



TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

635609 ONTARIO LIMITED c.o.b. as

BOND BUSINESS CENTRE

(the "Owner")

- and -

BELL CANADA

("Bell")

Building Address: 1370 Don Mills Road, Toronto, ON



TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 18th day of August, 2015 between 635609 Ontario Limited c.o.b. as Bond Business Centre (the "**Owner**") and Bell Canada ("**Bell**"). The Owner represents that they are the rightful owner of the property described as 1370 Don Mills Road 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 or early termination of this Agreement belong to and be removable by Bell and Bell shall repair any damaged caused by such removal.

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 for the Premises, subject to Bell providing reasonable notice to the Owner or its agent of its intention to enter the Premises 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.

The Owner covenants: (i) to operate, repair and maintain the Premises and associated building systems and the lands on which the Premises is 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 Bell 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 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, however Bell will pay for any property insurance deductible up to \$10,000 where they are responsible for damages. 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 mutual execution of this Agreement (the "**Effective Date**") 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 Premises (the "**Renewal Term**") on the terms and conditions herein.



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.

In the event that the Owner has a *bona fide* intention to redevelop or demolish all or part of the Premises such that, in the opinion of the Owner acting reasonably, the occupation of the Premises by Bell will prevent, obstruct, delay, or otherwise adversely affect the foregoing, the Owner may terminate this Agreement as of any specified date by written notice given to Bell at least ninety (90) days prior to the effective date of termination.

Nothing in this Agreement limits the Owner’s right to repair or make any changes to any part of the Premises provided that Bell is not prevented from exercising its rights under this Agreement and, where any such repairs may affect the Equipment, the Owner shall provide Bell with reasonable advance written notice and permit Bell to protect its Equipment before the repairs are made.

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.

**635609 ONTARIO LIMITED c.o.b. as
BOND BUSINESS CENTRE**

(Owner)

Per: _____

Per: _____

Name:

Title:

I/We have authority to bind the corporation

Date of Execution by Owner: _____

BELL CANADA

(Bell)

Per: _____

Name:

Title:

I/We have authority to bind the corporation

Date of Execution by Bell: