

Telecommunications Licence Access Agreement

Dated this 20 day of September, 2016

BETWEEN

**PEEL CONDOMINIUM CORPORATION No. 431
(the "Owner")**

AND

**BELL CANADA
("Bell")**

the Owner wishes to grant to "Bell" a non-exclusive licence to access to the premises located at **5025 Orbitor Drive, Mississauga, Ontario** (the "Premises") to permit Bell to provide current and future internet, telephony, video and all other telecommunications services ("Communication Services") to the all tenants and other occupants of the Premises;

NOW THEREFORE in consideration of \$2.00, the receipt and sufficiency of which are acknowledged ,

1. The Term of this Access Agreement (the "Agreement") is for Ten (10) years, commencing on September 1, 2016 and expiring on August 31, 2026 (the "Term")
2. Bell shall pay to the Owner, annually in advance for the Term, an annual access fee (the "Access Fee") of One Thousand Dollars, (\$1,000.00), plus HST, with an annual increase of two percent (2%) from the Access Fee of the previous year, for the rights and uses granted herein.
3. Provided that Bell is not then in material default of any of its obligations under this Agreement, this Agreement will automatically be renewed for a Renewal Term of Ten (10) years each unless Bell gives the Owner at least one hundred and twenty (120) days written notice prior to the end of the Term or relevant Renewal Term, as the case may be, of the Bell's intention not to renew this Agreement. The Access Fee will be subject to an annual increase at the start of each year of the Renewal Term by 2% over the Access Fee of the previous year. Each Renewal Term will be governed by the same terms and conditions set out herein .
4. Bell will, subject to the Owner's reasonable rules and regulations that are of a similar nature as those of comparable premises and communicated in advance, have access over the Premises at all times to, including but not limited to, install, upgrade, operate, remove, replace, supplement and maintain signal distribution and processing equipment and cabling, including a backup power supply ("Distribution System") necessary to provide Communication Services. In connection with such access, a portion of the Distribution System is, or will be located in a space specified in Schedule "A" ("Equipment Space") and Bell shall have access to the Equipment Space 24 hours a day, 7 days a week. The conduit does not form part of the Distribution System and shall only form part of the Equipment Space if installed by Bell. The conduit may be used by another service provider provided that its use does not interfere with or hinder in anyway Bell use of the Distribution System. Access to all other portions of the Premises shall be by appointment during normal business hours except for emergencies.
5. Bell may connect the Distribution System to the electrical power source in the Premises. Bell shall be responsible for all electrical power costs which is directly attributable to the Distribution System. Bell will obtain the Owner's approval for the timing, methods and location of the installation work, such approval shall not be unreasonably withheld or delayed. The parties acknowledge that the access rights granted to Bell are non-exclusive. If the Owner permits another service provider to have access to the Premises, and Bell is required to relocate or reconfigure its equipment or install additional equipment to accommodate such other service provider, or, to repair damage to or replace components of its equipment caused by the acts of such other service providers or their contractors, the Owner will require the other service provider to forthwith pay Bell for all reasonable costs so incurred.
6. Upon receipt of not less than one hundred and eighty (180) days advance written notice from the Owner, (a "Relocation Notice") Bell shall relocate its equipment, Distribution System, the Premises, and/or the Equipment Space, excluding any conduit not installed by Bell. If the Relocation Notice requires the relocation to occur within the first two (2) years after the Commencement Date, the Owner 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 Owner and Bell unless the relocation is primarily to accommodate another supplier of Communications Services. In that case, Bell will not be required to pay any part of the Relocation Costs. The Owner shall permit Bell 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.

7. Bell agrees to perform its work in a good and workmanlike manner, and further agrees to 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. The installation and use of the Distribution System will comply with all government requirements including fire and building code regulations.
8. The Owner shall indemnify and save harmless Bell from and against any loss, suit, claim, action, damage or expense arising out of, from or by reason of, any negligence or wilful misconduct of the Owner or those for whom the Owner is in law responsible and against any loss, suit, claim, action, damage or expense arising out of any failure of Owner in any respect to comply with and perform any or all the requirements and provisions of this Agreement, 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.
9. Bell shall indemnify and save harmless the Owner from and against any loss, suit, claim, action, damage or expense arising out of, from or by reason of, any negligence or wilful misconduct of Bell or those for whom Bell is in law responsible and against any loss, suit, claim, action, damage or expense arising out of any failure of Bell in any respect to comply with and perform any or all the requirements and provisions of this Agreement, 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.
10. 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 of the Owner or Bell, 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 and whether or not such loss or claim may have arisen out of the negligence (including, without limitation, gross negligence) of the Owner, or Bell.
11. Bell is the owner of the Distribution System which will remain the property of Bell and will not be or become a fixture despite any rule of law or equity to the contrary. Bell shall have access, and Owner shall provide the opportunity, during normal business hours to promote and market the Communication Services to the prospective and existing tenants and occupants of the Premises. Bell and any other service providers (using another distribution system and granted access to the Premises by the Owner) shall have the non-exclusive right to provide Communication Services to the Premises.
12. Subject to any CRTC requirements to maintain the equipment in the Premises, or the use of equipment by third parties, the Owner or Bell may terminate this Agreement, upon provision of at least one hundred and twenty (120) days written notice, if Bell ceases to provide Communication Services using the Distribution System. Upon termination of this Agreement, Bell shall remove the Distribution System and repair any damage caused by such removal at its sole cost and expense. Any amounts payable hereunder shall be adjusted, and refunded by the Owner to Bell as the case may be, on a pro rata basis to reflect the actual commencement and termination dates of this Agreement.
13. Bell may assign its rights under this Agreement, on a bona fide basis, to an Affiliate (as defined in the *Canada Business Corporations Act*), or to a purchaser of all or a portion of the telecommunications assets of Bell, or to a successor corporation resulting from a merger, amalgamation, or reorganization or to a bona fide lender, without the prior written consent of the Owner.
14. If any provision of this Agreement is declared invalid such provision shall be deemed severed and shall not affect the remaining provisions. Delay in the performance by either party of their respective obligations under this Agreement for reasons or circumstances beyond their reasonable control shall be excused for the period of such delay. This Agreement is subject to the laws and regulations of the applicable regulatory authorities which shall prevail in the event of a conflict. The parties hereto have the authority to enter into this Agreement.
15. Any notice or communication relating to this agreement will be in writing and sent by registered mail to the other party, delivered personally or transmitted by facsimile to the following addresses:

To: Peel Condominium Corporation No. 431 1280 Finch Ave West Suite 611, Toronto, ON M3J 3K6 Facsimile: 416 739 9996 Attn: Property Manager	To: Bell Canada 1 Carrefour Alexander-Graham-Bell Tour A, 7e étage, Verdun Quebec H3E 3B3 Fax: (514) 766-8758 Attention: Corporate Secretary
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15. This Agreement shall enure to the benefit of and bind the Premises, the parties, their transferees, successors and

assigns.

16. The Owner represents that it has full authority to execute this Agreement on behalf of all the owners of the Premises, and in so doing, this Agreement is binding on all owners of the Premises.

Schedule "A" forms a binding part of this Agreement.

Please confirm your agreement to the foregoing by signing and returning the enclosed duplicate copies of this letter to the undersigned.

We agree to the foregoing this 14 day of October, 2016.

Bell Canada

Peel Condominium Corporation No. 431

Per: _____

I have the authority to bind the Corporation

I have the authority to bind the Corporation