

LICENCE AGREEMENT FOR COMMUNICATIONS LOCATION

Site Name: 99 Balsam Street & 55 Mountain Road, Collingwood – Canadian Tire Properties Inc.
Site Address: 99 Balsam Street & 55 Mountain Road, Collingwood

Licensor: Canadian Tire Properties Inc. (“Licensor”)

Licensee: Bell Canada (“Licensee”)

1. The Licensor is the registered owner of the lands municipally described as 99 Balsam Street & 55 Mountain Road, ON and legally described as:

Legal Description: SCHEDULE “A” (“Property”).

2. In consideration of the License Fee set out in Section 4:

- (a) Licensor grants to Licensee, a non-exclusive right, to use that portion of the Property by way of license shown on Schedule “B” at the address described above (the “Licensed Area”); and
- (b) Licensor grants to Licensee, the non-exclusive and unrestricted use of the remainder of the Property by way of license for access and for purposes set out in Section 6.

3. THIS LICENSE AGREEMENT (“Agreement”) shall be for a TERM of 5 years beginning on March 1, 2021, (“Commencement Date”) subject to the rights of termination set out in Sections 11 and 12.

4. LICENSE FEE shall be paid annually in advance in the amount of One Thousand Dollars (\$1,000.00) plus any tax payable under Part IX of the *Excise Tax Act* (Canada) (“GST/HST”), starting on the first day of the month following the beginning of construction. Licensor’s HST number is 84387 6236 RT0001. Should the Licensee require connection to the base building hydro services, an additional Five Hundred Dollars (\$500.00) per annum will be required, for a total License Fee of One Thousand, Five Hundred Dollars (\$1,500.00).

5. EXTENSION of the initial term of this Agreement is hereby granted to Licensee for 5 additional 5-year extension periods unless Licensee provides Licensor with notice of its intention not to extend at least 60 days’ prior to the expiration of the then current term. The annual fee for each year of each five-year extension period shall be increased by 1.5% per year from the annual fee in the previous year of the Term or extension term, as the case may be.

6. USE of the Licensed Area and other license rights by Licensee shall be for the purpose of installing, removing, replacing, relocating, maintaining, supplementing, upgrading, and operating, at its sole expense, telecommunications facilities and equipment including cable, fibre and wires for the provision of telecommunication services, and for access and utilities purposes. Without limiting the foregoing, Licensee may use any vertical and/or horizontal pathways on or in the Property designated for cable (including fibre) installations and may connect its equipment to all utilities including telephone and hydro and, where applicable to Licensor’s electrical grounding system, and may provide telecommunication services by wireless, cables and/or wires (including fibre) to the equipment of other occupants at the Property. Licensee shall provide Licensor with design drawings for approval prior to the commencement of any construction, such approval not to be unreasonably withheld or delayed.

7. UTILITIES required for the operation of the telecommunications facilities shall be the responsibility of Licensee, and electrical consumption shall be provided and determined by either, Licensee having installed a separately metered electrical service or, in circumstances where the local utility will not install a separate service, by Licensor via its electrical service. Notwithstanding anything to the contrary herein, the Licensor acknowledges and agrees that the telecommunications facilities do not consume substantial electricity and there shall be no additional charges or payments paid by the Licensee to the Licensor or utility company
8. EQUIPMENT, towers, poles, shelters, cabinets, pedestals, antennas and mounts, and cables (including fibre) shall remain the personal property of Licensee and shall be removed by Licensee within 120 days of expiration or termination of this Agreement provided that there are no subscribers or occupants on the Property being served by the Licensee, and subject to any Canadian Radio-television and Telecommunications Commission ("CRTC") mandated obligations upon the Licensee to provide services to the Property. The Licensee shall repair any damage to the Licensed Area caused by any removal of the Equipment and will restore the Licensed Area to its original condition, reasonable wear and tear excepted. Licensee shall not be required to remove conduits, concrete foundations or roof piers at the end of the term.
9. NOTICES shall be in writing and sent by mail, postage prepaid, deemed received 3 business days after mailing or by facsimile transmission, deemed received on date transmitted, to the address or facsimile number of the party set forth below:

Licensee:

Bell Canada
c/o BGIS O&M Solutions Inc.
87 Ontario Street, 6th Floor
Montreal, Quebec, H2X 0A7
Attn: Transactions and Lease Administration

Licensor:

Canadian Tire Properties Inc. c/o CT REIT (Property Management) LP
2180 Yonge Street, 15N Floor
PO Box 770, Station K
Toronto, ON M4P 2V8

10. ASSIGNMENT of this Agreement or sublicensing of rights by Licensee to use of Licensed Area and/or other license rights may be made to any corporate affiliate(s), partners, principal lenders or a purchaser of part or all of Licensee's assets with prior written notice to the Licensor. All other assignments require Licensor's prior written consent, such consent shall not be unreasonably withheld or delayed. In addition to Section 18(j), assignment or transfer of this License or an interest therein by Licensor may be made to its principal lenders or a purchaser of the Property. Save and except for as provided in Section 18(j), all other assignments require Licensee's consent, such consent shall not be unreasonably withheld or delayed.
11. LICENSOR TERMINATION RIGHT: In addition to as provided for in Section 18(j), at any time during the term of this Agreement and any extensions thereof, if the Licensor has bona fide plans to demolish, redevelop or renovate all or any part of the Property, the Licensor shall have the right to terminate this Agreement without further liability or cost to Licensor upon 30 days' prior notice to the Licensee. Otherwise termination of this Agreement may be exercised by Licensor on 30 days' notice to the Licensee, if the Licensee defaults under this Agreement and such default is not being diligently remedied within 30 days after notice (*force majeure* excepted). Within 120 days following the termination date set out in any notice the Licensee shall ensure that all of its equipment has been removed and the

Licensed Area is restored to its original condition in accordance with Section 8 of this Agreement, except if the Licensee still provides services to occupants on the Property and subject to any CRTC-mandated obligations upon the Licensee to provide services to the Property. Upon termination of this Agreement all prepaid Licence Fees shall be adjusted to the effective date of termination.

12. **LICENSEE TERMINATION RIGHT:** Termination of this Agreement may be exercised by Licensee at any time on 30 days' prior notice without further liability if Licensee cannot obtain all necessary rights, postponements and approvals required from any governmental authority and/or any third party to operate the telecommunications facility on conditions satisfactory to Licensee, or if any such right or approval expires, or is cancelled or terminated, or if for any other reason (e.g., interference with Licensee's signals, damage or destruction, site decommissioning) Licensee determines, in its discretion, that it will no longer use the Licensed Area or license rights for any of their intended purposes. Upon termination of this Agreement, all prepaid License Fees shall be adjusted to the effective date of termination.

13. **INDEMNITY:** Each of Licensee and Licensor indemnify and hold the other harmless against any and all costs and expenses (including legal costs), claims, damages, liabilities, actions, causes of action and losses including without limitation any and all loss of or damage to property and any and all injuries and loss of life which arise out of, any breach of this Agreement by, or any deliberate or unlawful act by, or any negligent act or omission by, such indemnifying party in connection with this Agreement. Notwithstanding the foregoing, Licensee shall indemnify Licensor from any losses arising from Licensee's use of the Licensed Area. Licensee will be obligated to defend any litigation against Licensor directly relating to Licensee's activities/uses on the Property.

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, 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.

14. **INSURANCE:** Licensee shall maintain during the term of this Agreement and any extensions thereof, public liability and property damage insurance coverage of not less than \$10,000,000.

15. **CONFIDENTIALITY:** Licensor and Licensee shall endeavour to keep this Agreement and its terms confidential.

16. **INTERFERENCE:** Licensor shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by Licensee from the Property. Licensor shall ensure that other carriers granted space on the Property co-ordinate site access and antenna placement with Licensee through Licensee's standard collocation procedures and conditions to ensure there is no interference or impairment and Licensee's use of the Licensed Area is protected. In the event Licensor intends to carry out modifications to the Property which may affect Licensee's equipment, Licensor shall provide Licensee thirty (30) days' notice, and Licensee shall then have the option to relocate its existing equipment, either temporarily or permanently, to a mutually agreed upon location on the Property at Licensor's expense. 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 Licensed Area.

17. **ACCESS:** Licensee shall have access to the Property with 48 hours prior notice to the Licensor, except in the case of an emergency where the Licensee shall have access to the Property without any prior notice. In such emergency instances, Licensee shall provide notice to the Licensor at its earliest opportunity following the emergency. Licensor shall permit Licensee or its contractors' full access to the Licensed Area, for the purpose of satisfying itself, at its own expense, as to the appropriate conditions for the intended use of the Licensed Area. Prior to going into service, Licensee or its contractors shall be permitted reasonable use of the Property adjacent to the Licensed Area for initial construction purposes, and after going into service for the purposes set out in Section 6, including in either event, storing, staging and parking vehicles, as approved by Licensor, acting reasonably. Licensee shall repair any damage caused by such access or use.

18. MISCELLANEOUS:

- a. Licensor shall, at Licensee's expense, assist and co-operate with Licensee in obtaining governmental approvals for Licensee's permitted uses. Licensor shall maintain and Licensee shall ensure that its employees, contractors and others authorized by Licensee, shall use the Property in compliance with all applicable laws, by-laws, rules and regulations of the appropriate jurisdictions pertaining to the environment, health, welfare and occupational safety.
- b. Licensee, upon receiving Licensor's prior approval as to location, such approval not to be unreasonably withheld or delayed, shall have the right to install and operate its own emergency power generator on the Property, including cabling as may be required to connect the generator to Licensee's equipment, for its own use while electrical service is not available for any reason.
- c. Licensee shall not have exclusive right to possession of the Licensed Area. No leasehold interest shall pass to or be vested in Licensee by virtue of this Agreement. Any fencing of all or part of the Licensed Area or equipment therein is for safety and security reasons only and Licensor at its own risk shall be permitted access at all times within such area(s).
- d. Licensor and/or its agent represent and warrant that it has full authority to enter into and sign this Agreement and bind Licensor accordingly.
- e. This Agreement contains all agreements, promises and understandings between Licensor and Licensee. All applicable plans and/or surveys shall become schedules and form part of this Agreement.
- f. The terms and conditions of this Agreement shall extend to and bind the heirs, executors, personal representatives, successors and assigns of Licensor and Licensee.
- g. Intentionally deleted.
- h. If at the end of the Term and any extensions, the parties have not negotiated a further extension or a new agreement, Licensee may, at the current License Fee and for a period not exceeding thirty (30) days from the last day of the Term (or any extension thereof) continue using the Property for purposes of decommissioning and removing its equipment.
- i. This Agreement shall be governed by the laws of the Province of Ontario. Invalid provisions are severable and do not impair the validity of the balance of this Agreement.
- j. Upon the sale or transfer of the Property or the Licensed Area by the Licensor, the Licensor may either (i) terminate this Agreement by providing 30 days' notice to the Licensee, or (ii) assign this Agreement to the new owner and causing the new owner or transferee to agree to accept an assignment of this Agreement and to observe and perform in favour of Licensee the obligations of Licensor hereunder.
- k. This Agreement may be executed in counterpart and delivered by facsimile or other electronic transmission, and if so executed and delivered all such counterparts or executed facsimile or other electronic transmitted signed copies shall be read and construed together as if they formed one originally executed document.

SIGNATURES ON NEXT PAGE

DATED this 5th day of May 2021.

Licensors

Canadian Tire Properties Inc. c/o CT REIT (Property Management) LP

2180 Yonge Street, 15N Floor
PO Box 770, Station K
Toronto, ON M4P 2V8

Email:

Attention: CFO

Per: _____

Name:

Title: CFO

Per: _____

Name:

Title: COO & President, Real Estate

We have authority to bind the Corporation.

DATED this 5th day of May 2021..

Licensee

Address: c/o BGIS O&M Solutions
Inc.87 Ontario Street West, 8th Floor
Montreal, QC H2X 1Y8

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

Fax No. (514) 840-8404

Per: _____
Name
Title: Senior Asset Manager

Per:
Name:
Title

We have authority to bind the corporation.

SCHEDULE "A"

SCHEDULE "B"

If this License is executed with a sketch plan attached as Schedule "A", Licensor hereby authorizes Licensee, if Licensee should elect, to substitute a survey plan of the Licensed Area, and if shown, any access and utility areas, certified correct according to a field survey by a land surveyor, for this sketch, provided however that Licensee shall be under no obligation to do so. The survey plan shall form part of this License and shall define the Licensed Area and, if shown, any access and utility areas hereunder, provided that nothing in the plan shall limit or detract from other access and utility rights granted in this Agreement.

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SCHEDULE "C"

ADDITIONAL PROVISIONS:

1. Upon request from Licensee, Licensor agrees to permit Licensee to install its Equipment, including small cell antennas, at the Licensor's Property for the purposes of enhancing Licensee's network and services, at an additional License Fee that shall be mutually agreed to between the parties prior to the Licensee installing such Equipment. The installation of the Licensee's Equipment for such purpose shall be subject to Licensee's standard access terms, to be executed by the parties prior to installation and upon Licensee receiving Licensor's prior approval of the drawings, such approval not to be unreasonably withheld or delayed.
2. Licensee shall ensure that installation of its equipment is conducted in a good and workmanlike manner and that any and all damage to the roof as a direct result of such installation shall be repaired immediately at Licensee's sole expense.
3. All material changes to the equipment or the shelter from the roof plan in Schedule "A" shall require approval from the Licensor, such approval not to be unreasonably withheld or delay. The parties agree that swapping or replacing antennas, adding antennas or other equipment shown as "future(s)", modifying equipment within the shelter, and/or adding additional remote radio units (RRU's) are considered maintenance activities and Licensee shall have the right to conduct such maintenance activities at any time during the Term or any renewal term, or extension term, without the consent of Licensor.
4. REIT Provisions

If Landlord or any assignee of the beneficial rights of Landlord is ever a Real Estate Investment Trust (a "**REIT**"), then Tenant acknowledges and confirms that the obligations of Landlord hereunder are not and will not be binding on a trustee of the REIT, any registered or beneficial holder of one or more units of a REIT ("**Unitholder**") or any annuitant under a plan of which such a Unitholder acts as trustee or carrier, or any officers, employees or agents of the REIT and that resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the foregoing or the private property of any of the foregoing but recourse shall be had against the assets of the REIT only. Any obligation of the REIT set out in this Agreement or the Lease shall to the extent necessary to give effect to such obligation be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT only. If the beneficial owner of the Shopping Centre is a Person other than the registered owner of the Shopping Centre, the Tenant's recourse to such beneficial owner hereunder shall be limited only to such beneficial owner's right, title and interest in and to the Shopping Centre and all rights appurtenant thereto and all proceeds resulting therefrom.