

INFORMATION PAGE

This page sets out information, which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT made as of the **1st day of June, 2016** between **Morguard Real Estate Investment Trust by its agent Morguard Investments Limited** as the Licensor and **Bell Canada Real Estate Services** as the Licensee.

The information is as follows:

Building: The building municipally known as Kingsbury Centre, 1891 Rathburn Road East in the City of Mississauga and the Province of Ontario, legally described as: PIN 13299-0169 (LT), being Parcel AAA-1, Section M-59, comprising Block AAA, Plan M-59, in the City of Mississauga, in the Regional Municipality of Peel. SUBJECT to an easement over that part thereof designated as Part 8 on Reference Plan 43R-2819, for the purpose set out in Instrument No. LT36924.

Floor Area of Equipment Room: Two (2) Equipment Rooms x 30 square feet

Commencement Date: the 1st day of June, 2016.

License Fee: the annual sum of \$1,800 plus Sales Taxes, calculated based on the annual rate of \$30.00 per square foot of the floor area of the Two (2) Equipment Rooms.

Plan Review Fee: A Plan Review Fee by our third party consultants is required. The fee for this service is \$500.00 plus HST.

Hydro: the annual sum of \$0.00_ plus Sales Taxes

Sales Taxes: Licensor's Sales Taxes registration number: 89414 2629 RT0001

Notices:	Licensor	Licensee
	Morguard Real Estate Investment Trust	Bell Canada
	c/o Morguard Investments Limited	c/o SNC-Lavalin O&M Solutions Inc.
	45 Overlea Blvd, Suite B24	87 Ontario Street West, 2 nd Floor
	Toronto, Ontario, M4H 1C3	Montreal, Quebec H2X 0A7
	Attention:	Attention: Department, Client Services
		and Department, Lease Administration
	Fax:	Fax: 514.840.8404
	<i>With a copy to:</i>	<i>With a copy to:</i>
	c/o Morguard Investments Limited	BELL CANADA Real Estate Services
	800 – 55 City Centre Drive	87 Ontario Street West, 6 th Floor
	Mississauga, ON L5B 1M3	Montreal, Quebec H2X 1Y8
	Attention: President	Attention: Director, Strategic Asset
		Planning
	Fax: 905.281.1800	Fax: 514.391.7990

Renewal Term: 1 period of 5 years.

Term: The period starting on the Commencement Date and ending on the 31st day of May, 2021.

TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN:

MORGUARD REAL ESTATE INVESTMENT TRUST
By its Agent Morguard Investments Limited
a company incorporated under the laws of
(the "Licensor")

-and-

BELL CANADA
a corporation incorporated under the laws of Canada
(the "Licensee")

PREAMBLE:

- (a) The Licensor is the owner of the Multi-Dwelling Unit building municipally described in the Information Page.
- (b) The Licensor has agreed to grant to the Licensee a license to install, operate, maintain, repair and replace certain communications equipment in the Licensor's building as more particularly described in this Agreement on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Licensor and the Licensee agree as follows:

ARTICLE 1- DEFINITIONS AND INTERPRETATION

- 1.1 Definitions** In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings, respectively:

"Agreement" means this Agreement, the Information Page and the attached Schedules and all subsequent changes, modifications and amendments to this Agreement, the Information Page and the attached Schedules made in accordance with the provisions of this Agreement.

"Building" means the building owned by the Licensor and located on the Lands.

"Building Risers" means the electrical, mechanical or communications spaces or other pathways in the Building.

"Business Day" means a day other than a Saturday, Sunday and any other day on which the principal commercial banks in the province in which the Building is located are not open for business during normal banking hours.

"Commencement Date" means the date on which the Term commences, as provided in the Information Page.

“CRTC” means the Canadian Radio-television and Telecommunications Commission or its successor.

“Communications Equipment” means the communications equipment of the Licensee and its affiliates, including, without limitation, cabinets, racks, electronic equipment and other similar equipment.

“Connecting Equipment” means the cables, conduits, inner ducts and connecting hardware of the Licensee that is connected to the Communications Equipment, as more particularly described in the attached Schedule A.

“Entrance Link” means the core sleeve penetration through the foundation of the Building.

“Equipment Room” means the premises as shown on the floor plan attached to this agreement as Schedule A which premises shall be provided by the Licensor to the Licensee for the sole exclusive use of the Licensee.

“Information Page” means the page attached to this Agreement as Page IP.

“Lands” means the land legally described in the Information Page.

“License Fee” means the annual fee specified in Section 4.1 of the Agreement which is payable by the Licensee to the Licensor under this Agreement.

“Licensee’s Equipment” means, collectively, the Communications Equipment and the Connecting Equipment.

“MDU” or “Multi-Dwelling Unit” means a building with at least two units and at least one unit occupied by a tenant.

“Notice” means any notice, request, consent or other communication provided, required or permitted under this Agreement as contemplated in Section 12.1 of this Agreement.

“Renewal Term” means the period after the Term for which this Agreement may be renewed and extended as described in Section 3.2 of this Agreement.

“Sales Taxes” means goods and services taxes payable pursuant to Part VIII and IX of the *Excise Tax Act*, as amended and re-enacted from time to time, as well as any blended or harmonized sales tax which combines such taxes with provincial sales taxes (however characterized or named), and any other like taxes levied from time to time by any governmental authority having jurisdiction, against the License Fee and any other charges payable under this Agreement.

“Term” means the continuous period of five (5) years, commencing on the Commencement Date.

1.2 Interpretation For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

- (a) Words importing the singular include the plural and vice versa, and words

importing gender include all genders and firms or corporations where applicable.

- (b) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though such provision had not been included.
- (c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.
- (d) This Agreement shall be interpreted and governed by the laws of the province in which the Building is located and the laws of Canada applicable therein.

1.3 Schedules The following are the Schedules attached to and forming part of this Agreement:

Schedule A	-	Equipment Room Plan
Schedule B	-	Building Rules & Regulations
Schedule C	-	Building Security Regulations

ARTICLE 2- LICENSE

2.1 License The Licensors grants to the Licensee a non-exclusive license to:

- (a) install, operate, maintain, repair and replace the Communications Equipment in the Equipment Room, at the Licensee's sole expense and risk;
- (b) install, operate, maintain, repair and replace the Connecting Equipment in the Building, at the Licensee's sole expense and risk, together with the right to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's customers in the Building, as required by the Licensee's customers in the Building; and
- (c) use the Entrance Link and existing Building wiring, only to the extent that the Licensors has the possession of, and authority to allow the use of, the Entrance Link and the existing Building wiring, as required by the Licensee for the purpose of connecting the Licensee's Equipment to the Licensee's customers in the Building.

2.2 Equipment Room The Licensors shall provide the Equipment Room to the Licensee, for the sole and exclusive use of the Licensee, which Equipment Room shall be used by the Licensee for the provision of communications services to the Licensee's customers in the Building.

2.3 Nature of Interest The right granted to the Licensee under this Agreement is a license only, and shall not constitute a partnership, joint venture or lease between two parties.

2.4 Non-Exclusivity The Licensee acknowledges and agrees that the license granted to the Licensee pursuant to Section 2.1 of this Agreement is not exclusive to the Licensee,

and that the Licensor has the right to grant similar rights and privileges in respect of the Building to other parties.

- 2.5 Rooftop Rights** The Licensor shall permit the Licensee to install, operate, maintain, repair, replace and supplement certain of the Equipment on such portion of the rooftop of the Building as mutually agreed between the Licensor and the Licensee in writing as to location and method of installation (it being understood that there shall be no roof penetration) for the purposes of providing services to Licensee's customers in the Building. The Licensee shall remove such Equipment from the rooftop on the expiry or earlier termination of this Agreement and shall repair any damage caused by the installation or removal of such Equipment. The Licensee shall not use any part of the Licensee's Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network to serve persons outside of the Building.
- 2.6 Sublicense** Subject to the prior written consent of the Licensor, the Licensee shall have the right to sublicense a portion of the Equipment Room to an affiliate as described in Section 13.3 for the purpose of permitting such affiliate to provide communications services to its customers in the Building.

ARTICLE 3- TERM

- 3.1 Term** Notwithstanding the date of its execution, this Agreement shall come into effect on the Commencement Date, as set out in the Information Page.
- 3.2 Option to Renew** Provided that the Licensee is not in default under this Agreement, the Licensee shall have options to renew and extend this Agreement for one (1) consecutive period of five (5) years (each of which is a "Renewal Term"), upon the Licensee providing at least six (6) months written notice to the Licensor. Each Renewal Term shall be on the same terms and conditions as contained in this Agreement, except that the License Fee shall be agreed to by the parties in writing based on the then prevailing fair market rates for similar equipment rooms in similar buildings in the city in which the Building is located and the second Renewal Term shall not contain any further option to renew. Where the parties are unable to agree on the License Fee payable during a Renewal Term prior to the expiration of the Term or a Renewal Term, as the case may be, the market rate shall be determined by a single arbitrator appointed under provincial arbitration legislation.
- 3.3 Overholding** If the Licensee remains in occupation of the Equipment Room following the expiration of the Term or a Renewal Term and the Licensee has not exercised its option to renew pursuant to section 3.2 above, such continued occupation by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time, and the Licensee shall be deemed to be occupying the Equipment Room as a licensee on a month-to-month basis upon the same terms and conditions as set out in this Agreement.

ARTICLE 4- LICENSE FEE

- 4.1** The Licensee agrees to pay the Licensor the License Fee as provided in the Information Page.

ARTICLE 5- USE

- 5.1 Use of Equipment Room** The Licensee shall use the Equipment Room only for the purpose of the installation, operation, maintenance, repair and replacement of the Licensee's Equipment as required by the Licensee for the purpose of providing communications services to the Licensee's customers in the Building.
- 5.2 Title** The Licensor acknowledges and agrees that title to, and ownership of, the Licensee's Equipment shall remain with the Licensee at all times notwithstanding that the Licensee's Equipment may be affixed to a part of the Building for the time being.

ARTICLE 6- ACCESS AND ELECTRIC UTILITIES

- 6.1 Access** The Licensee and its authorized representatives shall have access to the Equipment Room on a seven (7) days a week, twenty-four (24) hours per day basis for the purpose of installing, operating, maintaining, repairing and removing the Licensee's Equipment. The Licensee and its authorized representatives further shall have such access to the driveways, walkways, entrances, exits and hallways associated with the Building as may be required in order for the Licensee and its authorized representatives to access the Equipment Room and the Licensee's Equipment, including roof top access. The Licensor acknowledges that the nature of the Licensee's communications services requires such access for servicing purposes and in emergency situations. All entry and access to the Equipment Room and the Building, including the Building Risers and rooftop, by the Licensee and its authorized representatives shall be in accordance with the Licensor's Building Rules and Regulations, as attached in Schedule B, and Building Security Regulations, as attached in Schedule C.
- 6.2 Electrical Power** The Licensee shall have the right to connect the Licensee's Equipment to the electric power distributing system within the Building at the sole cost and expense of the Licensee. If required by the Licensee, the Licensee, at its sole cost and expense, shall install a separate meter to determine the Licensee's electricity consumption and the Licensee agrees to pay for such electricity consumption. The Licensor shall use reasonable commercial efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's use. The Licensee agrees that the Licensor has no obligation or responsibility to provide emergency or backup power to the Licensee, unless the parties agree that the Licensor will provide emergency or backup power to the Licensee on such terms and conditions as mutually agreed between the parties.
- 6.3 Telephone Service** The Licensee, at its sole cost and expense, shall have the right to install a telephone on the Equipment Room if required by the Licensee.
- 6.4 Nuisance** The Licensee shall not use nor permit the Licensee's Equipment or any part of the Equipment Room to be used in such a manner as to annoy, disturb or cause nuisance to or impede in any way the operation of the Licensor or the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.
- 6.5 Compliance with Laws** The Licensee, in installing, maintaining, operating, repairing and replacing the Licensee's Equipment in the Equipment Room and the Building Risers shall comply at all times with all applicable laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities, including,

without limitation, the rulings and decisions of the CRTC.

ARTICLE 7- INSTALLATION, MAINTENANCE AND REPAIRS

- 7.1 Approval of Plans** Prior to the commencement of the installation of the Licensee's Equipment in the Equipment Room and in the Building Risers, the Licensee shall prepare and submit plans, specifications, and working drawings to the Licenser in respect of such installation for the approval, in writing, of the Licenser.
- 7.2 Other Costs** In addition to License Fee, the Licensee agrees to pay the Licenser within sixty (60) days of receipt of an invoice from the Licenser, the cost for the review of Plans and Working Drawings referred to in Subsection 7.1, which cost shall not exceed \$500.00
- 7.3 Escort Services** The Licensee agrees to pay the Licenser fees for security escorted access to the Building, Building Risers, rooftop or the Equipment Room, within sixty (60) days of receipt of an invoice from the Licenser. Such fees shall be charged at a rate of \$25.00 per hour plus Sales Taxes, with a minimum charge of 0.5 hours, and shall not be charged if recovered by the Licenser from the tenants or occupants of the building.
- 7.4 Installation** Upon receipt of the Licenser's written approval pursuant to Section 7.1 above, the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee's Equipment, which installation shall be performed in a responsible and workmanlike manner and in accordance with all applicable laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial, and municipal governmental authorities.
- 7.5 Cables** The Licensee shall label each cable placed by the Licensee in the Building Risers and any telecommunications closets through which the Licensee's cable passes with an identification number assigned by the Licenser to the Licensee.
- 7.6 Repairs and Maintenance** The Licensee, at its own cost and expense, shall keep the Equipment Room and the Licensee's Equipment in a safe and properly maintained condition.
- 7.7 Liens** The Licensee shall be responsible for the satisfaction or payment of any liens registered against the Building by any supplier of labour, material or services to the Licensee. Any such liens shall be discharged by the Licensee within ten (10) Business Days at the request of the Licenser by payment of sufficient money into Court to obtain removal of such lien, provided that the Licensee shall be entitled to contest, in good faith, any such liens.
- 7.8 Licenser's Covenant** The Licenser covenants to operate, maintain and repair the Building and Building systems located on the Lands, as would the prudent owner of a similar building having regard to age, size and location.

ARTICLE 8- INSURANCE AND INDEMNIFICATION

- 8.1 Insurance** The Licensee, at its own expense, shall take out and maintain in force while

this agreement is in effect comprehensive general liability insurance with a combined single limit of One Million, Five Hundred Thousand Dollars (\$1,500,000) per occurrence, for legal liability for bodily injury, death and physical damage to tangible property damage including, but not limited to damage and loss to the Building and any property therein as well as for any injury or loss suffered by any of the customers and their employees in the Building and excess "Umbrella" liability coverage of not less than Eight Million, Five Hundred Thousand Dollars (\$8,500,000) per occurrence. The aforementioned total required insured limit of Ten Million Dollars (\$10,000,000) shall be composed of any combination of primary and excess (umbrella) insurance policies. The Licensee's liability insurance required above will contain owners' and contractors' protective coverage, contractual liability coverage, a cross liability and severability of interests clause, and will be written on an occurrence basis, and add the Licensor as an additional insured limited to the extent of the negligence or misconduct of the Licensee and those over which it is responsible in law.

8.2 Licensee Indemnification The Licensee shall indemnify and save harmless the Licensor from and against any loss, suit, claim, action, damage or expense, limited to the extent of the Licensee's negligence arising out of, from or by reason of, the installation, operation, maintenance, repair or removal of the Licensee's Equipment in the Equipment Room 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 negligence or misconduct of the Licensor or those for whom the Licensor is in law responsible. The Licensor acknowledges and agrees that the Licensee shall not be liable for any environmental contamination of the Building which occurred prior to the date on which the Licensee commences installation of its Equipment or the Term commences, whichever first occurs, provided the Licensee, its representatives, employees, agents, visitors or those authorized to be in the Building, invitees, contractors and all other persons for whom the Licensee is in law responsible in no way contributed to the existence, damage, disturbance or release in any way of any such environmental contamination in, on, over, under or emanating from the Building. The Licensee shall indemnify the Licensor against any environmental contamination caused by the Licensee or the Equipment;.

8.3 Limitation of Liability Neither the Licensor nor the Licensee will be liable to the other (regardless of any other provision of this Agreement) in respect of any indirect, special, incidental or consequential damages.

ARTICLE 9- TERMINATION

9.1 Termination by Licensee The Licensee shall have the right to terminate this Agreement upon written notice to the Licensor, without further liability to the Licensor, in the event of the occurrence of any of the following:

- (a) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's Equipment;
- (b) the Licensee's Equipment is damaged or destroyed and the Licensee determines that it will not effect repairs to, or replace, the Licensee's Equipment;

- (c) the Licensee no longer requires the Equipment Room or the Building Risers for the purpose of providing its communications services to customers in the Building;
- (d) the Licensor defaults in the observance or performance of any of the Licensor's obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Licensor, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensor promptly commences such cure with reasonable diligence; or
- (e) the Licensor makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to, bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensor is conclusive evidence of insolvency.
- (f) The Licensee no longer provides its standard telecommunications services in the Building.
- (g) The Building is no longer an MDU.
- (h) The Licensee does not install any Licensee's Equipment in the Building.

9.2 Termination by the Licensor The Licensor shall have the right to terminate this Agreement upon written notice to the Licensee in the event of the occurrence of any of the following:

- (a) the Licensee defaults in the payment of the License Fee or any other sum due under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensor to the Licensee;
- (b) the Licensee materially defaults in the observance or performance of any of the Licensee's obligations under this Agreement and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensor to the Licensee, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence; or
- (c) the Licensee makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensee is conclusive evidence of insolvency.

9.3 Surrender Upon the expiration or earlier termination of this Agreement, if there are no active subscribers to the Licensee's services in the Building, the Licensee shall remove

the Licensee's Equipment from the Equipment Room, the Building and the Building Risers and shall be responsible for repairing any damage caused by such removal, except damage caused by ordinary wear and tear.

ARTICLE 10- DAMAGE OR DESTRUCTION OF BUILDING

- 10.1 Right to Terminate** In the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Licensor under this Agreement, the Licensor, at its sole option and expense, may attempt to repair such damage within one hundred eighty (180) days. In the event the Licensor elects not to repair the damage within one hundred eighty (180) days, the Licensee shall have the right to terminate this Agreement upon providing thirty (30) days' prior written notice to the Licensor, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of Section 9.3 of this Agreement. The Licensee shall have no obligation to pay the License Fee or any other amounts under this Agreement during the thirty (30) day notice period, and the portion of the License Fee paid by the Licensee in advance shall be refunded by the Licensor to the Licensee on a pro rated basis to the date of damage to the Building.

ARTICLE 11- FORCE MAJEURE

- 11.1 Force Majeure** Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused by, or materially contributed to, force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall mean any acts of god, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be force majeure.

ARTICLE 12- NOTICES

- 12.1 Notices** Any Notice pursuant to this Agreement shall be sufficiently given if in writing and personally served, or sent by facsimile or registered mail, and addressed or sent as specified in the Information Page.
- 12.2 Change of Address** Either party may change its address or particulars for the purposes of the receipt of any Notices in connection with this Agreement by giving notice in the same manner as provided in this Article 12.
- 12.3 Receipt** Where a Notice is delivered personally or by facsimile, it shall be deemed to have been received the same Business Day, or if the day on which the Notice was sent is not a Business Day, the Notice shall be deemed to have been received on the next Business Day. Where a Notice is sent by registered mail, it shall be deemed to have been received three (3) Business Days after the date of mailing. In no event shall any Notice be sent by mail during any period of interrupted or threatened interruption of

postal service.

ARTICLE 13- MISCELLANEOUS

- 13.1 Entire Agreement** This Agreement cancels, replaces and supersedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.
- 13.2 Waiver** No failure by either party hereto to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.
- 13.3 Successors and Assigns** This Agreement shall not be assigned by the Licensee, in whole or in part, without the express written consent of the Licensor, provided that the Licensee shall be entitled to assign this Agreement to an affiliate of the Licensee, as defined in the *Canada Business Corporations Act*, upon written notice to the Licensor. This Agreement shall be binding upon, and shall enure to, the benefit of the parties and their respective successors and permitted assigns.
- 13.4 Disclosure** Both parties acknowledge that the terms and conditions of this Agreement, including fees shall, if required by the CRTC, be made available on the website of the Licensee. The Licensee shall remove all end-user information, wiring maps and building plans from this Agreement that is posted to the website.
- 13.5 Currency** All amounts contained in this Agreement are in Canadian dollars.

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13.6 Privacy As agent for the Licensor, Morguard Investments Limited ("Morguard") is committed to maintaining the security and confidentiality of personal information in accordance with applicable privacy legislation and our privacy policy. By signing this Telecommunications License Agreement, you are consenting to Morguard collecting, using and disclosing your personal information in order to identify and communicate with you, for such other purposes as may be necessary in order to enter into a licensor and licensee relationship with you and for any other purposes where you consent or where such collection, use or disclosures is permitted or required by law. For further information regarding Morguard's personal information handling practices, please refer to Morguard's privacy policy at www.morguard.com.

IN WITNESS WHEREOF, the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf as of the date first set forth above.

LICENSOR:
MORGUARD REAL ESTATE
INVESTMENT TRUST
by its agent Morguard Investments
Limited

Per:

Name:

Title:

Per:

Name:

Title:

I/We have the Authority to bind the
Company.

Per:

Name:

Title

Per:

Name:

Title:

I/We have the Authority to bind the
Company.

LICENSEE:
BELL CANADA

Per:

Name:

Title:

Per:

Name:

Title:

I/We have the Authority to bind the
Company.

SCHEDULE B
BUILDING RULES AND REGULATIONS

1. **Definition** - In these rules and regulations, "Licensee" includes the employees, servants, agents, invitees and sublicensees of the Licensee and others over whom the Licensee can reasonably be expected to exercise its control.
2. **Common Areas** - The Licenser reserves entire control of the common areas of the Building and will maintain them in such manner as it deems best for the benefit of the tenants generally. The Licenser reserves the right to restrict and regulate the use of the common areas of the Building by the Licensee and by persons making deliveries to the Licensee.
3. **Smoking** - Smoking is not permitted in the common areas of the Building, except as may be otherwise designated. The Licenser shall have the right, in its sole discretion, to determine whether any designated smoking area shall be established, and the size and location of any such area.
4. **Obstructions** - The sidewalks, driveways, entrances, vestibules, passages, corridors, halls, elevators and stairways shall not be encumbered or obstructed by the Licensee or be used by it for any purpose other than for entrance to and exit from the Equipment Room.
5. **Deliveries** - The Licensee shall not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walkway, parking area or other common areas of the Building. The Licensee shall ensure that deliveries of materials and supplies to the Equipment Room are made through such entrances, elevators and corridors and at such times as may from time to time be designated by the Licenser and shall promptly pay or cause to be paid to the Licenser the cost of repairing any damage in or to the Building caused by any person making such deliveries. The Licenser reserves the right to remove at the expense and risk of the owner any vehicle not using designated "vehicle standing" areas.
6. **Security** - The Licenser may from time to time adopt appropriate systems and procedures for the security and safety of the Building including restricting access during non-business hours and the Licensee shall comply with the Licenser's reasonable requirements relating thereto.
7. **Locks** - No additional locks or bolts of any kind shall be placed by the Licensee upon any of the doors or windows of the Equipment Room, nor shall any changes whatsoever be made to existing locks or the mechanics thereof except by the Licenser at its option. The Licensee shall not permit any duplicate keys to be made, but additional keys as reasonably required shall be supplied by the Licenser when requested by the Licensee in writing and at the Licensee's expense. Upon termination of the Lease, the Licensee shall surrender to the Licenser all keys to the Equipment Room and any other parts of the Building together with any parking passes or other devices permitting entry.
8. **Antennae** - The Licensee shall not mount or place an antenna or aerial of any nature on the exterior of the Equipment Room or Building.
9. **Garbage** - The handling and disposal of garbage shall comply with arrangements

prescribed by the Licensor from time to time. No disproportionate or abnormal quantity of waste material shall be allowed to accumulate in the Equipment Room and the cost of removal or clearing of quantities in excess of such normally provided service may be charged to the Licensee.

10. **Repairs, Alterations and Improvements** - The Licensee shall carry out repairs, maintenance, alterations and improvements in the Equipment Room only during times agreed to in advance by the Licensor and in a manner which will not interfere with the rights of other tenants in the Building.
11. **Maintenance** - The Licensee shall provide adequate facilities and means to prevent the soiling of walls, floors and carpets in and abutting the Equipment Room whether by shoes, overshoes, any acts or omissions of the Licensee or otherwise.
12. **Installations and Wiring** - The Licensee shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the Equipment Room and the Building except with the prior written consent of the Licensor and as it may direct. If the Licensee desires electrical or communications connections, the Licensor reserves the right to direct qualified persons as to where and how the wires should be introduced, and without such directions, no boring or cutting for wires will be permitted. No gas pipe or electric wire will be permitted which has not been ordered or authorized in writing by the Licensor.
13. **Heating, Air Conditioning and Plumbing Systems** - The Licensee shall not attempt any repairs, alterations or modifications to the heating, air conditioning or plumbing systems.
14. **Water Fixtures** - The Licensee shall not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the Licensee shall pay the cost of any breakage, stoppage or damage resulting from a violation of this provision.
15. **Personal Use of Equipment Room** - The Equipment Room shall not be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes as permitted under the Lease.
16. **Solicitations** - The Licensor reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Building.
17. **Heavy Articles** - The Licensee shall not, in the Equipment Room or the Building, bring in, take out, position, construct, install or move anything liable to injure or destroy any part of the Building including, without limiting the generality of the foregoing, any safe, business machinery or other heavy machinery or equipment without the prior written consent of the Licensor. In giving such consent, the Licensor shall have the right, in its sole discretion, to prescribe the permitted weight and the position thereof, and the use and design of planks, skids or platforms required to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or machinery shall be repaired at the expense of the Licensee. The moving of all heavy equipment or other machinery shall occur only by prior arrangement with the Licensor.
18. **Bicycles, Animals** - The Licensee shall not bring any animals, except for guide dogs,

into the Building and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by the Licensor for such purposes.

19. **Furniture and Equipment** - The Licensee shall ensure that furniture, equipment and fixtures being moved into or out of the Equipment Room are moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the Licensor and shall promptly pay or cause to be paid to the Licensor the cost of repairing any damage in the Building caused thereby.
20. **Heating / Cooling** - The Licensee shall not use any means of heating or cooling the Equipment Room other than that provided by or specifically otherwise permitted in writing by the Licensor.
21. **Undue Electrical Loads, Heat, Vibration** - No material or equipment which could cause undue loads on electrical circuits or undue vibration, heat or noise shall be brought into the Building or used therein by or on behalf of the Licensee and no machinery or tools of any kind shall be affixed to or used in the Equipment Room without the prior written consent of the Licensor.
22. **Fire Regulations** - No tenant shall do or permit anything to be done in the Equipment Room or bring or keep anything therein which will in any way increase the risk of fire, or obstruct or interfere with the rights of other tenants, or violate or act at variance with the laws relating to fires or with the regulations of the fire department or the board of health. The Licensee shall cooperate in any fire drills and shall participate in all fire prevention or safety programs designated by the Licensor.
23. **Flammable Materials** - No flammable oils or other flammable, dangerous or explosive materials shall be kept or permitted to be kept in the Equipment Room.
24. **Food and Beverages** - Only persons approved from time to time by the Licensor may prepare, solicit orders for, sell, serve or distribute foods or beverages in the Building or use the elevators, corridors or other common areas of the Building for any such purpose. The Licensee shall not permit in the Equipment Room the use of equipment for the preparation, serving, sale, distribution or dispensing of food and beverages except with the prior written consent of the Licensor and in accordance with arrangements approved by the Licensor.
25. **Notice of Accidents** - The Licensee shall give immediate notice to the Licensor in case of fire or accident in the Equipment Room or in the Building, or in case of defects therein or in any fixtures or equipment thereof, notwithstanding the Licensor may have no obligations with respect thereto.
26. **Janitorial Services** - The Licensee shall not use or engage any person or persons other than the janitor or janitorial contractor of the Licensor for the purpose of any cleaning of the Equipment Room, except with the prior written consent of the Licensor.
27. **Dangerous or Immoral Activities** - The Licensee shall not make any use of the Equipment Room which could result in risk or injury to any person, nor shall the Equipment Room be used for any immoral or criminal purpose.

28. **Proper Conduct** - The Licensee shall not perform any acts or carry on any practice which may damage the common areas of the Building or be a nuisance to any other tenant in the Project.
29. **Additional Rules and Regulations** - The Licensor shall have the right to make such other and further reasonable rules and regulations as in its sole judgment may from time to time be necessary or of benefit for the safety, care, cleanliness and appearance of the Project and for the preservation of good order therein.

SCHEDULE C

BUILDING SECURITY REGULATIONS

The Licensee shall ensure that the doors of the Equipment Room are closed and locked before the Licensee or the Licensee's employees leave the Equipment Room, so as to prevent waste or damage, and for any default or carelessness in this regard the Licensee shall make good all injuries sustained by the Licensor or other tenants or occupants of the Building.

The Licensee shall keep the doors to the Equipment Room corridors closed and locked at all times when not in use.

No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any licensee, nor shall any changes be made in existing locks or the mechanism thereof. Lock cylinders and keys shall be changed by the Licensor at the Licensee's expense upon receipt of written request from the Licensee.

The Licensee must, upon the expiration or sooner termination of this Agreement, return to the Licensor all keys and/or access cards either furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys so furnished, the Licensee shall pay to the Licensor the cost of replacement keys.

Building janitors and contract cleaners will be provided with a passkey to offices in the Building.