



TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

CITYSCAPE HOLDINGS INC.

and

DREAM DISTILLERY DISTRICT RETAIL LP.

(collectively, the "Owner")

- and -

BELL CANADA

("Bell")

Building Address: 55 Mill St., Toronto, Ontario
Commencement Date: October 1, 2015



TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 5 day of October, 2015 between **CITYSCAPE HOLDINGS INC.** and **DREAM DISTILLERY DISTRICT RETAIL LP.** (collectively, the "**Owner**") and Bell Canada ("**Bell**"). The Owner represents that they are the rightful owner of the property described as 55 Mill St. 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, upgrade 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, fibre, 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 at its cost.

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, subject to Bell providing a minimum of 24 hours 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.

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, upon being provided by Bell with written notice and reasonable particulars concerning the nature of the interference, to the extent that it is commercially reasonable, 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, but the Owner provides no assurances, representations or warranties that such interference will be stopped

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 Building 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. 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.



Bell shall maintain and service the Equipment as required and shall be responsible for any and all direct and indirect costs of performing such work. Bell shall indemnify the Owner from and against any liabilities, claims, damages, losses and expenses for personal injury or property damage due to, arising from or to the extent contributed to any act or omission of Bell in connection with Bell's exercise of the rights pursuant to this Licence, except to the extent any such liabilities, claims, damages, losses and expenses are due to the wilful misconduct of the Owner or its officers, employees or agents. Bell shall hold the Owner harmless from all claims, damages, losses, and expenses for personal injury or property damage due to, arising from, or to the extent contributed to any act or omission of Bell in connection with Bell's exercise of the rights pursuant to this License, except to the extent any such liabilities, claims, damages, losses and expenses are due to the wilful misconduct of the Owner, or its officers, employees or agents.

The term of this License is effective as of the Commencement Date noted on the title page 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.

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 use reasonable efforts to 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 or, in the event the Owner uses reasonable efforts but is unable to obtain an Assumption Agreement, upon completion of a transfer 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.

Bell acknowledges and agrees that the Owner is providing the Premises on an "as is, where is" basis and, except as set out herein, the Owner is providing neither representations nor warranties to Bell. Bell shall promptly repair, at its sole expense, any damage to the Premises caused by Bell's installation, repair, or servicing of its Equipment or relating to Bell's use and occupation of the Premises.

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.

CITYSCAPE HOLDINGS INC.

(Owner)

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the corporation

DREAM DISTILLERY DISTRICT RETAIL LP.

(Owner)

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the corporation

BELL CANADA

I/We have authority to bind the corporation