



TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

FORTY-SIX SPADINA AVE. LTD.

(the "Owner")

- and -

BELL CANADA

(the "Bell")

Building Address: 46 Spadina Ave., Toronto Ontario
Commencement Date: October 1, 2014



TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 1st day of October, 2014 between Forty Six Spadina Ave. Ltd. (the "**Owner**" or "**Licensee**") and Bell Canada ("**Bell**" or "**Licensors**"). The Owner represents that they are the rightful owner of the property described as 46 Spadina Ave. in the city of Toronto (the "Premises").

The term of this License is for ten (10) years commencing October 1, 2014 and expiring on the 30th day of September 2024 (the Term).

In consideration of this license and the right to install and use the Equipment within the Equipment Room, the Licensee shall pay to the Licensors an annual License Fee in the amount of One-thousand, five-hundred dollars (\$1,500.00) plus HST in Canadian Dollars payable, in advance, on the first day of October of each and every year of the Term.

The Owner grants to Bell, its affiliates, successors, and assigns, a non-exclusive license: (i) to install, construct, operate, maintain, repair, improve, replace, and remove, at Bell's sole expense and risk, the Equipment; (ii) to use the conduit, entrance link and communications spaces to connect the Equipment; and (iii) connect Bell's Equipment to the in-building wire and inside wire. "**Equipment**" includes but is not limited to any hardware, wire, cabling, infrastructure or otherwise (excluding conduit), which is necessary and incidental to enable and deliver and demonstrate Bell Services to occupants of the Premises. The location of Bell's Equipment, wire, cable and conduit shall be subject to Owner's consent not to be unreasonably withheld or delayed. 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 Bell.

Bell and its contractors shall be provided access to the Premises in order to exercise its non-exclusive license, twenty four hours per day, three hundred and sixty five days per year subject to the Owner's reasonable security requirements. Bell shall have access during normal business hours to promote and market Bell services to the prospective and existing tenants and occupants of the Premises.

The relationship between the Owner and Bell is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

The Owner covenants: (i) to operate, repair and maintain the Premises and associated building systems and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards; (ii) if the operation of Bell's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Premises, the Owner shall, to the extent that it is commercially reasonable, upon being provided by Bell with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist Bell in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

Bell will assume full responsibility for the cost of repairing any damages and/or disarrangements that may be caused to the Premises at the time of installing or servicing the Equipment, unless caused by the Owner or those for whom the Owner is responsible. The Owner will maintain all risk property insurance on the Building. Bell shall take out and keep in force at all times during the Term at its expense comprehensive general liability insurance in an amount not less than \$2,000,000.00 per occurrence. Excess or umbrella insurance shall be used to achieve the required insured limit. The Owner shall be included as an additional insured solely with respect to liability arising out of the negligence of Bell and Bell shall furnish the Owner with a certificate of insurance issued by the insurance carrier evidencing same prior to beginning to install the Equipment and upon the policy's renewal or replacement during the course of the Term. Nothing in this agreement shall be construed to constitute an obligation on the part of a party to obtain a waiver of subrogation by either party's insurer. 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.

Either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least thirty (30) days notice to the other party:

- (a) 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;

- (b) Where the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;
- (c) Where the Building is expropriated by a lawful authority;
- (d) Where the Owner wishes to redevelop, or otherwise alter the Building in such a manner as to make the relocation of any part of the Communications Spaces or Bell's Equipment not feasible;
- (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;
- (f) The Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC, provided however that in such event the Owner may, at its option, elect to have this agreement continue, in which case no fee or recoverable costs shall be payable by Bell hereunder during such time that the Building is not a Multi Dwelling Unit Building, but all other terms and provisions hereof shall continue to apply; or;
- (g) The Owner, acting bona fide and in good faith, elects to demolish the Building.

The Owner shall not assign this Agreement in whole or in part without obtaining the prior written consent of Bell which consent may not be unreasonably withheld. Notwithstanding the foregoing, the Owner may assign this Agreement to a new owner in the event that the current Owner sells the building. The Owner may terminate this Agreement if, by no act of the Owner, Bell ceases to provide Bell Services using the Equipment.

This Agreement will be governed by the laws of the Province of Ontario. The attached Schedules form part of the Agreement.

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



FORTY-SIX SPADINA AVE. LTD.

Per: _____
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Per: _____
Name:
Title:

I/We have authority to bind the corporation

BELL CANADA
(Bell)

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I/We have authority to bind the corporation