



**TELECOMMUNICATIONS LICENSE AGREEMENT**

**BETWEEN**

**TORONTO STANDARD CONDOMINIUM CORPORATION No. 1703**

(the "Owner")

- and -

**BELL CANADA**

(the "Bell")

Building Address: 1 King Street West, Toronto, ON



## TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement (the "**License**") made as of this 4<sup>th</sup> day of August, 2015 (the "**Effective Date**") between Toronto Standard Condominium Corporation No. 1703 (the "**Owner**") and Bell Canada ("**Bell**"). The Owner represents that they are the rightful owner of the property described as 1 King Street West in the city of Toronto (the "**Premises**").

1. 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 in the main telephone rooms specified in Schedule "A" and other locations approved by the Owner in writing; (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 installed by Bell at the locations set out in Schedule "A" and other areas of the Premises, and is necessary and incidental to enable, deliver and demonstrate Bell Services to occupants of the Premises. 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 and be removable by Bell.
2. Where the installation or maintenance of the Equipment involves construction, potential damage to the Premises or noise, Bell shall not commence work without the Owner's prior written approval. Together with the request for approval of such work, Bell shall submit plans, specifications, working drawings and a construction schedule for the work. Upon receipt of the aforementioned items, the Owner will not unreasonably withhold or delay its approval.
3. Any work done by Bell under this License shall be completed in a good and worker-like manner in accordance with industry standards, utilizing care, diligence and skill of a reasonably prudent person.
4. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell and its contractors during normal service hours at the Premises as specified by the Owner, three-hundred and sixty-five (365) days per year subject to Bell providing notice to the Owner or its agent of its intention to enter the Premises for the purposes of this License not less than 24 hours prior to entry. Bell shall ensure that its personnel who access the Premises carry identification and that said personnel will check-in and check-out of the Building with the property manager or, if available, the building concierge.
5. 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.
6. The Owner covenants: (i) to operate, repair and maintain the Premises and associated building systems and the lands on which the Premises are located 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 shall also take reasonable steps to ensure that the Equipment and its signals do not interfere with, impede or disrupt (each being an "**Interruption**") any communications signal that is generated from within the Premises. Where the Owner notifies Bell of an Interruption, Bell will use reasonable efforts to rectify the Interruption within 10 business days of receiving the notice.

7. 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.
8. The Owner will maintain all risk property insurance on the Premises and releases Bell in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Owner's property in respect of which the Owner maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement. 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.
9. The term of this License is effective as of the Effective Date and shall continue to run for a period of twenty-one (21) years minus one (1) day, from the Effective Date (the "**Term**"). The Term will be automatically extended for additional one year terms for so long as there are active Bell subscribers at the Premises (the "**Renewal Term**") on the terms and conditions herein. Where there are no active Bell subscribers at the end of the Term or any Renewal Term, this License shall expire and cease to be of any force or effect.
10. Bell shall pay to the Owner a one-time lump sum license fee in the amount of Fifteen Thousand Dollars (\$15,000), together with any applicable taxes including Harmonized Sales Tax, in respect of this Agreement within 60 days from the date when this Agreement is fully executed.
11. 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 Premises. In the event the Owner enters into an agreement to sell, assign or otherwise transfer its interest in the Premises as owner, the Owner shall (i) immediately notify Bell; and (ii) cause such successor in interest to execute and deliver to Bell an agreement (the "**Assumption Agreement**") whereby the transferee agrees to assume and be bound by all the rights and obligations of the Owner as set out herein. A lease of the entire Premises shall be deemed a transfer within the meaning of this Section. Upon the date any Assumption Agreement becomes effective, the Owner will be immediately released from its obligations under this Agreement. For greater clarity, nothing in this Section releases the Owner from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.



22. The parties hereto acknowledge that in order to comply with its obligations the Owner may be required, under section 22(2) of the *Condominium Act, 1998* (Ontario), to provide notice to condominium unit owners of any network upgrades. The condominium unit owners will then have 30 days to requisition a meeting under section 97(3)(b) of that statute. In the event that such owners do requisition a meeting and vote against the proposed network upgrades, the Licensee shall not proceed with such upgrades. The Owner will provide Bell with a copy of the notice and will advise Bell as to whether or not a meeting has been requisitioned under section 97(3)(b). For clarity, Bell shall not be under any obligation to commence work on network upgrades on the Premises until it is advised that the 30 days has passed with no meeting being requisitioned.
23. This License may be signed in paper form, by facsimile signature or by electronic signature in accordance with section 11 of the *Electronic Commerce Act, 2000* (Ontario). It may also be signed in one or more counterparts and, once signed, can be delivered personally, by facsimile or by e-mail of the signing page in Adobe® Portable Document Format (PDF). Each counterpart shall be considered binding on the signatory thereto and when put together shall constitute a single instrument

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

**TORONTO STANDARD CONDOMINIUM CORPORATION No. 1703**

(Owner)

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

**BELL CANADA**

(Bell)

Per:

I/We have authority to bind the corporation