

TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

First Capital (St. Catharines) Corporation

(the "Licensor")

- and -

BELL CANADA

(the "Licensee")

Building Address: 285 Geneva St., St. Catharines, ON

Commencement Date: December 1st, 2014

INFORMATION PAGE

This page sets out information which is referred to and forms part of the **TELECOMMUNICATIONS LICENSE AGREEMENT** made as of the 20 day of February, 2015 between First Capital (St. Catharines) Corporation as the Licensor and BELL CANADA as the Licensee. The information is as follows:

Building: The property municipally known as 285 Geneva St. in the City of St Catharines, and the Province of ONTARIO.

Floor Area of Deemed Area: 35 sqft.

Commencement Date: 1st day of December, 2014

License Fee: An annual sum of Three Thousand Dollars \$3,000 payable in advance on the Commencement Date.

Hydro: The sum of \$120 per year in advance due on the Commencement Date and each anniversary thereafter.

Notices:

<u>Licensor</u>	<u>Licensee</u>
First Capital Realty Inc. 85 Hanna Avenue, Suite 400 Toronto, Ontario, M6K 3S3	c/o SNC-Lavalin O&M Solutions Inc. 87 Ontario Street West, Suite 200 Montreal, QC, H2X 0A7
Attention:	Attention: Dept. , Real Estate Services; and Dept. , Lease Administration
Fax:	Telecopier: (515) 840-8404
	<i>With a copy to:</i> Bell Canada, Real Estate Services 87 Ontario Street West, Floor 6 Montreal, QC, H2X 1Y8
	Attention: Senior Specialist, Asset Management Telecopier: (514) 391-7990

Prime Rate Reference Bank: The Bank of Montreal.

Renewal Term(s): One (1) period of Five (5) years.

Term: The period starting on the Commencement Date, and ending on the 30 day of November 2019.

occupants of the Building and such other pathways used by the Licensee during the Term and Renewal Term as approved by the Licensor in accordance with Section 7.

"Connecting Equipment": the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware as described in Schedule "C" installed, or to be installed by the Licensee, through the Entrance Link, and the Communication Spaces, and such other connecting equipment as may be installed by the Licensee in the Building during the Term and Renewal Term, as approved by the Licensor in accordance with Section 7, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

"Consumer Price Index": (All Items for Regional Cities, base year 2002=100) for the city in which the Building is located, or if there is no Consumer Price Index for that city, for the city in Canada nearest the Building for which there is a Consumer Price Index published by Statistics Canada (or by a successor or other governmental agency, including a provincial agency). If the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by the Licensor, acting reasonably, will be used. If a substitution is required, the Licensor will make the necessary conversions. If the base year is changed by Statistics Canada or the applicable governmental agency, the necessary conversions will be made.

"Cross Connection": the connection of one wire or cable under the management and control, or ownership of one party to a wire or cable under the management and control or ownership of another, by anchoring each wire or cable to a connecting block and placing a third wire between the two, or by any other means, and any other connection of the telecommunications system or any of its components that is under the management, control or ownership of one party to that of another, or any of its components.

"CRTC": the Canadian Radio-television and Telecommunications Commission.

"Deemed Area": the area described and depicted on Schedule "A".

"Entrance Cable": the Cable installed or to be installed by the Licensee that connects the Licensee's telecommunications network from the property line of the Lands to the Communications Equipment and to the Main Distribution Frame and includes the tie Cables between the Communications Equipment and the Main Distribution Frame.

"Entrance Link": the coresleeve, or other penetration designated by the Licensor through the Building's foundation walls or elsewhere as indicated in Schedule "D" containing the Entrance Cable.

"Equipment Room": the area containing the Main Distribution Frame for the Building as of the date of this Agreement.

"Event of Default": defined in Section 18.

"Fee": any amount payable by the Licensee under this Agreement.

"Hazardous Substance": any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Building is situated or under the laws of Canada, including any

agreements with TSPs, or (except for charges for services identified in Exhibit "I" and provided by the Riser Manager) fees in relation to a Riser Manager.

"Released Licensee Persons": the Licensee and the officers, directors, employees, agents and contractors of the Licensee.

"Released Licenser Persons": the Licenser and Owner(s) and property manager of the Building and First Capital Realty Inc. And the corporations, trusts and partnerships controlled by it, and any lender that holds security on the Building, and the respective officers, directors, employees, agents and contractors, of all and any of them.

"Renewal Term": the renewal term(s) noted on the Information Page.

"Riser Manager": a person or entity retained by the Licenser to provide management and supervision services for all or part of the raceways, risers, ducts, conduits, sleeves, communications pathways (including the Communications Spaces), roof areas and other telecommunications related facilities in or serving the Building.

"Services": the telecommunications or other communications services to be provided by the Licensee to tenants or occupants in the Building.

"Term": the period of time stated as the Term on the Information Page.

"TSP": a telecommunications or other communications service provider.

2. GRANT

- (a) the Licenser grants to the Licensee for the Term, a non-exclusive license:
 - (i) to install, operate, maintain, repair, improve, replace, and remove, at the Licensee's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
 - (ii) to use the Entrance Link, Main Distribution Frame, and Communications Spaces;
 - (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and
 - (iv) connect the Licensee's Equipment to the In-Building Wire and Inside Wire.
- (b) The Licensee shall be provided access to the Lands and Buildings to the extent necessary to exercise its non-exclusive license, twenty four hours per day, three hundred and sixty five days per year subject to:
 - (i) the Licenser's reasonable security requirements;
 - (ii) the notice requirement as provided in Section 9(b); and

- (ii) Upon reasonable request from the Licensor, taking necessary steps to achieve improved space and operating efficiencies in connection with specific cases, and examining, identifying and labelling specific items of Existing Equipment;
 - (iii) relocating, reconfiguring and improving space and operating efficiencies related to Existing Equipment in accordance with the reasonable requests of the Licensor, but subject to Section 2(d); and
 - (iv) upon request from the Licensor and with reasonable time to respond in the circumstances, providing to the Licensor its existing available information on its Existing Equipment, e.g. concerning types of wiring, wiring casings, materials used in the Existing Equipment, sizes, capacities and other information, where that other information may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers.
- (h) The relationship between the Licensor and the Licensee 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.

3. FEES

- (a) The Licensee agrees to pay the License Fee to the Licensor annually in advance without any set-off, deduction or abatement whatsoever.
- (b) The Licensee shall also pay to the Licensor any Recoverable Costs incurred by it within sixty (60) days after receipt of each itemized invoice, without deduction or set off.
- (c) Interest will accrue at an annual rate of interest equal to Prime plus three percent (3%) per annum on any arrears of Fees payable by the Licensee, and will be payable on demand by the Licensee.
- (d) Value added taxes and similar taxes such as "HST" or "GST" are payable by the Licensee on all Fees.

4. TERM - OPTION TO RENEW

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page.
- (b) Provided that the Licensee is not in default of any of its obligations under this Agreement, this Agreement will automatically be renewed for the Renewal Term(s) unless the Licensee gives the Licensor at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of the Licensee's intention not to renew. Each Renewal Term will be governed by the same terms and conditions set out herein except for: (i) any further right to renew, (ii) Section 2(g), and (iii) the License Fee, which will increase at the start of the

respect of equipment intended to be installed in the racks installed inside the Deemed Area and, technical specifications in respect of that equipment will not be required to be provided other than specifications relating to heat generated by the equipment and electrical consumption, provided, however, that in the event of any changes in respect of any installed equipment, Licensee shall provide to Licensor an amended "Bay Layout".

- (b) The Licensee represents and warrants that the installation of the Licensee's Connecting Equipment, Entrance Cable and Cable shall be in strict compliance with the approved Plans and Specifications.
- (c) The Licensee agrees that installation, construction, operation and maintenance shall be performed:
 - (i) in a neat, responsible, and good and workerlike manner;
 - (ii) strictly consistent with such reasonable requirements as shall be imposed by the Licensor and communicated in advance to the Licensee in writing;
 - (iii) in accordance with all applicable laws, rules and regulations, including all applicable laws pertaining to workers' compensation; and
 - (iv) using only contractors approved in writing by the Licensor (it being acknowledged that, without limitation, a lack of or incompatible union affiliation of a contractor is a reasonable basis for failing to approve a contractor).

Before commencing the Services, the Licensee shall provide evidence satisfactory to the Licensor that it and all of its contractors and agents have all required workers' compensation registrations.

- (d) The Licensee shall label each Cable installed by the Licensee on or after the date of this Agreement in the Communications Spaces, in each telephone closet through which the Cables pass, and, in addition, at any intervals and at additional locations that the Licensor might reasonably require. The labelling will be in a format approved by the Licensor acting reasonably.
- (e) The Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Licensor prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over the Licensee's operations.
- (f) The Licensee shall not, during construction or otherwise block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways or any other common areas of the Building.

Licensor deems appropriate to correct the conditions, all at the cost of the Licensee, plus an administration fee equal to fifteen percent (15%) of those costs and plus any applicable value added taxes and similar taxes such as "HST" or "GST", payable forthwith on demand against receipt of invoice from Licensor.

- (iv) The Licensee's Equipment shall not disrupt, adversely affect, or interfere with other providers of communications services in the Building, the Building's operating, elevator, safety, security, or other systems, or with any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties. The Licensee shall correct such disruption, adverse effect or interference as soon as possible but not more than twenty-four (24) hours after receiving written notice of such disruption, adverse effect or interference provided that if the correction cannot be completed within twenty-four (24) hours and Licensee has commenced, and is exercising due diligence to complete, the corrective action, then within forty-eight (48) hours.
- (v) The Licensee will comply with all Building rules, including respecting access, as periodically adopted by the Licensor acting reasonably, and any applicable laws and regulations, and will cause its agents, employees, contractors, invitees and visitors to do so.
- (vi) The Licensee will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Deemed Area, the Equipment Room, the Licensee's Equipment and In-Building Wire, including the Licensee's provision of services.
- (vii) The Licensee will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties (collectively, "**third party rights**") in respect of any part of the In-Building Wire and will not grant the right to, or permit, any third parties to remove any of the Licensee Equipment from the Lands or Building. Despite the foregoing, the Licensor acknowledges and agrees that the Licensee is permitted to allow other local exchange carriers to connect to and use copper In-Building Wire under its responsibility and control and conversely, to connect to and use copper In-Building Wire under the control and responsibility of other local exchange carriers, at no cost.
- (viii) Except as required or mandated by the CRTC, the Licensee will not permit any other TSP to co-locate equipment in its Deemed Area nor will it permit any third party supplier to Cross Connect to any of the Licensee's Equipment or to use any part of the Licensee's Equipment for the purpose of providing telecommunication or similar services to customers in the Building.

- (iv) If the operation of the Licensee'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 Building, the Licensor shall, to the extent that it is commercially reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Licensee and such third parties to work co-operatively to ameliorate the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

9. ACCESS

- (a) Subject to Section 9(b), the Licensee's authorized representatives may, after reasonable prior written notice, have access to the Equipment Room at all times during normal business hours, and at other times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving and repairing the Licensee's Equipment. The Licensor will give the Licensee's authorized employees or properly authorized contractors, subcontractors, and agents of the Licensee ingress and egress to the Lands, Building and Communications Spaces including non-exclusive use of an elevator during normal business hours, and at other times as agreed by the parties in advance. However, only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of the Licensee, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building, Communications Spaces, Equipment Room, or other areas in the Building and only upon the conditions set forth in this Agreement. The Licensee shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communication Spaces, Equipment Room, or other areas in the Building.
- (b) Except in the event of an emergency and as described below, the Licensee will give at least twenty-four (24) hours notice to the Licensor of its intent to enter the Building including the Communications Spaces and the Equipment Room. At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Building, including the Communications Spaces and the Equipment Room, the reasons for entry, and the expected duration of the work to be performed. For routine service activations and repair visits to the Building during normal business hours for which purposes the Licensee requires access without advance notice in order to meet its CRTC-mandated service provisioning and service repair intervals this notice may be given at the time of the entry, to the security person, or other person designated for that purpose by the Licensor. Any person who accesses the Building, Communication Spaces, the Equipment Room, or any other part of the Building which the Licensor designates, may be required by the Licensor to be accompanied by a representative of the Licensor designated for that purpose and the cost of providing this form of accompaniment or supervision will be paid by the Licensee to the Licensor based on hourly wage and employment cost plus an administration fee of fifteen percent (15%) and plus any applicable value added taxes and similar taxes such as "HST" or "GST". In the event of any emergency, (i) the Licensee

- (d) The Licensee shall provide proof of such insurance to the Licensor prior to Commencement Date and in any event prior to any access by Licensee to the Lands and Buildings or the commencement of any construction, which such insurance shall require that the Licensor be notified, in writing, that a policy will be cancelled at least thirty (30) days prior to such cancellation. Licensee shall provide Licensor thirty (30) days prior notice of any reduction in the required insurance limits or in the types of required coverages, as contemplated in this Section 10. Annually, on the anniversary of the Commencement Date, or upon renewal of the respective policies as the case may be, the Licensee shall provide proof of such insurance in the form of insurance certificates signed by the Licensee's insurance brokers or its insurers' authorized representatives and in form, content, and detail consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) and acceptable to the Licensor, acting reasonably.

11. RELEASE BY LICENSEE

In no event will the Licensor be liable to the Licensee and the Licensee releases the Licensor for:

- (a) any damage to the Licensee's Equipment, Equipment Room, and Deemed Area or loss of use of such property;
- (b) the quality, adequacy, compatibility or sufficiency of any Building Communication Spaces provided to the Licensee hereunder, it being acknowledged by the Licensee that all Building Communication Spaces are provided "as is" and "where is", the use of which is at the sole risk of the Licensee;
- (c) the activities of any third party, under the terms of another telecommunications access license or similar agreement, whether or not the party has been escorted while within the Building;
- (d) any claims resulting from lightning or other electrical current passing through the Building or facilities that cause any damage to the Licensee's Equipment or result in the interruption of any service by the Licensee;
- (e) any claims by tenants and other occupants of or visitors to the Building related to the Services or the Licensee's Equipment howsoever resulting or caused, except to the extent caused by the gross negligence of the Licensor and others over whom it is responsible at law;
- (f) the inadequacy of any utility service, or the loss of or the failure to provide any utility service causing property damage or personal injury. The Licensee acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in office buildings and the Licensee further acknowledges that any sensitive Equipment in and on the Building will be protected by the Licensee from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems; or

damages or for 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.

15. ASSUMPTION OF RESPONSIBILITY AND CONTROL

The Licensor reserves its right, consistent with the applicable decisions and rulings of the CRTC, to request the Licensee to transfer responsibility and control of its In-Building Wire. Such transfer shall be at the sole discretion of the Licensee and on terms and conditions acceptable to the Licensee. If the Licensor assumes responsibility and control of in-building wire installed by the Licensee, it will be entitled to recover the reasonable costs of its maintenance and management to the extent not prohibited by the CRTC.

16. ASSIGNMENT, SUBLICENSING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE LICENSEE

- (a) The Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensor which consent may not be unreasonably withheld. Despite what is stated above, the Licensee may assign its rights under this Agreement, on a bona fide basis, to an Affiliate without the prior written consent of the Licensor, to a purchaser of substantially all of the assets of the Licensee if: (i) the assignee executes an agreement with the Licensor to be bound by the terms of this Agreement and agrees to pay the reasonable costs of the Licensor incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of Bell Canada, an assignment in respect of which the Licensor's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Licensor those reasonable particulars which the Licensor requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Licensor reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement mentioned above and to satisfy itself that the requirements stipulated above are satisfied.
- (b) No assignment whether to an Affiliate or otherwise, shall release the Licensee from any liability or obligation under this Agreement, unless the Licensor provides a release in writing to the Licensee.
- (c) Except as required or mandated by the CRTC and as provided for in this Agreement, the Licensee will not sublicense, co-locate, share the use of, or otherwise provide the benefit of this Agreement to any third party telecommunication provider or other communication service provider and will not mortgage or encumber its rights under this Agreement in favour of any Lender without the Licensor's prior written consent.
- (d) Despite what is stated above, the Licensee will be permitted to assign its rights under this Agreement to a bona fide lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking provided that at the time of such assignment an Event of Default has not occurred and is continuing. However, this permission does not imply or allow the inference that

- (v) the appointment of a receiver, receiver and manager, or any other representative in connection with any default by the Licensee under any loan or debt obligation;
 - (vi) the ceasing of the Licensee to carry on business in the ordinary course; and
 - (vii) if the Licensee shall default in the observance or performance of any of the Licensee's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Licenser to the Licensee.
- (b) Upon or after the occurrence of an Event of Default the Licenser may elect to terminate this Agreement without limiting its other remedies.
 - (c) If the Licenser shall default in the observance or performance of any of the Licenser's obligations under this Agreement, and such default shall continue for more than ten (10) Business Days after written notification of such default by the Licensee to the Licenser, the Licensee may terminate this Agreement without limiting its other remedies.

19. RESTORATION OBLIGATIONS

At the expiration or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, without liens, remove the Entrance Cable, and all other items of the Licensee's Equipment except any part of it that by agreement between the Licensee and the Licenser has been acquired by the Licenser, and all of the Licensee's personal property from the Building. This obligation to remove the Entrance Cable and all other items of the Licensee's Equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to other TSP's. If any property that is required to be removed is not so removed within twenty (20) Business Days after the termination, the property may, at the Licenser's sole option, (i) be removed and stored by the Licenser at the Licensee's expense (and the Licensee will pay an administration fee equal to fifteen percent (15%) of the expense), or (ii) become the property of the Licenser without compensation to the Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination, or that arise hereunder by reason of the removal of the Licensee's Equipment and other equipment or property, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the original placement, instalment, operation or removal of the Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, the Licenser may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licenser of all costs and expenses incurred in such repair or refinishing and will pay to the Licenser an administration fee equal to fifteen percent (15%) of the cost. The Licensee will provide to the Licenser upon completion of the removal of the Licensee's Equipment an engineer's report confirming completion of the removal in accordance with this Agreement.

Licensor from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

25. SPECIFIC TERMINATION RIGHTS

In addition to the other termination rights provided to it in this Agreement, either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the other party:

- (a) where the Building has been destroyed, or damaged to such an extent that it is not feasible to repair it within a period of one hundred and eighty (180) days after the damage;
- (b) where the Deemed Area or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;
- (c) where the Building is expropriated by a lawful authority;
- (d) where the Licensor wishes to redevelop, or otherwise alter the Building in such a manner as to, in the Licensor's opinion, make the relocation of any part of the Deemed Area or the Licensee's Equipment not feasible;
- (e) the Licensee no longer provides Licensee's Services in the Building;
- (f) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the provisioning of Licensee Services; or
- (g) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC.

26. ESTOPPEL CERTIFICATES

The Licensee will provide to the Licensor from time to time, within ten (10) Business Days of the Licensor's written request in each case, at no cost to the Licensor, a statement duly executed by the Licensee confirming that this Agreement is in good standing confirming, the Fees payable and the Fees actually paid to any date specified by the Licensor for the statement confirming the Commencement Date, the Term, any Renewal Term to which it claims to be entitled, and any other information that the Licensor reasonably requests pertaining to this Agreement or Building.

27. INTENTIONALLY DELETED

28. SEVERAL OBLIGATIONS - NON-RECOURSE

The liability of each of the Owner(s) where there are more than one, is several and not joint and is limited to the interest of the Owner(s) from time to time in the Building.

34. GOVERNING LAW

This Agreement will be governed by the laws of the province in which the Building is situated.

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

First Capital (St. Catharines) Corporation

(Licensor)

Per: _____

Per: _____

Name:

Title:

I/We have authority to bind the corporation

BELL CANADA

(Licensee)

SCHEDULE "B"

COMMUNICATIONS EQUIPMENT DETAILED DESCRIPTION

(if applicable)

SCHEDULE "D"

**DESIGNATED PARTS OF BUILDING
COMMUNICATIONS SPACES**

(if applicable)