



**TELECOMMUNICATIONS LICENSE AGREEMENT**

**BETWEEN**

**1042710 ONTARIO LIMITED**

(the "Owner")

- and -

**BELL CANADA**

(the "Bell")

Building Address: 3300 Highway No. 7, Vaughan  
Commencement Date: February 1<sup>st</sup>, 2016



## TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 14<sup>th</sup> day of April 2016, between **1042710 ONTARIO LIMITED** (the "**Owner**") and Bell Canada ("**Bell**"). The Owner represents that they are the rightful owner of the property described as 3300 Highway No. 7 in the city of Vaughan (the "**Premises**" or "**Building**") and this License shall be for such areas of the property required to allow Bell to install and maintain the Equipment as depicted on Schedule "A" attached (the "**Equipment Space**").

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, mandatories and third parties (collectively referred to as "**Bell**"), a non-exclusive right and license to: (i) access the Building and the common areas within to install, construct, operate, maintain, repair, modify, improve, upgrade, replace, relocate within the Equipment Space, 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; (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.
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 are situated, from the property line to the Building, and in or through the Equipment Space. If Bell determines any Equipment must be installed to the Conduit, the Building and/or the Building's telecommunications/cable room (collectively, the "**Equipment Space**") Bell may install, operate, relocate, maintain, upgrade and remove any Equipment within the Equipment Space upon consent of the Owner, not to be unreasonably withheld. Except as otherwise provided in this License, 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 License belong to and be removable by Bell at its expense, repairing any damage caused by such removal, such removal to be at the option of the Owner. This obligation to remove the Equipment shall be subject to any CRTC-mandated obligations of Bell to maintain the equipment in the Building and in no event shall Bell be required to remove the in-building wire or addressable wall plates. The Owner reserves the right during the term of this License to re-designate the Equipment Space as reasonably required for its operation of the Premises, provided that if such re-designation takes place within the first two years of the Term or primarily to accommodate another telecommunications provider the cost of any associated relocation of Bell's Equipment shall be borne solely by the Owner.
3. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell and its agents 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.
4. The term of this License is effective as of February 1, 2016 (the "**Commencement Date**") and shall continue to run for a period of ten (10) years (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(s)**") on the terms and conditions herein. Notwithstanding the foregoing, the Annual License Fee shall be adjusted to reflect the percentage change of the Consumer Price Index for Toronto from the beginning of the Term or Renewal Term, as the case may be, to the beginning of the then current Renewal Term.
5. Bell shall pay the Owner an annual license fee (the "**Annual License Fee**") in respect of this License and the Equipment Space of 147 square feet of floor and/or wall space in the amount of \$ 20.00 per square foot per year, or \$2,940 per year, payable annually in advance on the first day of each year of the relevant Term or Renewal Term, as the case may be, together with any applicable taxes including H.S.T.
6. Bell covenants and agrees that it shall be responsible for its energy consumption and shall pay the Owner as a deposit (as an estimate of energy to be consumed) the sum of Eight Hundred Dollars (\$800.00) plus HST for energy, paid in advance, due on the Commencement Date and each anniversary thereafter. Within 120 days following the end of each year within the Term or Renewal Term, as the case may be, the Owner shall provide Bell with evidence of Bell's energy consumption and, if the estimate is greater than actual energy consumed, adjust accordingly with payment or credit to Bell immediately thereafter.



7. The Owner shall use reasonable commercial efforts to notify Bell in advance of any planned utility outages that may interfere with Bell's Equipment use but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages providing reasonable commercial efforts to provide advance notice of such planned utility outages were taken. The Owner has no obligation to provide emergency or "backup" power to Bell. Any provision of emergency or "backup" power shall be the sole responsibility of Bell.
8. 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. Owner represents and warrants that there is no existing environmental contamination.
9. 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 or removing 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 License not caused by Bell or those for whom Bell is responsible at law.
10. Bell shall indemnify and save harmless 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 of Bell's negligence arising out of, from or by reason of its exercise of the rights pursuant to this License, except to the extent any such loss, suit, claim, action, damage or expense is due to the negligence or misconduct of Owner or its officers, employees or agents. Owner shall indemnify and save harmless Bell, 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 of Owner's negligence arising out of, from or by reason of its operation of the Building, except to the extent any such loss, suit, claim, action, damage or expense is due to the negligence or misconduct of Bell or its officers, employees or agents. Neither the Owner nor Bell will be liable to the other (regardless of any other provision of this License), 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.
11. The relationship between the Owner and Bell is solely that of independent contractors, and nothing in this License 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.
12. The Owner shall not assign this License in whole or in part without obtaining the prior written consent of Bell which consent may not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Owner may assign this License to a new owner in the event that the current Owner sells the Building provided the new owner and Bell are notified accordingly. The Owner may terminate this License if, by no act of the Owner, Bell ceases to provide Bell Services using the Equipment. Except for an assignment to an Affiliate, Bell may not assign this License without the prior written consent of Owner.
13. Bell will evidence comprehensive general liability insurance with an insured limit of \$5,000,000.00 per occurrence. Umbrella or excess liability insurance may be used to achieve the required insured limit. A certificate of insurance shall be furnished to Owner upon request.
14. Bell shall obtain and maintain all licenses required to operate the Equipment.
15. Each party shall ensure that it complies with all applicable laws and regulations. This License will be governed by the laws of the province of Ontario, 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. If any provision of this License is found to be invalid, it may be severed without affecting the validity of the balance of the License.



16. 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 License or which impair Bell's ability to provide the Services in an economical or technically practical fashion, then (a) this License will be deemed amended in a manner to allow Bell to fulfil its legally mandated obligations, or (b) Bell may, at its option, terminate this License upon 30 days' written notice to Owner or such other period reasonably agreed upon by the parties. Upon termination of this License and provided there are no subscribers to Services in the Building, 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, 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.
17. Owner shall be entitled to terminate this License for any material breach by Bell upon provision of ninety (90) days' notice to Bell specifying the nature of the breach in sufficient detail to permit rectification by Bell. If such breach is incapable of remedy within such period or Bell has diligently commenced to remedy such breach within ninety (90) days' notice from Owner then the term of such notice shall be for such greater period of time as may permit Bell to remedy the breach. Rent will be adjusted to the date of termination.
18. Bell will comply with the Building's Access Policy as set out in Schedule "B." The attached Schedules 'A' & 'B' form part of the License.
19. Each party will be excused for delay in performance of their obligations hereunder if they are prevented from timely performance due to circumstances or events beyond their reasonable control.
20. Notices to be given under this License shall be in writing and may be delivered personally (with a written acknowledgement of receipt of the notice signed by a recipient representing and/or authorized by Owner or Bell as the case may be), or by mail (deemed received on third business day after posting) or by facsimile transmission (with confirmation of transmission and deemed delivered on the date transmitted) with a copy also sent by mail, to the names and addresses and facsimile numbers listed below:  
  
Owner: 3300 Highway #7, Suite 700, Vaughan, Ontario L4K 4M3; Fax (905) 660-1990.  
  
Bell: 1 Carrefour Alexander-Graham-Bell, Tour A, 7e étage, Verdun, Quebec H3E 3B3  
Fax: (514) 766-8758  
  
Attention: Corporate Secretary
21. Each party, upon the reasonable request of the other, will execute, do or cause to be done or executed all further and other lawful acts, deeds, documents, instruments and assurances for the better or more perfect and absolute performance of the terms of this License.
22. Sections 10, 15, and 16 will survive the expiration or termination of this License.

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

[SIGNATURE PAGE TO FOLLOW]



**1042710 ONTARIO LIMITED**

(Owner)

Per:

Per:

Name:

Title:

I/We have authority to bind the corporation

**BELL CANADA**

(Bell)



## SCHEDULE "B" Access Policy

### THE ROYAL CENTRE Telecom Providers Access Policy Also applies to 344 & 358 Edgeley Boulevard, Vaughan, ON.

#### Level 1 Access:

- 24/7 Access with lock box key.
- Contacting the building Supervisor before entering the premises is mandatory.
- 24 hours advance written notice except for emergency intervention outside business hours.
  - o For emergencies call the building Supervisor to explain the nature of the emergency.
  - o The building Supervisor has the last word and can decline access.

#### Level 2 Access:

- 24/7 Access with access card.
- Contacting the building Supervisor before entering the premises is mandatory.
- 24 hours advance written notice except for emergency intervention outside business hours.
  - o For emergencies call the building Supervisor to explain the nature of the emergency.
  - o The building Supervisor has the last word and can decline access.

#### Level 3 Access:

- Business Hour Escorted Access.
- Contacting the building Supervisor before entering the premises is mandatory.
- 24 hours advance written notice is mandatory.
- Emergency intervention outside business hours will only be granted for exceptional reasons.
  - o For emergencies call the building Supervisor to explain the nature of the emergency.
  - o The building Supervisor has the last word and can decline access.

#### All Level Access Please Note:

- You are required to respect our access policies at all times.
- All visitors must have WSIB clearance.
- No food or drinks in any equipment room.
- No garbage/debris is to be left behind. Premises will be inspected after each visit and you will be charged a disposal for if garbage is found.
- No blocking open of doors when not present inside the room.

**Business Access Hours are: 8am to 4pm, Monday to Friday except for Holidays. Access outside those hours will be charged at a rate of \$75.00 per hour. (3 hours minimum charge)**

#### Emergency contacts in order:

1- Sam Palombo	Building Supervisor	1(647) 963-5305	sam@firstlibgroup.com
2- Mirella Violo	General Manager	1(416) 294-9753	mviolo@firstlibgroup.com
3- Gary Stern	CFO	1(416) 508-6400	gistern@rogers.com

Thank you for your cooperation.

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Company name

\_\_\_\_\_  
Authorized Signatory (print)

\_\_\_\_\_  
Title

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Signature

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Date

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Access Level

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Admin Initials