

**PORTFOLIO AGREEMENT PRECEDENT**

**3<sup>RD</sup> PARTY FIBRE/COPPER  
TELECOMMUNICATIONS LICENSE AGREEMENT**

**BETWEEN**

**2725312 CANADA INC.**

(the "Licensor")

- and -

**BELL CANADA**

(the "Licensee")

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## INFORMATION PAGE

This page sets out information which is referred to and forms part of the 3<sup>rd</sup> PARTY FIBRE/COPPER TELECOMMUNICATIONS LICENSE AGREEMENT made as of the **27th** day of **May, 2021** between **2725312 CANADA INC.** as the Licensor and **BELL CANADA** as the Licensee.

The information is as follows:

Building: The building municipally known as 3345 Laird Drive in the City of Mississauga, and the Province of Ontario.

Commencement Date: the **1<sup>st</sup>** day of **June, 2021**

License Fee: The annual sum of Four Hundred and Fifty Dollars (**\$450.00**) calculated based on the annual rate of **Fifteen Dollars (\$15.00)** per square foot of the floor Deemed Area. The floor area of the Deemed Area is estimated to be a total of **30** square feet, but shall not in any case be less than 30 square feet.

Notices: Licensor  
2725312 Canada Inc.  
c/o QuadReal Property Group LP  
2000 Argentia Road, Plaza 5, Suite 101  
Mississauga, Ontario  
L5N 2R7

Attn: SVP, Industrial East

With a copy to:

c/o QuadReal Property Group LP  
3150 Ridgeway Drive, Unit 33  
Mississauga, Ontario  
L5L 5R5

Attention: Property Manager

Licensee  
Bell Canada  
c/o BGIS O&M Solutions Inc.  
87 Ontario Street West, 6<sup>th</sup> Floor  
Montreal, Quebec  
H2X 0A7

Attn: Director, Strategic Asset Planning

With a copy to:

Bell Canada Real Estate Services  
87 Ontario Street West, 6<sup>th</sup> Floor  
Montreal, Quebec  
H2X 0A7

Attention: Lease Administration

Prime Rate Reference Bank: The Canadian Imperial Bank of Commerce.

Renewal Term: Two (2) period(s) of Five (5) years

Term: The period starting on the Commencement Date, and ending on the **31<sup>st</sup>** day of **May, 2026**

**3<sup>RD</sup> PARTY FIBRE/COPPER  
TELECOMMUNICATIONS LICENSE AGREEMENT**

This License Agreement is made as of the **27<sup>th</sup>** day of **May**, 2021.

**B E T W E E N:**

**2725312 CANADA INC.**

(hereinafter the "Licensor")

- and -

**BELL CANADA**

(hereinafter the "Licensee")

**1. DEFINITIONS**

In this Agreement the capitalized terms appearing herein shall mean the following:

**"Affiliate"**: a company that is affiliated with another within the meaning of the Canada Business Corporations Act.

**"Agreement"**: this agreement, its Exhibits and Schedules and Information Page.

**"Broadcasting"**: any transmission of programs, whether or not encrypted, by radio waves or other means of telecommunication for reception by the public by means of any device.

**"Building"**: the building situated on the Lands; municipally described on the Information Page.

**"Business Day"**: a day that is not Saturday, Sunday, or a statutory holiday.

**"Cable"**: fibre optic, coaxial, copper cables and wires.

**"Commencement Date"**: the date stated as the Commencement Date on the Information Page.

**"Communications Equipment"**: cabinets, racks, electronic equipment and other equipment that (i) have been installed by the Licensee or a corporate predecessor of the Licensee, before the date of this Agreement, or (ii) are installed, or are to be installed by the Licensee, in the Deemed Area as described in Schedule "A", and (iii) such other equipment as may be installed by the Licensee during the Term and Renewal Term, as approved by the Licensor in accordance with Section 7.

**"Communications Spaces"**: telecommunications pathways and cable pathways designated by the Licensor, acting reasonably, for use by the Licensee to provide Services to tenants and/or occupants of the Building and such other pathways used by the Licensee during the Term and Renewal Term as approved by the Licensor in accordance with Section 7.

**"Connecting Equipment"**: the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that (i) have been installed by the Licensee or a corporate predecessor of the Licensee before the date of this Agreement, or (ii) are described in Schedule "B" and are installed, or to be installed by the Licensee, through the Entrance Link, and the Communication Spaces, and (iii) such other connecting equipment as may be installed by the Licensee in the Building during the Term and Renewal Term, as approved by the Licensor in accordance with Section 7, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

**"Consumer Price Index"**: (Base year 2002=100) wherever the Building is located in Canada, for all items. If the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by the Licensor, acting reasonably, will be used. If a substitution is required, the Licensor will make the necessary conversions. If the base year is changed by Statistics Canada or the applicable governmental agency, the necessary conversions will be made.

**"Cross Connection"**: the connection of one wire or cable under the management and control, or ownership of one party to a wire or cable under the management and control or ownership of another, by anchoring each wire or cable to a connecting block and placing a third wire between the two, or by any other means, and any other connection of the telecommunications system or any of its components that is under the management, control or ownership of one party to that of another, or any of its components.

**"CRTC"**: the Canadian Radio-television and Telecommunications Commission.

**"Deemed Area"**: the area described in Schedule "A".

**"Entrance Cable"**: the Cable installed or to be installed by the Licensee that connects the Licensee's telecommunications network from the property line of the Lands to the Communications Equipment and to the Main Distribution Frame and includes the tie Cables between the Communications Equipment and the Main Distribution Frame.

**"Entrance Link"**: the coresleeve, or other penetration designated by the Licensor, acting

reasonably, through the Building's foundation walls or elsewhere containing the Entrance Cable.

**"Equipment Room"**: the area containing the Main Distribution Frame for the Building.

**"Event of Default"**: defined in Section 16.

**"Existing Equipment"**: that part of the Licensee's Equipment installed before the date of this Agreement.

**"Fee"**: any amount payable by the Licensee under this Agreement.

**"Hazardous Substance"**: any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Building is situated or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenyls, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

**"In-Building Wire"**: as defined by the CRTC constitutes copper wires, Cable and other facilities which originate in the Equipment Room and run to the telecommunications room or riser room on each floor and thereafter to but not within the premises of the tenant's or occupants in the Building.

**"Information Page"**: the sheet attached to this Agreement as "Page IP".

**"Inside Wire"**: wires and other facilities which are usually in, or in proximity of, premises of the tenants or occupants of the Building, and which are under those persons' or entities' responsibility and control.

**"Lands"**: the lands occupied by the Building, and municipally described on the Information Page

**"LEC"**: a local exchange carrier regulated by the CRTC.

**"Licensee's Equipment"**: the Communications Equipment and the Connecting Equipment.

**"License Fee"**: the annual sums stated as the License Fee on the Information Page.

**"Main Distribution Frame"**: the main distribution frame or other physical location for the Cross Connection of a TSPs Entrance Cable to the In-Building Wire located in the Building.

**"Multi-Dwelling Unit Building"**: as defined by the CRTC in Decision 2003-45 constituting a building with at least two units and at least one unit occupied by a tenant

**"Owner(s)":** the owner or owners from time to time of the freehold or leasehold title of the Lands, the Building or either of them.

**"Plans and Specifications":** the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Section 7(a).

**"Prime":** the rate quoted from time to time as its "Prime Rate" for commercial loans in the City in Canada where the Licensor's head office is situated, by the bank indicated on the Information Page, as the "Prime Rate Reference Bank".

**"Recoverable Costs":** the costs and expenses particularized on Schedule "D" for building services requested of the Licensor by the Licensee or causal to the Licensee's construction and installation activities relating to the provision of the Services in the Building. However, Recoverable Costs shall not include costs that would be incurred by the Licensor in any event, costs that have already been incurred by the date of execution of this Agreement, the costs associated with the negotiation, management, administration, monitoring and enforcement of this Agreement or of other agreements with TSPs (except for charges for services identified in Schedule "D") and provided by the Technology Consultant), or fees in relation to a Technology Consultant.

**"Released Licensee Persons":** the Licensee and the officers, directors, employees, agents and contractors of the Licensee.

**"Released Licensor Persons":** the Licensor and Owner(s) and property manager of the Building and any lender that holds security on the Building, and the respective officers, directors, employees, agents and contractors, of all and any of them.

**"Renewal Term":** the renewal term(s) noted on the Information Page.

**"Services":** the telecommunications or other communications services to be provided by the Licensee to tenants or occupants in the Building.

**"Technology Consultant":** a person or entity retained by the Licensor to provide supervisory and professional services for all or part of the raceways, risers, ducts, conduits, sleeves, communications pathways (including the Communications Spaces), roof areas and other telecommunications related facilities in or serving the Building.

**"Term":** the period of time stated as the Term on the Information Page.

**"TSP":** a telecommunications or other communications service provider.

## 2. GRANT

- (a) The Licensor grants to the Licensee for the Term, a non-exclusive license:
  - (i) to install, operate, maintain, repair, replace, and remove, at the Licensee's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
  - (ii) to use the Entrance Link, Main Distribution Frame, and Communications Spaces;
  - (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and
  - (iv) connect the Licensee's Equipment to the In-Building Wire and Inside Wire.
- (b) The Licensee shall be provided access to the Lands and Buildings in order to exercise its non-exclusive license, twenty-four hours per day, three hundred and sixty-five days per year subject to:
  - (i) the Licensor's reasonable security requirements;
  - (ii) the notice requirement as provided in Section 9(b); and
  - (iii) an event of Force Majeure as provided in Section 29.
- (c) The Licensee shall use the Equipment Room and Deemed Area for the sole purpose of providing Services to tenants and occupants in the Building. The Licensee is expressly forbidden to serve other properties from the Building.
- (d) The Licensor may at any time, require the Licensee, to relocate within the Building any or all of the Licensee's Equipment, and the Deemed Area. Upon receipt of not less than one hundred and twenty (120) days advance written notice from the Licensor, (a "Relocation Notice") the Licensee shall relocate the Licensee's Equipment and the Deemed Area provided that the Licensee, acting reasonably, confirms in writing that such new location has sufficient specifications to enable the Licensee to continue to provide the Services. If the Relocation Notice requires the relocation to occur within the first two (2) years after the Commencement Date, the Licensor will be solely responsible for the direct, reasonable, out of pocket expenses of the relocation (the "Relocation Costs"), and if the Relocation Notice does not require the relocation to occur until after that two (2) year period, the Relocation Costs will be shared equally by the Licensor and the Licensee unless the relocation is primarily to accommodate another supplier of Services. In that case, the Licensee will not be required to pay any part of the relocation costs. The



Licensor shall permit the Licensee to effect any relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location. If a Relocation Notice is delivered, the Licensee, will, within fifteen (15) days after its receipt deliver written notice to the Licensor setting out particulars of its estimate of the Relocation Costs and, the Licensor will be entitled to rely upon that estimate in proceeding with the relocation. The Licensor may at any time within fifteen (15) days after receipt of the Licensee's estimate of the Relocation Costs rescind its Relocation Notice by giving written notice to the Licensee to that effect.

- (e) The Licensor makes no warranty or representation that the Equipment Room, Deemed Area, the Communications Spaces or any part of the Building is or are suitable for the Licensee's use.
- (f) The Licensor may grant, renew or extend similar licenses to other suppliers of telecommunications services. The License granted by this Agreement is revocable only in accordance with the express terms of this Agreement.
- (g) The Licensee agrees to assist the Licensor in improving the space and operating efficiencies within the Building by undertaking the following, at the Licensee's cost, at the request of the Licensor and within timeframes approved by the Licensor, acting reasonably:
  - (i) identifying Existing Equipment;
  - (ii) upon reasonable request from the Licensor, to achieve improved space and operating efficiencies in connection with specific cases, examining, identifying and labelling specific items of Existing Equipment;
  - (iii) relocating, reconfiguring and improving space and operating efficiencies related to Existing Equipment in accordance with the reasonable requests of the Licensor, but subject to Section 2(d);
  - (iv) upon request from the Licensor and with reasonable time to respond in the circumstances, providing to the Licensor its existing available information on its Existing Equipment, e.g. concerning types of wiring, wiring casings, materials used in the Existing Equipment, sizes, capacities and other information, where that other information may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers; and

- (h) The relationship between the Licensor and the Licensee 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.

### **3. FEES**

- (a) The Licensee agrees to pay the License Fee to the Licensor annually, on the anniversary of the commencement date of this Agreement, in advance without any set-off, deduction or abatement whatsoever.
- (b) The Licensee shall also pay to the Licensor any Recoverable Costs, plus an administration fee of 15% incurred by it within sixty (60) days after receipt of each itemized invoice, without deduction or set off.
- (c) Interest will accrue at that rate of interest that is three percent (3%) greater than Prime on any arrears of Fees payable by the Licensee, and will be payable when payment of the interest is demanded.
- (d) Value added taxes and similar taxes such as "HST" or "GST" are payable by the Licensee on all Fees.

### **4. TERM - OPTION TO RENEW**

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page.
- (b) The Licensee shall exercise its right to renew this Agreement, provided that the Licensee:
  - (ii) is not in default or has not been in persistent default of any of its obligations under this Agreement;
  - (iii) and gives the Licensor at least one hundred and twenty (120) days' written notice prior to the end of the Term or a Renewal Term of the Licensee's intention to renew. Each Renewal Term will be governed by the same terms and conditions set out herein except for: (i) any further right to renew; and (ii) the License Fee. The License Fee for the Renewal Term(s) shall be the greater of: (a) the License Fee payable during the preceding twelve (12) month period increased by a percentage equal to the percentage increase in the Consumer Price Index over the preceding term or the renewal term or (b) 12.5% per Five (5) year term however that in no event will the annual License Fee payable during any renewal Term be less than that which was payable during the twelve (12) months immediately preceding the commencement of such renewal Term.

## **5. USE**

The Licensee shall use the Building Communications Spaces, Deemed Area and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in the Building. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Agreement does not provide for the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment.

## **6. ELECTRIC UTILITIES**

The Licensor may estimate, acting reasonably, the amount and cost of electricity consumed by the Licensee, or may determine the amount and cost through the use of a sub-meter, which cost plus an administration fee of fifteen percent (15%) of the amount shall be paid by the Licensee when it is billed. Alternatively, the Licensee may install a meter at its cost, subject to Licensor's approval, which shall not be unreasonably withheld, and in that case it will pay for its electricity consumption directly to the utility supplier.

The Licensor shall notify the Licensee forty-eight (48) hours in advance of any extended planned utility outages that may interfere with the Licensee's Equipment use but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages. The Licensor has no obligation to provide emergency or "backup" power to the Licensee. Any provision of emergency or "backup" power shall be the sole responsibility of the Licensee.

## **7. CONSTRUCTION**

- (a) Subject to what is stated below, prior to performance of any work, or the making of any installation, and prior to changes that may result from work to repair, upgrade, maintain or replace any existing installation in the Building, the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for the work or installation detailing the type, size and location of the Licensee's Equipment that is proposed to be installed, altered or removed, the Communication Spaces to be used by the Licensee and the Deemed Area, all specifically describing the proposed construction and work. All working drawings, plans and specifications must be prepared in accordance with applicable engineering standards, and will be considered as part of the Plans and Specifications when they have been approved by the Licensor, in writing. No work shall commence until the Licensor has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. The Licensor's approval of Plans and Specifications is not deemed a representation that the Licensee's Equipment will not cause interference with other systems in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Licensee.

- (b) The Licensee warrants that, except for the Existing Equipment, the installation of the Licensee's Connecting Equipment, Entrance Cable and Cable shall be in strict compliance with the approved Plans and Specifications.
- (c) The Licensee agrees that installation and construction shall be performed:
  - (i) in a neat, responsible, and good and workerlike manner;
  - (ii) strictly consistent with such reasonable requirements as shall be imposed by the Licensor and communicated in advance to the Licensee in writing;
  - (iii) in accordance with all applicable laws, rules and regulations; and
  - (iv) using only contractors approved by the Licensor, acting reasonably, to perform the work on behalf of the Licensee.
- (d) The Licensee shall label each piece of the Licensee's Equipment, Existing Equipment, and Cable installed by the Licensee in the Building, Communications Spaces, and Deemed Area, at any intervals and at additional locations that the Licensor might reasonably require. The labelling will be in a format approved by the Licensor acting reasonably.
- (e) The Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Licensor prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over the Licensee's operations.
- (f) The Licensee shall not, during construction or otherwise block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways.
- (g) The Licensee may amend or supplement the Plans and Specifications approved by the Licensor, from time to time, with the prior written consent of the Licensor, for the purpose of serving tenants and occupants of the Building. All terms and conditions of this Section 7 shall apply.
- (h) Prior to the installation of any additional Licensee's Equipment under this Agreement, the Licensee will also provide to the Licensor whatever information the Licensor reasonably requires concerning types of wiring casings, materials used in the Licensee's Equipment, sizes, capacities and other information which may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or

the requirements of the Licensor's insurers. Should the Licensee at any time require further space, outside of the original Deemed Area, for additional equipment, the Licensor reserves the right to adjust the License Fees accordingly. Should the Licensee's Equipment require a sub-meter for electricity, or should the Licensor, acting reasonably, desire to install a sub-meter, the Licensor or the Licensee may install such meters, at the Licensee's cost. From time to time at reasonable intervals, the Licensor may require the Licensee to update the information referred to above in connection with the Licensee's Equipment and the Licensee will complete the update by confirmation in writing no later than ten (10) Business Days after written request.

## **8. COVENANTS**

- (a) The Licensee covenants as follows:
- (i) The Licensee shall, at its sole cost and expense, maintain and repair the Deemed Area and the Licensee's Equipment in proper operating condition and maintain them in satisfactory condition as to safety;
  - (ii) The Licensee shall, at its sole cost and expense, repair any damage to the Building, Communications Spaces and any other property owned by the Licensee or by any lessee or licensee of the Licensor or by any other occupant of the Building where such damage is caused by the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If the Licensee fails to repair or refinish the damage, the Licensor may repair or refinish such damage and the Licensee shall reimburse the Licensor all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs;
  - (iii) The Licensee shall not interfere with the use and enjoyment of the Building by the Licensor or by lessees, or licensees of the Licensor or tenants or occupants of the Building or other buildings. If such interference occurs, the Licensor may give the Licensee written notice thereof and the Licensee shall correct same as soon as possible but not more than forty-eight (48) hours after receipt of notice. If the Licensee fails to correct the conditions after proper notification, the Licensor may take any action the Licensor deems appropriate to correct the conditions, including termination of this Agreement, all at the cost of the Licensee, plus an administration fee equal to fifteen percent (15%) of those costs;
  - (iv) The Licensee's Equipment shall not disrupt, adversely affect, or interfere with other providers of communications services in the Building, the Building's operating, elevator, safety, security, or other

systems, or with any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties. The Licensee shall correct such interference as soon as possible but not more than forty-eight (48) hours after receiving written notice of such interference;

- (v) The Licensee will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Deemed Area, the Equipment Room, the Licensee's Equipment and In-Building Wire, including the Licensee's provision of services;
- (vi) The Licensee will comply with all Building Rules and Regulations as set out in Schedule "C", as periodically adopted by the Licensor and/or its Technology Consultant, acting reasonably, and will cause its agents, employees, contractors, invitees and visitors to do so;
- (vii) The Licensee will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the In-Building Wire. Despite the foregoing, the Licensor acknowledges and agrees that the Licensee is permitted to allow other local exchange carriers to connect to and use copper In-Building Wire under its responsibility and control and conversely, to connect to and use copper In-Building Wire under the control and responsibility of other local exchange carriers, at no cost;
- (viii) Subject to Schedule "A-1", except as required or mandated by the CRTC, the Licensee will not permit any other TSP to co-locate equipment in its Deemed Area nor will it permit any third party supplier to Cross Connect to any of the Licensee's Equipment or to use any part of the Licensee's Equipment for the purpose of providing telecommunication or similar services to customers in the Building;
- (ix) The Licensee will not use any part of the Licensee's Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network where disruption of the operation or use of the Licensee's Equipment or any part of it would have the effect of disrupting service to persons outside of the Building;
- (x) The Licensee will strictly comply with all occupational health and safety legislation, Workers' Compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable. The Licensee will

provide to the Licensor promptly, any and all evidence of compliance as required by the Licensor, acting reasonably; and

- (xi) If the Licensor elects to retain a Technology Consultant the Licensee will, to the extent directed by the Licensor (i) recognize the Technology Consultant as the duly authorized representative of the Licensor, and (ii) abide by all reasonable policies, directions and decisions of the Technology Consultant pertaining to matters such as the use of Communication Spaces and other areas within the Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns. The Licensee shall be responsible for any applicable recoverable costs as shown on Schedule "D" – Recoverable Fees.

(b) The Licensor covenants:

- (i) To operate, repair and maintain the Building and Building systems and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards;
- (ii) That any consent or approval of the Licensor pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for;
- (iii) Subject to the Licensee reimbursing the Licensor for the Licensor's reasonable costs in doing so, and subject to payment to the Licensor of an administration fee of fifteen percent (15%) of those costs, to cooperate with the Licensee to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Licensee's construction, installation and operations provided for in this Agreement, in or in respect of the Building; and
- (iv) If the operation of the Licensee'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 Building, the Licensor shall, to the extent that it is commercially reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Licensee 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.

## **9. ACCESS**

- (a) The Licensee's authorized representatives may have access to the Equipment Room at all times during normal business hours, and at other times

as agreed by the parties in advance, for the purposes of installing, maintaining, operating, and repairing the Licensee's Equipment. The Licensor will give the Licensee's authorized employees or properly authorized contractors, subcontractors, and agents of the Licensee ingress and egress to the Lands, Building and Communications Spaces including non-exclusive use of an elevator during normal business hours, and at other times as agreed by the parties in advance. However, only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of the Licensee, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building, Communications Spaces, Equipment Room, or other areas in the Building and only upon the conditions set forth in this Agreement. The Licensee shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communication Spaces, Equipment Room, or other areas in the Building.

- (b) Except in the event of an emergency and as described below, the Licensee will give at least twenty-four (24) hour notice to the Licensor of its intent to enter Communications Spaces. At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. For routine service activations and repair visits to the Building during normal business hours for which purposes the Licensee requires access without advance notice in order to meet its CRTC-mandated service provisioning and service repair intervals this notice may be given at the time of the entry, to the security person, or other person designated for that purpose by the Licensor. Any person who accesses the Building Communication Spaces, or any other part of the Building which the Licensor designates outside of normal business hours, may be required by the Licensor to be accompanied by a representative of the Licensor designated for that purpose and the cost of providing this form of accompaniment or supervision will be paid by the Licensee to the Licensor based on hourly wage and employment cost plus an administration fee of fifteen percent (15%). In the event of any emergency, the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Communications Spaces and, within five (5) Business Days following the entry, shall provide to the Licensor a written report detailing the nature of such emergency, if the response was delivered by the Licensee's authorized employees or properly authorized contractors, subcontractors, or agents, the corrective actions taken, and any other relevant information.
- (c) Nothing in this Agreement shall prohibit or otherwise restrict the Licensor and its representatives from having access to and to enter upon and into the Equipment Room or any Deemed Area for the purpose of inspections, conducting maintenance, repairs and alterations which the Licensor wishes to make in connection with the Building, or to perform any acts related to the



safety, protection, preservation, or improvement of the Equipment Room, Deemed Area, or the Building or for such other purposes as the Licensor considers necessary. The Licensor will, however, except in case of an emergency, give the Licensee at least twenty-four (24) hours advance notice before entry into the Deemed Area and will be accompanied by a representative of the Licensee if the Licensee makes a representative available for that purpose.

## **10. INSURANCE**

- (a) The Licensee shall maintain in force, at its expense, during the Term of this Agreement and any Renewal Term, a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Licensor, acting reasonably, insuring the Licensee and, as additional insureds, the Licensor, the Owner(s), any property manager or any lender that holds security on the Building that the Licensor may reasonably designate by written notice, only in respect of matters related to the operations of the Licensee in the Building, with a combined single limit of ten million dollars (\$10,000,000.00) per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Building and tangible property of the Licensor in the Building or bodily injury or death of the Licensor's employees, or bodily injury or death or physical damage to tangible property suffered by any of the customers of the Licensee and their employees in the Building. The Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies, will contain owners' and contractors' protective coverage, standard non-owned automobile coverage, contingent employer's liability insurance, a cross liability and severability of interests clause, and be written on an occurrence basis.
- (b) The Licensee will also maintain (i) an automobile liability insurance policy, and (ii) all risk property insurance on the Licensee's Equipment with a sufficient insured limit to cover its replacement cost and with a waiver of subrogation against the Licensor from the property insurers or, alternatively, the Licensee may self insure for the full replacement cost of the Licensee's Equipment, as approved by the Licensor, which approval shall not be unreasonably withheld. In the case a Licensee is self insured for the full replacement cost of the Licensee's Equipment, the Licensee must provide the Licensor with a waiver of subrogation against the Licensor from the property insurers.
- (c) The Licensee's Commercial General Liability insurance shall be primary insurance insofar as the Licensor and the Licensee are concerned, with any other insurance maintained by the Licensor being excess and non-contributing with the insurance of the Licensee required hereunder with respect to the extent of the negligence of Licensee and those over whom it

is responsible in law. The Owner may request other types of additional insurance coverage, acting reasonably.

- (d) The Licensee shall provide proof of such insurance to the Licensor prior to commencement of any construction and notify the Licensor, in writing, that a policy is cancelled or materially changed to the detriment of the Licensor at least thirty (30) days prior to such cancellation or material change. Annually, on the anniversary of the Commencement Date, or upon renewal of the respective policies as the case may be, the Licensee shall provide proof of such insurance in the form of insurance certificates signed by the Licensee's insurance brokers or its insurers' authorized representatives and in form, content, and detail as approved by the Licensor, acting responsibly.
- (e) The Licensor will maintain all risk property insurance on the Building.

## **11. RELEASE BY LICENSEE**

In no event will the Licensor be liable to the Licensee and the Licensee releases the Licensor for:

- (a) any damage to the Licensee's Equipment, Equipment Room, and Deemed Area or loss of use of such property unless, subject to section 11 (f) below, the same results from the gross negligent or wrongful willful acts of the Licensor;
- (b) the quality, adequacy, compatibility or sufficiency of any Building Communication Spaces provided to the Licensee hereunder, it being acknowledged by the Licensee that all Building Communication Spaces are provided "as is" and "where is", the use of which is at the sole risk of the Licensee;
- (c) the activities of any third party, under the terms of another telecommunications access license or otherwise, whether or not the party has been escorted while within the Building;
- (d) any claims resulting from lightning or other electrical current passing through the Building or facilities that cause any damage to the Licensee's Equipment or result in the interruption of any service by the Licensee;
- (e) the inadequacy of any utility service, or the loss of or the failure to provide any utility service save and except for the failure of the Licensor to provide reasonable prior written notice in accordance with Section 6. The Licensee acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in buildings and the Licensee further acknowledges that any sensitive Equipment in and on the Building will be protected by the Licensee from any failure in supply or interruptions through

the use of a UPS system, surge protectors and other appropriate safety systems; or

- (f) any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of or use of property referred to in paragraph (a), or damage to property in respect of which the Licensee maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party insurer or the Licensee self-insures it being acknowledged that the Licensor, in requiring the Licensee to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licensor, unless the damage, loss, cost or expense results from the gross negligent or wrongful willful acts of the Licensor.

## **12. LIENS**

The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under the Licensee. The Licensee shall also indemnify, hold harmless and defend the Licensor and Owner(s) against any such liens, including the reasonable fees of the Licensor's solicitors. The provisions of this Section shall survive termination of this Agreement. All such liens shall be removed within five (5) Business Days of notice to the Licensee to do so. The Licensor may, at the cost of the Licensee, pay money into court to obtain removal of a lien if the Licensee fails to do so, as required, and the Licensee will pay the cost to the Licensor including the amount paid into Court plus an administration fee equal to fifteen percent (15%) of the amount.

## **13. AGENCY AND TRUST**

- (a) Neither the Licensor nor the Licensee 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.
- (b) Wherever a release is provided for under this Agreement in favour of the Licensor, it will be deemed to include the Released Licensor Persons. The Licensor acts as agent or trustee for the benefit of the Released Licensor Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.

- (c) Wherever a release is provided for under this Agreement in favour of the Licensee, it will be deemed to include the Released Licensee Persons. The Licensee acts as agent or trustee for the benefit of the Released Licensee Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.
- (d) Neither the Licensor nor the Licensee will make a claim against a third party in respect of a matter from which a Released Licensor Person or a Released Licensee Person, as the case may be, is released from liability under this Agreement, if the third party would have a claim for contribution or indemnity against the Released Licensor Person or the Released Licensee Person, as the case may be.

**14. ASSIGNMENT, SUBLICENSING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE LICENSEE**

- (a) The Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensor which consent may not be unreasonably withheld. Despite what is stated above, the Licensee may assign its rights under this Agreement, on a bona fide basis, to an Affiliate without the prior written consent of the Licensor, or to a purchaser of substantially all of the assets of the Licensee if: (i) the assignee executes an agreement with the Licensor to be bound by the terms of this Agreement and agrees to pay the reasonable costs of the Licensor incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of the Licensee, an assignment in respect of which the Licensor's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Licensor those reasonable particulars which the Licensor requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Licensor reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement mentioned above and to satisfy itself that the requirements stipulated above are satisfied.
- (b) No assignment whether to an Affiliate or otherwise, shall release the Licensee from any liability or obligation under this Agreement, unless the Licensor provides a release in writing.
- (c) Subject to Schedule "A-1", except as required or mandated by the CRTC and as provided for in this Agreement, the Licensee will not sublicense, co-locate, share the use of, or otherwise provide the benefit of this Agreement to any third party telecommunication provider or other communication service provider and will not mortgage or encumber its rights under this Agreement in favour of any Lender without the Licensor's consent.

- (d) Despite what is stated above, the Licensee will be permitted to assign its rights under this Agreement to a bona fide lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking. However, this permission does not imply or allow the inference that the Licensor waives, or is willing to forbear from the exercise of its remedies under this Agreement, should an Event of Default occur, nor that any lender will have any greater rights than the Licensee in respect of this Agreement, including but not limited to the restrictions set out in this Section 14.

## **15. HAZARDOUS MATERIALS**

The Licensee shall not install, bring upon, or use any Hazardous Substance into or on the Building except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Licensee's business in the Building as permitted under this Agreement, and provided that any such use is in compliance with all applicable laws. The Licensee shall indemnify and hold the Released Licensor Persons and any party the Licensor is responsible for at law, harmless from any claim, loss, cost, damage, or expense resulting from any breach regarding the installation or use of any Hazardous Substance brought into or on the Lands or Building by the Licensee, including any and all costs incurred in remedying such breach, with such indemnity to survive the expiration or earlier termination of this Agreement.

## **16. EVENTS OF DEFAULT - TERMINATION REMEDIES**

- (a) Each of the following events shall be deemed to be an Event of Default by the Licensee under this Agreement:
  - (i) the Licensee defaulting in the payment of any License Fee, amount, or portion thereof, or other sum of money due to the Licensor and such default continues for more than Five (5) Business Days, after written notification of such default by the Licensor to the Licensee;
  - (ii) there is interference with the telecommunications or computer equipment of the Licensor, any tenant, or any other occupant of the Building or any other telecommunications or computer devices provided in the Building by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Licensee's Equipment, which interference is not cured within forty-eight (48) hours of the Licensee's receipt of written notice by the Licensor of such interference;
  - (iii) the revocation of the Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Licensee's providing of such services;

- (iv) the Licensee's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver or liquidator of the Licensee or of any of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of the Licensee;
  - (v) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Licensee under any loan or debt obligation;
  - (vi) the ceasing of the Licensee to carry on business in the ordinary course; or
  - (vii) if the Licensee shall default in the observance or performance of any of the Licensee's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Licensor to the Licensee.
- (b) Upon or after the occurrence of an Event of Default the Licensor may elect to terminate this Agreement without limiting its other remedies.
- (c) If the Licensor shall default in the observance or performance of any of the Licensor's material obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Licensee to the Licensor, the Licensee may terminate this Agreement.

## **17. RESTORATION OBLIGATIONS**

- (a) At the expiration or earlier termination of this Agreement, provided there are no longer any active subscribers or tenants and/or occupants of the Building paying for Services delivered by the Licensee in the Building, the Licensee shall, at the Licensee's sole cost and expense, without liens, remove the Licensee's Equipment except for the Entrance Cable and any part of it that by agreement between the Licensee and the Licensor has been acquired by the Licensor, and all of the Licensee's personal property from the Building. This obligation to remove the Cables and all other items of the Licensee's Equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to other TSP's. If any property that is required to be removed is not so removed within ninety (90) Business Days after the termination, the property may, at the Licensor's sole option, (i) be removed by the Licensor at the Licensee's expense plus an administration fee equal to fifteen percent (15%) of the expense, or (ii) become the property of the Licensor without compensation to the Licensee. As of the date of such

removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of the Licensee's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, the Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to fifteen percent (15%) of the cost. The Licensee will provide to the Licensor upon completion of the removal of the Licensee's Equipment an engineer's report confirming completion of the removal in accordance with this Agreement.

- (b) If due to CRTC mandated obligations upon the Licensee to provide services to other TSPs, the Licensee is not required by Section 17(a) to remove the Entrance Cable or vertical copper cable or other items of the Licensee's Equipment ("Exempted Items") then despite the expiration or termination of the Term of this License, all of the obligations of the Licensee under this Agreement will continue in full force and effect except that the obligation to pay the License Fee will be suspended so long as the Licensee does not provide Services. That situation will continue (subject to the sentence following this one) until the Licensee's CRTC mandated obligations end and the Licensee removes the Exempted Items and restores damage as provided in Section 17(a). So long as, and to the extent a third party assumes responsibility and control of the Exempted Items, and the third party is bound by a telecommunications access agreement with the Licensor, or a successor of the Licensor, the Licensee will be exempted from the obligation to remove the Exempted Items.

## **18. LICENSOR'S ALTERATIONS**

Despite anything else in this Agreement, the Licensor may, at any time, make any changes in, additions to or relocations of any part of the Building; may grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building, may close all or any part of the Building to such extent as the Licensor considers necessary to prevent the accrual of any rights in them to any persons; and the Licensor may also make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by the Licensee) which serve any part of the Building. No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

## **19. NOTICES**

Any demand, notice or other communication to be given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date of delivery, provided that delivery is made before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated on the Information Page. Notices given by electronic means will not be considered to have been given in writing.

## **20. LICENSEE'S EQUIPMENT TO REMAIN PERSONAL PROPERTY**

Except as otherwise provided in this Agreement, the Licensee's Equipment, Entrance Cable and In-Building Wire shall remain personal property of the Licensee although it may be affixed or attached to the Building, and shall, during the Term of this Agreement, or any Renewal Term, and upon the expiration of this Agreement belong to and be removable by the Licensee.

## **21. LICENSE ONLY**

This Agreement creates a non-exclusive license only and the Licensee acknowledges that the Licensee does not and shall not claim any interest or estate of any kind or extent whatsoever in the Building, Communications Spaces, or Equipment Room by virtue of this Agreement or the Licensee's use of the Building, Communications Spaces or Equipment Room. The relationship between the Licensor and the Licensee shall not be deemed to be a "landlord-tenant" relationship and the Licensee shall not be entitled to avail itself of any rights afforded to tenants at law.

## **22. LIMITATION OF LIABILITY**

The obligations of the Licensor under this Agreement shall no longer be binding upon the Licensor if the Licensor or Owner(s) sells, assigns or otherwise transfers its interest in the Building as owner or lessor (or upon any subsequent licensor or owner after the sale, assignment or transfer by such subsequent licensor). If there is such a sale, assignment or transfer, the Licensor's obligations shall be binding upon the grantee, assignee or other transferee of the interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed those obligations. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. 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.

## **23. SPECIFIC TERMINATION RIGHTS**

- (a) If the purchaser, assignee, or transferee of the Licensor's interest in the Building refuses to assume the Licensor's obligations under this Agreement as provided in Section 22, the Licensor may terminate this Agreement on thirty (30) days written notice.



- (b) In addition to the other termination rights provided to it in this Agreement, either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the other party:
- (i) where the Building has been destroyed, or damaged to such an extent that it is not feasible to repair it within a period of one hundred and eighty (180) days after the damage;
  - (ii) where the Deemed Area or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;
  - (iii) where the Building is expropriated by a lawful authority;
  - (iv) where the Licensor has bona fide plans to redevelop, or otherwise alter the Building in such a manner as to, in the Licensor's opinion, make the relocation of any part of the Deemed Area or the Licensee's Equipment not feasible;
  - (v) the Licensee no longer provides Licensee's Services in the Building;
  - (vi) the Licensee 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 Licensee Services or any other matters required by the Licensee to provide Licensee Services, despite having used best efforts to do so; or
  - (vii) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC.

## **24. ESTOPPEL CERTIFICATES**

The Licensee will provide to the Licensor from time to time, within ten (10) Business Days of the Licensor's written request in each case, at no cost to the Licensor, a statement duly executed by the Licensee confirming that this Agreement is in good standing confirming, the Fees payable and the Fees actually paid to any date specified by the Licensor for the statement confirming the Commencement Date, the Term, any Renewal Term to which it claims to be entitled, and any other information that the Licensor reasonably requests pertaining to this Agreement or Building.

## **25. LICENSOR'S AUTHORITY**

The Licensor represents that it has full authority to execute this Agreement.

## **26. SEVERAL OBLIGATIONS - NON-RECOURSE**

The liability of each of the Owner(s) where there are more than one, is several and not joint, or joint and several and is limited to the interest of the Owner(s) from time to time in the Building.

## **27. ENTIRE AGREEMENT**

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties.

## **28. LICENSEE'S REPRESENTATION**

The Licensee represents to the Licensor and acknowledges that the Licensor relies upon this representation and would not have entered into this Agreement but for that representation, that, the construction, design and operation of the Licensee's Equipment includes back-up, redundant and "fail safe" features so that the risk of damage, malfunction or disruption of the Licensee's Equipment disrupting service to customers or other third parties utilizing that network and equipment (except for telecommunication services between (i) the customers of the Licensee or the customers of telecommunication service providers that lease local loops from the Licensee to serve customers within the Building and (ii) persons communicating with those customers) is minimized.

## **29. FORCE MAJEURE**

Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall include, but is not limited to: any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotion or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause or event beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be a force majeure.

## **30. IMPLIED WAIVERS**

A waiver by the Licensor or the Licensee of any breach of the terms, covenants and conditions of this Agreement shall not be deemed to be a waiver of the term, covenant or condition or of any subsequent breach of it or any other term, covenant or condition. No

term, covenant or condition of this Agreement is deemed to have been waived unless the waiver is in writing and signed by the Licensor or the Licensee, as the case may be.

**31. SEVERABILITY**

If any provision of this Agreement or any part of a provision is found to be illegal or unenforceable then it will be severed from the rest of this Agreement and the rest of this Agreement will be enforceable, accordingly.

**32. GOVERNING LAW**

This Agreement will be governed by the laws of the province in which the Building is situated.

*[The remainder of this page intentionally left blank.]*

**33. ELECTRONIC SIGNATURES**

This agreement may be executed by counterparts and by facsimile or electronic transmission, and if so executed, each document shall be deemed to be an original, shall have the same effect as if all parties had executed the same copy of this agreement, and all of which copies (when taken together) shall constitute one and the same document. If requested by licensor, the parties hereto shall act reasonably and diligently to execute and deliver originals of this agreement in hard copy within ten (10) business days of licensor's request.

**IN WITNESS WHEREOF** the parties have executed this agreement.

**2725312 CANADA INC.**  
(Licensor)

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

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signing Officer

I/we have authority to bind the corporation

**BELL CANADA**  
(Licensee)

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Senior Specialist, Asset Manager

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

I/we have authority to bind the corporation

## **SCHEDULE “A-1” SPACE CONSOLIDATION**

In this Schedule “A-1” the following definitions apply:

“Co-location”: a relocation permitted by this Schedule “A-1” of Related Party Equipment or Communications Equipment.

“Combined Area”: the total floor area occupied by the Deemed Area or the Related Party Space after a Co-location.

“Corporate Change”: a corporate reorganization, amalgamation, merger, acquisition, divestiture or other corporate asset change, structural or organizational change involving the Licensee or a Related TLA Party where the change becomes effective after the date of this Agreement and the Related TLA Party is an Affiliate of, becomes an Affiliate of, or is merged or amalgamated with the Licensee.

“Minimum Area” : the minimum area upon which the annual License Fee is based under this Agreement, or upon which the TLA Fee is based if, in either case, the actual floor area of the Deemed Area or the Related Party Space is less than the minimum area.

“POP Room Equipment”: cabinets, racks electronic equipment, panels and other equipment intended to provide telecommunications services to tenants and occupants of the Building.

“Related Party Equipment”: POP Room Equipment owned by a Related TLA Party and installed in Related Party Space.

“Related Party Space”: space leased or licensed to a Related TLA Party to house Related Party Equipment.

“Related TLA Party”: a corporation, other than the Licensee, that is bound by a TLA and is involved in a Corporate Change.

“TLA” an agreement with the Licensor, or the Owner(s) under which a licensee or tenant is permitted to operate or install POP Room Equipment in a Related Party Space.

“TLA Fee”: the annual minimum or basic license fee payable under a TLA.

If, as the result of a Corporate Change, the Licensee determines that the Communications Equipment, or that Related Party Equipment is redundant, then the Licensee, on at least thirty (30) days notice to the Licensor may:

- (a) at its cost, relocate the Communications Equipment to the Related Party Space, or permit the Related TLA Party to relocate its Related Party Equipment to the Deemed Area;
- (b) terminate this Agreement; or
- (c) if the Licensee has become the licensee or tenant under the TLA, terminate the TLA between the Licensor and the Related TLA Party.

If a Co-location occurs, all costs reasonably incurred by the Licensor to alter the Building space, facilities or equipment to accommodate the Co-location will be recoverable by the Licensor as Recoverable Costs. The Deemed Area or the Related Party Space will only be increased in size or reconfigured if appropriate space is available in the Building. On the occurrence of a Co-location, the Licensee will no longer have any right to occupy the Deemed Area, unless the Related TLA Party gives up its right to occupy the Related Party Space.

On the first day of the month following the month in which a Co-location occurs, the License Fee may, at the Licensor's option, be adjusted as follows:

- (i) if the both the License Fee and the TLA Fee are based on Minimum Areas, and the Combined Area is sixty (60) square feet or less, the License Fee will be increased so that it is based on sixty (60) square feet but so long as the TLA Fee, based on the Minimum Area under the Related TLA Party continues to be paid it will be credited against that License Fee;
- (ii) if Related Party Equipment is relocated to the Deemed Area and the Combined Area is greater than sixty (60) square feet, then the Combined Area may be reduced by thirty (30) square feet for the calculation of the License Fee, so as long as the Related TLA Party pays a TLA Fee based on at least thirty (30) square feet; or
- (iii) if the Communications Equipment is relocated to the Related Party Space and the Combined Area is greater than sixty (60) square feet, then the License Fee will be calculated on only thirty (30) square feet as long as the TLA Fee is calculated and paid based on the Combined Area less thirty (30) square feet.

If this Agreement is terminated or the TLA with the related TLA party is terminated, then the License Fee or the TLA Fee, as the case may be, will be adjusted if necessary so that it is calculated on at least sixty (60) square feet.

**SCHEDULE "A"  
DEEMED AREA**

**SCHEDULE "B"**  
**COMMUNICATIONS AND CONNECTING EQUIPMENT**



## **SCHEDULE "C"**

### **BUILDING RULES AND REGULATIONS**

The Licensor may change the Building Rules and Regulations from time to time without notice.

For the purposes of this Schedule "C", "Licensee's Parties" shall mean Licensee's servants, agents, employees, contractors and those for whom Licensee is in law responsible.

1. No inflammable oils or other inflammable, dangerous or explosive materials shall be kept or permitted to be kept in the Building.
2. No Licensee's Parties shall use the any portion of the Building for sleeping apartments or residential purposes or for the storage of personal effects.
3. No musical instruments or sound producing equipment or amplifiers which may be heard outside the Building shall be played or operated in the Building.
4. Licensee shall not use any portion of the Building for the storage of personal effects or articles other than those required for business purposes.
5. The Licensee shall not allow any accumulation of debris, garbage, trash or refuse either in or outside of the Building or on the Lands.
6. If any emergency situation arises, Licensee shall cause Licensee's Parties to vacate the Building if directed to do so by Licensor or any public authority in the manner prescribed by Licensor or such public authority.
7. Licensee shall not cause unnecessary labour by reason of carelessness and indifference to the preservation of good order and cleanliness in the Building.
8. No animals (except service animals) shall be brought or kept in or about the Building.
9. Canvassing, soliciting and peddling in the Building is prohibited and Licensee shall co-operate to prevent the same.
10. The sidewalks, entries, passages and staircases shall not be obstructed or used by Licensee or its employees, agents, visitors or licensees for any purpose other than ingress to and egress from the Building. Nothing shall be thrown by Licensee's Parties out of the windows or doors, or into the entries, passages, escalators, elevators or staircases of the Building. Licensor reserves entire control of the sidewalks, entries, passages, escalators, elevators, staircases, and corridors which are not expressly included within this License, and shall have the right, but not the obligation, to make such repairs, replacements, alterations, additions, decorations and improvements thereto and to place such signs and appliances

therein, as it may deem advisable, provided that ingress to and egress from the Building is not unduly impaired thereby.

11. Licensor shall have the right to prohibit any advertising of or by Licensee, which in Licensor's opinion, tends to impair the reputation of the Building or its desirability as a building for offices or for financial, insurance and other institutions and businesses of a like nature. Upon notice from Licensor, Licensee shall refrain from or discontinue such advertising.
12. Licensee's Parties shall not smoke in the Building.
13. Licensee will co-operate with Licensor's efforts to stipulate designated smoking areas away from public entrances.
14. The Licensee shall not do or permit anything to be done in the Building, or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the Building or on property kept therein, or obstruct or interfere with the rights of other licensees or in any way injure or annoy them, or violate or act at variance with the laws relating to fires or with the regulations of the Fire Department or any governmental authority, or with any insurance upon the Building, or violate or act in conflict with any statutes, rules and ordinances governing health standards or with any other statute or municipal by-law.
15. If any apparatus used or installed by Licensee requires a permit as a condition for installation, Licensee must provide a copy of such permit to Licensor prior to such installation.
16. Notice shall be given by Licensee to Licensor with respect to Licensee's intention to place any heavy material or thing within the Building and all details and specifications thereof shall be supplied to Licensor's structural engineers for its approval and Licensee shall comply with the directions of Licensor or its structural engineer in respect thereof. Any and all engineer's costs for consultation shall be treated as Excess Costs.
17. No locks shall be changed by Licensee either within the Building or on the access doors thereto, except by approval of and co-ordination by Licensor. Licensee shall ensure that all locks within the Premises and all access door locks shall be keyed to the Building master key system.
18. Licensee agrees to observe all reasonable Rules and Regulations regarding the security and protection of the Building and the Tenants thereof including, without limitation, the right of Licensor to search Licensee's Parties and/or any article carried by any Licensee's Parties entering or leaving the Building.
19. Licensee agrees to report all water leaks promptly to Licensor.

20. Licensee agrees to co-operate with Licensor to conserve energy and lower energy demand and consumption when reasonably requested to do so by Licensor, including co-operating with such measures as keeping window coverings drawn, turning off lights in unoccupied areas and raising/lowering temperatures to accommodate utility demand reductions.
21. Overnight use of the parking facilities is strictly prohibited.
22. Use of portable storage containers outside the Building is strictly prohibited.
23. Licensor shall have the right to change said Rules and Regulations and to waive in writing or otherwise, any or all of the said Rules and Regulations in respect of any one or more tenants or licensees, and Licensor shall not be responsible to Licensee for non-observance or violation of any of said Rules and Regulations by any other tenant or other licensee. The provisions of the Rules and Regulations shall not be deemed to limit any obligation or provision of this License to be performed or fulfilled by Licensee.

## **SCHEDULE "D"** **RECOVERABLE COSTS**

The Recoverable Costs are the costs of:

- (a) Professional Engineering consulting fees including but not limited to provide or review of architectural, mechanical and electrical, telecommunication and technology and heating, ventilating and air-conditioning design for construction of additional main terminal room or point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of the Licensee's Equipment;
- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Licensee's requirements;
- (c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for the Licensee's Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;
- (d) the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of the Licensee;
- (e) construction for additional space or reconstruction or modification of existing space to accommodate the Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of the Licensee including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;
- (f) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 7(a); and
- (g) any other reasonable costs of facilitating the initial set up of the Licensee's operations within the Building.