

TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

TRANSMETRO LIMITED

(the "Owner")

- and -

BELL CANADA

(the "Bell")

Building Address: 1240 Bay Street, Toronto, Ontario  
Commencement Date: May 1<sup>st</sup>, 2015

## TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 27<sup>th</sup> day of April, 2015 between **TRANSMETRO LIMITED** (the "**Owner**") and Bell Canada ("**Bell**"). The Owner represents that they are the rightful owner of the property described as 1240 Bay Street in the city of Toronto (the "**Premises**" or the "**Building**").

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 provided it repairs all damage resulting from installation and removal. However, in no event will Bell assume costs arising from the removal of inside wiring equipment, including wires, cables, or addressable wall plates.

Bell acknowledges and agrees that the license granted to Bell pursuant to this Agreement is not exclusive to Bell, and that the Owner has the right to grant similar rights and privileges in respect of the Building to other parties. The Owner makes no warranty or representation that the Building, the equipment room, the entrance link and the Building risers are each suitable for Bell's use, and Bell acknowledges and agrees that it has satisfied itself in all respects with respect thereto. Bell has inspected the Building and accepts it "as is, where is" and agrees that the Owner is under no obligation to perform any work or provide any materials to prepare the Building for Bell.

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.

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.

Prior to the commencement of each installation of Bell's Equipment in the Building, Bell shall prepare and submit plans, specifications, and working drawings (collectively, the "**Plans**") to the Owner in respect of such installation for the approval of the Owner, which approval shall not be unreasonably withheld or delayed. The Plans shall provide details of the size, function and type of equipment and the manner and location of its installation in the Building. No work or installation shall proceed without the written approval of the Owner as provided above. Bell shall revise the Plans as the Owner deems necessary, acting reasonably. Bell shall be solely responsible for the adequacy and sufficiency of the Plans and the Owner shall have no liability of any kind arising from the Owner's review or approval of the Plans nor shall the Owner's review and approval constitute an acknowledgement, representation or indication of any kind as to the adequacy or sufficiency of the Plans. Notwithstanding the foregoing, Bell is permitted to make minor alterations and improvements to the equipment room and the Building communications space without the consent of the Owner.

Bell shall ensure the design and installation of Bell's Equipment occupies no more than the minimum amount of space necessary for the operation of Bell's communications network in the equipment room, the entrance link, the Building risers and any other conduit pathways in the Building so as not to interfere with, deter or hinder the installation of similar equipment by other licensees or by the Owner.

The Owner covenants 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.

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.

Bell shall indemnify and save harmless the Owner from and against any loss, suit, claim, action, damage or expense, to the extent of Bell's negligence, arising out of, from or by reason of, the installation, operation, maintenance, repair, removal and/or use of Bell's Equipment in the equipment room, the Building risers, the entrance link and the Building communications space pursuant to this Agreement, except to the extent that any such loss, suit, claim, action, damage or expense is due to the gross negligence or willful misconduct of the Owner or those for whom it is in law responsible.

The Owner shall not be liable or responsible in any way for any injury to any person or for any loss or damage to any property at any time in or upon the Equipment Room, the Entrance Link, the Building risers, or anywhere else in the Building, howsoever the same shall be caused (unless caused or contributed to by the gross negligence or willful misconduct of the Owner or those for whom it may be responsible). Without limiting the generality of the foregoing the Owner shall not be liable if Bell at any time is unable to operate its equipment as a result of electrical power failure or interruption, damage or destruction of or prevention of Bell's access to the equipment room, the entrance link, the Building risers or the Building or any part thereof, weather conditions or shutdowns of the Building during periods of maintenance or repair, provided the Owner notifies Bell in writing in advance of any planned utility outages that may interfere with the Bell's Equipment use.

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 term of this License is effective as of the Commencement Date noted on the title page of this Agreement and shall continue to run for a period of ten (10) years from the Commencement 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**") on the terms and conditions herein.

Notwithstanding anything else herein contained, the Owner shall have the option to terminate this Agreement prior to the end of the Term or any renewal or extension thereof under any one of the following circumstances:

- (i) in the event that the Owner has *bona fide* plans at any time to demolish or substantially renovate the Building, by giving six (6) months' written notice to Bell; and
- (ii) if Bell fails to install Bell's Equipment within six (6) months of the date of this Agreement, by giving thirty (30) days' written notice to Bell.

This Agreement shall be subject to all applicable regulations, rulings and orders of the Canadian Radio-Television and Telecommunications Commission ("CRTC") or any successor body. If, and for as long as, any CRTC-mandated obligations of Bell continue to apply to the Premises after the expiration or earlier termination of the Term, all of the rights and obligations of the parties under this Agreement will continue in full force and effect.

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.

The Owner may terminate this Agreement if, by no act of the Owner, Bell ceases to provide Bell Services using the Equipment.

This Agreement will be governed by the laws of the Province of Ontario. The attached Schedule 'A' forms 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.

**TRANSMETRO LIMITED**

(Owner)

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

Name:

Title:

I/We have authority to bind the corporation

**BELL CANADA**

(Bell)

Per:

I/We have authority to bind the corporation