



TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

101 DUNCAN MILL ROAD INC.

(the "Owner")

- and -

BELL CANADA

(the "Bell")

Building Address: 101 Duncan Mill Rd., Toronto, ON
Commencement Date: June 1st 2014



TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 26th day of May, 2014 between (the "Owner") and Bell Canada ("Bell"). The Owner represents that they are the rightful owner of the property described as 101 Duncan Mill Rd., in the city of Toronto (the "Premises").

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. 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.

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. Subject to the Owner's approval, not to be unreasonably withheld or delayed, Bell is entitled to install and occupy a booth twice a month, in the lobby of the Building to promote its services to tenants of the Building.

The term of this License is effective as of the Commencement Date and shall continue to run for a period of ~~ten (10)~~ years from the Commencement Date (the "Term").

5 years

Provided that the Bell gives the Owner at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of the Bell's intention to renew, Bell shall be entitled to renew for one further term of 5 years (the Renewal Term). The Renewal Term will be governed by the same terms and conditions set out herein except for: (i) any further right to renew; and (ii) the License Fee, which will increase at the start of each Renewal Term by a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date or the start of the previous Renewal Term (if any) as the case may be, to the start of the applicable Renewal Term.

Bell shall pay to the Owner an annual license fee in respect of this Telecommunications Agreement. The License Fee of ~~Five hundred Dollars (\$500)~~ will be payable annually in advance, together with any applicable taxes including HST. *\$750.00 Seven Hundred + Fifty Dollars.*

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 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.

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.

Bell

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 written.

(Owner)

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the corporation

BELL

(Bell)

Per: _____
Name: _____
Title: _____

I/We have authority to bind the corporation