



TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

MTCC No. 848

(the "Owner")

- and -

BELL CANADA

(the "Bell")

Building Address: 1033 Bay Str., Toronto, Ontario
Commencement Date: October 1st, 2014



TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 15th day of September, 2014 between MTCC No. 848 (the Owner") and Bell Canada ("Bell").

1. The Owner represents that it is the rightful owner of the property described as 1033 Bay Street, in the city of Toronto (the "Premises").
2. 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.
3. 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, three-hundred and sixty-five (365) days per year subject to Bell providing reasonable notice to the Owner or its agent of its intention to enter the Building for the purposes of this License.
4. Bell's rights contained in this License are subject to Bell providing prior reasonable notice to the Owner of Bell's intention to exercise its rights under this License.
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 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.
7. Bell will be liable for and will indemnify and save harmless the Owner, its directors, officers, employees, and contractors, and those for whom it is responsible in law (collectively, the "Owner Indemnitees"), from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses, including legal costs and expenses (collectively, the "Losses") arising from physical damage to the Building and/or any related real property of the Owner or bodily injury, including death, to any person caused by or arising out of any of Bell's negligent acts or omissions relating to Bell's use and occupation of the Equipment Space or the Building provided that Bell will not be required to indemnify the Owner Indemnitees to the extent any such Losses are caused by or contributed to by any act or omission of any of the Owner Indemnitees. Notwithstanding anything else contained herein to the contrary, in no event will the Bell be liable for or indemnify and save harmless Owner from and against any direct, special, incidental or consequential damages, including loss of revenue, loss of profit or loss of business opportunity.
8. The term of this License is effective as of the Effective Date above and shall continue to run for a period of ten (10) years from the Effective Date (the "Term"). The Term will be automatically extended for additional one year terms for so long as Bell Services are available to the Building (the "Renewal Term"). Each 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.
9. Either Party may terminate this License, i) upon a party providing to the other party hereto with a written notice of its intention not to renew this License at least ninety (90) days' prior to the

expiration of the Term or Renewal Term, as the case may be, and provided the parties were unable to reach agreement after negotiating renewal terms in good faith; (ii) for a material breach hereof, where such breach is not cured within ninety (90) days of receipt of written notice by the other party of such breach; or (iii) immediately, in the event the other party becomes bankrupt or insolvent, becomes unable to pay its liabilities when they become due, has insolvency proceedings commenced by or against it, makes an assignment for the benefit of its creditors, takes the benefit of any statute relating to bankrupt or insolvent debtors; or where an order is made or a resolution is passed for the winding up of the other party; or a receiver, receiver and manager, interim receiver, trustee in bankruptcy or liquidator is appointed to take possession of the assets of other party; or a creditor takes steps to issue an Application for a Bankruptcy Order against the other party; bankruptcy, reorganization, assignment, petition or appointment of a trustee or such other act of insolvency of the other party. If the action of a governmental agency requires modification of Bell's Services or the terms in which they are provided which is inconsistent with the terms of this License or impairs Bell's ability to provide Bell's Services in an economical and technically practical fashion, Bell may terminate this License upon one hundred and sixty (160) days' written notice to Owner, unless an earlier termination is required by such governmental agency. Upon expiry or termination of this License, Bell shall be allowed thirty (30) days to remove the Equipment failing which the Owner may at its option (i) remove such Equipment at Bell's expense or (ii) keep such Equipment for its own use. Upon the completion of the removal of the Equipment as contemplated herein, Bell shall repair the Equipment Space to its condition immediately prior to such removal.

10. Throughout the Term of this Agreement, Bell, at its sole cost and expense, shall take out and keep in full force and effect comprehensive general liability insurance, including but not limited to personal injury liability, contractual liability and owners' and contractors' protective insurance coverage with respect to Bell's use of the Premises or any portion thereof; such coverage shall include legal liability arising from the activities and operations conducted by Bell and any other person(s) performing work on behalf of Bell or on whose behalf Bell is in law responsible. Such policy shall be written with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for each occurrence involving bodily injury, death or property damage, and name the Owner as an additional insured, limited to the negligence of Bell and those for whom it is responsible in law, and with the required insured limit composed of any combination of primary and excess (umbrella) insurance policies. A Certificate of Insurance shall be furnished to the Owner at the time of execution of this Agreement and promptly at any time thereafter upon request, provided that no such policy shall be cancelled without 30 days prior written notice to the Owner.
11. 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.
12. Bell shall have the right at any time at its own cost and expense to connect to and draw power from the Owner's electrical power supply. Bell shall be responsible for its electrical connection costs and for the electrical consumption used. Bell may estimate, acting reasonably the amount of electricity consumed by Bell which amount shall be paid by Bell when ninety (90) days from when the invoice is received by Bell. The Owner shall use reasonable commercial efforts to notify Bell in advance of any planned utility outages that may interfere with Bell's Equipment use but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages providing reasonable commercial efforts to provide advance notice of such planned utility outages were taken. The Owner has no obligation to provide emergency or "backup" power to Bell. Any provision of emergency or "backup" power shall be the sole responsibility of Bell. Notwithstanding the foregoing, Bell warrants that no electrical work shall be undertaken without first obtaining and only upon the receipt of prior written approval from the Owner, not to be unreasonably withheld, and obtaining proper permits and/or approvals from all relevant authorities, and further, warrants that all electrical work shall be carried out in accordance with all applicable laws.
13. If the Equipment interferes with, impedes or disrupts (each being an "Interruption") any communication signal that is generated by equipment lawfully existing in the Building prior to the installation of the Equipment, the Owner shall notify Bell in writing of such interruption and Bell will, to the extent that the Equipment is the sole or main contributing cause of such Interruption, use its commercially reasonable efforts to rectify any such interruption within 10 days of receiving written notice. If Bell has caused an Interruption, and through its commercially reasonable efforts, does not rectify that Interruption for which it is responsible pursuant to this Section within 10 days of receipt of written notice of the Interruption, either Party may terminate this License within 30 days written notice to the other Party and Bell shall remove its Equipment in accordance with the terms of this Agreement, provided that Bell may use its continuous best efforts to resolve the Interruption during such 30-day notice period and, should Bell be successful in resolving such Interruption, then

the Termination of the License will be stayed and the License will continue in full force without prejudice. If the Owner or its Building systems installed in the Building after the Bell Equipment is installed and made operational causes an Interruption to the Equipment or the Bell services, then Bell shall notify the Owner in writing of such Interruption and the Owner shall use commercially reasonable efforts to rectify any such interruption within 10 days. If the Owner has caused an Interruption, and through its commercially reasonable efforts, does not rectify that Interruption for which it is responsible pursuant to this Section within 10 days of receipt of written notice of the Interruption, either Party may terminate this License within 30 days written notice to the other Party and Bell shall remove its Equipment, provided that the Owner may use its continuous best efforts to resolve the Interruption during such 30-day notice period and, should the Owner be successful in resolving such Interruption, then the termination of the License will be stayed and the License will continue in full force without prejudice. The Owner shall have the right to permit a third party (the "Third Party") to, after the date hereof, install and operate similar equipment, systems and services provided Bell pursuant to this License, provided that such installation or operation does not cause a material Interruption with the Equipment as determined by the Bell's engineer and the Owner's engineer collectively. If an Interruption is caused by a Third Party (as determined collectively by Bell's engineer and the Owner's engineer), then the Owner will take commercially reasonable efforts to facilitate a resolution to such Interruption between Bell and the Third Party.

14. The Owner shall not be liable to Bell for any interference, inconvenience, damage or loss suffered by Bell, that may be suffered or incurred by Bell resulting from any cause, including, without limitation, by failure or interruption in the supply of electricity or other utility, or by fires, weather conditions, other natural catastrophes, unless caused by the negligence or wilful misconduct of the Owner or the Owner's Indemnitees. Notwithstanding anything else contained herein to the contrary, in no event will the Owner be liable for or indemnify and save harmless Bell from and against any direct, special, incidental or consequential damages, including loss of revenue, loss of profit or loss of business opportunity.
15. In the event of any sale, conveyance, assignment or transfer (other than a conveyance without consideration of a portion of a building to a governmental authority required as part of or in the course of the development thereof) (collectively, the "Transfer") of all or part of a Premises, the Owner shall cause the transferee to execute and deliver to Bell an agreement whereby the transferee agrees to assume and be bound by all the rights and obligations of the Owner as set out herein as they apply to the Premises as if the transferee was an original signatory hereof (the "Assumption"). Upon the date any such Assumption becomes effective, the Owner shall be immediately released from its obligations under this Licence in respect of the Premises (save and except for any outstanding obligations arising hereunder prior to such Assumption).
16. Bell warrants, covenants and agrees that it shall not allow any lien, construction lien, mortgage, charge or encumbrance of any nature or kind related to the construction, installation, works, services or materials supplied with respect to the Equipment to be registered on title to any of the units or common elements of the Owner and in the event thereof, Bell shall forthwith remove any such liens, construction liens, mortgage charge or encumbrance from title and shall indemnify and save harmless the Owner, its directors, officers, employees, its unit owners and those for whom it is responsible at law from all costs, claims, actions, causes of action, damages, expenses or charges arising in connection therewith including legal costs and expenses. Bell agrees to immediately take all such steps as they deem necessary to immediately remove any such lien, mortgage, charge or encumbrance from title to any unit or common elements. Failure to do so within thirty (30) days of the registration of the lien shall be deemed to be a default under this License.
17. Any notice required or permitted to be given hereunder or any tender of delivery of documents may be sufficiently given by regular mail, personal delivery or by facsimile transmission to each party at the addresses listed below:

To Owner
MTCC 848
c/o Del Property Management Inc.
44 St. Joseph Street
Toronto Ontario M4Y 2W7

To Bell
Bell Canada
c/o Nexacor Realty Management Inc.
87 Ontario Street, 2nd. Floor
Montreal, Quebec H2X 1Y8
Attention: Lease Administration



Notices shall be deemed to have been received by the Owner or Bell, as the case may be, on (i) the fifth (5) business day after the date on which it shall have been so mailed, (ii) at the time of delivery in the case of hand delivery.

18. This License and Schedules will be governed by the laws of the Province of Ontario and the applicable laws of Canada therein, excluding any conflict of laws, rule or principle which might refer to the laws of another jurisdiction. This License shall also be subject to all applicable federal, provincial and local laws, and regulations, ruling and orders of governmental agencies, including, but not limited to, the *Telecommunications Act*, as amended, the *Broadcasting Act*, as amended or the rules and regulations of the Canadian Radio-Television and Telecommunications Commission (the "CRTC").
19. This License constitutes the entire agreement of the parties and supersede all prior agreements and understandings on the subject matter hereof. Neither party makes any representation or warranty express or implied, statutory or otherwise to the other. If any provision of this License is found to be invalid, illegal or unenforceable, the other provisions of this License shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.

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 CANADA

(Bell)

Per: _____
Name:
Title:

I/We have authority to bind the corporation