense is due to the negligence or misconduct of the Owner or its officers, employees or agents.



7. 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.

8. The term of this License is effective as of the Commencement Date shown on the title page and shall continue to run for a period of five (5) years from the Commencement 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.

9. Either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least 30 days' prior written notice to the other party:

- (a) any part of the Building has been destroyed or damaged to such an extent that, in Bell's sole opinion, Bell can no longer provide its Services and, in the Owner's sole opinion, it is not feasible to repair or rebuild the Building within a period of one hundred and eighty (180) days after the damage;
- (b) where the Building is expropriated by a lawful authority;
- (c) if the Owner has *bona fide* plans to redevelop, or otherwise alter the Building in such a manner that, in Bell's sole opinion, makes it not feasible for Bell to provide its Services or such plans cannot, in the Owner's sole opinion, accommodate the Services or the Equipment;
- (d) Bell no longer provides the Services in the Building; or
- (e) Bell 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 Bell Services or any other matters required by Bell to provide Bell Services.

Bell will be allowed 60 days from the date of expiration or termination of this Agreement to remove the Equipment. This obligation to remove the Equipment shall be subject to any CRTC-mandated obligations of Bell to maintain the Equipment in the Premises as demonstrated by Bell ("**Excluded Items**"). After the said 60 day period, any property or Equipment, except the Excluded Items, remaining on the Premises will be deemed abandoned, and such abandoned Equipment may be removed and disposed of by the Owner without liability therefor to Bell, and Bell will reimburse the Owner for the reasonable cost of removal and disposal of the abandoned Equipment within 60 days of submission by the Owner of an invoice for such cost. However, in no event will Bell assume costs of, or arising from, the removal of inside wiring equipment, including wires, cables, or addressable wall plates.

10. The Owner may assign its interest in this Agreement in the event the Owner enters into a bona fide agreement to sell, assign or otherwise transfer its interest in the Premises, provided the Owner (i) gives Bell notice of such sale, assignment or transfer; and (ii) uses best efforts to 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 Section. Upon the date any Assumption Agreement becomes effective or, in the event the Owner uses best efforts but is



unable to obtain an Assumption Agreement, upon completion of a transfer, the Owner will be immediately released from its obligations under this Agreement. For greater clarity, nothing in this Section releases the Owner from any liability(ies) that may arise prior to the date of completion of such sale, assignment or transfer herein.

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

**174 SPADINA AVENUE HOLDING CORP.**

(Owner)

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation

**BELL CANADA**

(Bell)

Per: