

**TELECOMMUNICATIONS LICENSE AGREEMENT**

**BETWEEN**

**FAYLAURA INVESTMENTS INC.**

(the "Owner")

- and -

**BELL CANADA**

("Bell")

Building Address: 2780 Dufferin Street, City of Toronto  
Commencement Date: December 1, 2015

## TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 1<sup>st</sup> day of December, 2015, between Faylaura Investments Inc (the "Owner") and Bell Canada ("Bell"). The Owner represents that they are the rightful owner of the property described as 2780 Dufferin Street, City of Toronto (the "Premises").

1. The Owner grants to Bell, its affiliates, successors, and assigns, a non-exclusive license: (i) to install, construct, operate, maintain, repair, improve, upgrade, 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" located in the main telephone room, riser closets and all telecommunications spaces/pathways includes but is not limited to any hardware, wire, cabling, and infrastructure or otherwise, which is necessary and incidental to enable and deliver and demonstrate Bell services (the "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.
2. 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 business 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 Premises for the purposes of this License. The Owner may require any person who accesses the Premises outside of normal business hours to be accompanied by a representative of the Owner designated for that purpose and the cost of providing this form of escort will be paid by Bell. This escort fee shall not apply if it is recovered from tenants through the operating costs of the Premises charged to them under their leases or otherwise.
3. 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 ventures, co-owners or otherwise as participants in a joint or common undertaking.
4. 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.
5. 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 unless such damage is caused by Bell's negligence or wilful misconduct. 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.

6. The term of this License is effective as of the Commencement Date specified on the title page and shall continue to run for a period of ten (10) years from the Commencement Date (the "Term"). Provided Bell is not then in default beyond any applicable cure period, Bell shall have the right to renewed this Agreement on the terms and conditions herein for two(2) renewal periods of five (5) years each upon giving at least 90 days written notice to the Owner prior to the end of the Term or the current renewal term, as the case may be, of its intention to renew the Term.
7. Bell will take steps to correct any interference caused by its Equipment to (i) the services of other telecommunications service providers in the Premises, (ii) the Premises' operating, elevator, safety, security, or other systems, or (iii) any tenant's or occupant's use and enjoyment of the Premises, including their respective use or operation of communications or computer devices, as soon as possible but not more than 48 hours after receiving written notice of such interference.
8. Either party may elect to terminate this Agreement, subject to giving at least thirty (30) days' prior written notice to the other party if any part of the Premises have been destroyed or damaged to such an extent that, in Bell's sole opinion, Bell can no longer provide its Services and it is not feasible to repair or rebuild the Premises within a period of one hundred and eighty (180) days after the damage.
9. At the expiration or earlier termination of this Agreement, the Licensee shall, at Bell's sole cost and expense, remove the Equipment and all of Bell's personal property except any equipment mandated by the CRTC. Bell further covenants, at its sole cost and expense, to repair or refinish all damage caused by the removal of the Equipment. If Bell fails to repair or refinish any such damage, the Owner may repair or refinish such damage and Bell shall reimburse the Owner of all reasonable costs and expenses incurred in such repair or refinishing and will pay to the Owner an administration fee equal to 15% of the cost. However, in no event will Bell assume costs arising from the removal of inside wiring equipment, including wires, cables, or addressable wall plates.
10. 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.
11. The Owner may terminate this Agreement if, by no act of the Owner, Bell ceases to provide Bell Services using the Equipment.
12. This Agreement will be governed by the laws of the Province of Ontario. The attached Schedule A forms part of the agreement.

[signature page follows]

IN WITNESS WHEREOF, the Owner and Bell have executed this Agreement in multiple original counterparts as of the day and year first above written.

**FAYLAURA INVESTMENTS INC.**

(Owner)

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have authority to bind the corporation

**BELL CANADA**

(Bell)

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

I/We have authority to bind the corporation