

**TELECOMMUNICATIONS LICENSE CONFIRMING AND  
AMENDING AGREEMENT**

**THIS AGREEMENT** is made as of the 1<sup>st</sup> day of February, 2019.

**BETWEEN:**

**KS AMERICAN BUSINESS PARK INC. c/o Triovest Realty Advisors Inc.**  
(hereinafter referred to as the "**Licensor**")

OF THE FIRST PART

and

**BELL CANADA**  
(hereinafter referred to as the "**Licensee**")

OF THE SECOND PART

**WHEREAS:**

- A. By a telecommunications license agreement dated January 16, 2014 (the "**Original License**") between SREIT (American) Ltd., as licensor, and the Licensee, the Licensee was granted a license to among other things, install, operate, maintain, repair, improve, replace and remove the Communications Equipment and the Connecting Equipment and to use the Deemed Area and the Equipment Room, in the building municipally known as 6295 Northam Drive, Mississauga, Ontario (the "**Building**"), as more particularly described in the Original License, for a term of five (5) years commencing on February 1, 2014 and expiring on January 31, 2019 (the "**Original Term**") on the terms and conditions set forth therein.
- B. The Original License granted to the Licensee, an option to extend the Original Term for a period of five (5) years.
- C. The Licensor is the successor in interest to SREIT (American) Ltd.
- D. The Licensee has notified the Licensor of its intention to exercise its option to extend the Original Term pursuant to the Original License for a period of five (5) years, commencing February 1, 2019 and expiring on January 31, 2024 and the Licensor and the Licensee have agreed upon the license fee payable and other terms respecting such extension.
- E. All capitalized terms not defined herein shall have its meaning ascribed to in the Original License.

**NOW THEREFORE**, in consideration of the sum of two dollars (\$2.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Licensor and the Licensee agree as follows:

1. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
2. The Original License as it is being amended and extended as described above, is referred to in this Agreement as the “**License**”.
3. The Licensee has validly exercised its option to extend the Original Term pursuant to the Original License and the Original Term is extended for a period of five (5) years, commencing February 1, 2019 and expiring on January 31, 2024 (the “**First Extended Term**”).
4. For the purposes of this Agreement, the Original Term, as extended by the First Extended Term is hereinafter, collectively, referred to as the “**Term**”. Unless it is otherwise clearly stated every reference in this Agreement to the “Term” is a reference to the Term as herein defined, and to every extension of the Term resulting from every extension of this License in accordance with Paragraph 6 of this Agreement.
5. The Licensee shall pay to the Licensor during the First Extended Term an annual License Fee of Nine Hundred and Sixty-Six Dollars (\$966.00), payable annually, in advance, commencing on February 1, 2019 and on the anniversary date thereof during the remainder of the First Extended Term.

Value added taxes and similar taxes such as “HST” or “GST” are payable by the Licensee in addition to all other fees, charges and taxes payable under this License, provided that the Licensor provides to the Licensee its registration number for the purpose of payment of such tax. The Licensor’s GST/HST registration number is 81096 1151 RT0036.

6. Provided that the Licensee is not then in default under this License, the Licensee shall have the option to extend the Term for one (1) additional period of five (5) years (the “**Second Extended Term**”), provided that written notice is given to the Licensor at least four (4) months prior to the commencement of the Second Extended Term. The Second Extended Term shall be on the same terms and conditions as contained in this Agreement, except that the annual license fee for the Second Extended Term shall increase by a percentage equal to the percentage of the increase in the Consumer Price Index from the commencement date of the First Extended Term to the commencement date of the Second Extended Term.
7. Notwithstanding anything contained in this License to the contrary, the Licensee shall be entitled, without the consent of the Licensor, to transfer or assign this Agreement to any other body corporate which is controlled by the Licensee, or which is an affiliate of the Licensee or to any subsidiary or related corporation, within the meaning of the *Canada Business Corporations Act* or a transfer to a purchaser of all or substantially all of the business of the Licensee carried on at the premises, provided that the Licensee shall

continue to remain fully responsible and liable for the performance of all of the terms, covenants and obligations under the terms of this Agreement.

8. Paragraph 20 of the Original License with respect to notices to the Licensors and the Licensee, shall be amended by inserting the following on the Information Page:

**to the Licensors:** KS AMERICAN BUSINESS PARK INC.  
c/o Trioquest Realty Advisors Inc.  
40 University Avenue  
Toronto, ON M5J 1T1

Attention: Legal

**to the Licensee:** c/o BGIS O&M Solutions Inc.  
87 Ontario Street West, 6<sup>th</sup> Floor  
Montreal, QC H2X 0A7

Attention: Department, Client Services; and  
Department, Lease Administration

Facsimile: (514) 840-8404

with a copy to: Bell Canada  
Real Estate Services  
87 Ontario Street West, 6<sup>th</sup> Floor  
Montreal, QC H2X 1Y8

Attention: Director, Strategic Asset Planning

Facsimile: (514) 391-7990

9. Except as specifically amended by the terms, covenants and agreements of this Agreement, all covenants, conditions and agreements as reserved and contained in the License, are hereby ratified and confirmed.
10. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Agreement.
11. It is an express condition of this Agreement that the provisions of section 50 of the *Planning Act*, R.S.O., as amended, be complied with.

12. This Agreement may be executed in several counterparts and delivered by facsimile or pdf copy, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.
13. This Agreement shall enure to and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.
14. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
15. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF** the Licenser and the Licensee have executed this Agreement as of the date first written above.

**LICENSOR:**

**KS AMERICAN BUSINESS PARK INC.  
c/o Triovest Realty Advisors Inc.**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: *Property Manager*

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: *DIRECTOR*

I/We have authority to bind the corporation.

**LICENSEE:**

**BELL CANADA**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: **Sr. Specialist, Asset Manager**

I have authority to bind the corporation.

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