



SITE ACCESS LICENSE AGREEMENT

Abridged

THE LICENSE dated November 8, 2013 governed by and construed under the laws of the Province of Ontario

BETWEEN

BELL CANADA (the "Licensee")

AND

METCALFE REALTY COMPANY LIMITED (the "Licensor")

FOR

7 HINTON AVENUE (the "Building")

WHEREAS:

- A. *Metcalf Realty Company Limited* is the registered owner of the property known as *7 Hinton Avenue (the "Building")*, legally described in Schedule "A" including the Building and all improvements located thereon and the surrounding Lands owned by the Licensor, including all easements and right of ways in favor of the Licensor; and
- B. *The Licensor grants to the Licensee the non-exclusive right to install and maintain certain fiber optic cable and such fixtures and attachments as necessary (the "Equipment") to the Building (collectively the "Licensed Area")* to provide high speed broadband telecommunications services and facilities, subject to the terms, conditions, and provisos conditional in this License Agreement.

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. TERM AND FEE

The Term ("Term") of the License shall be five (5) years and shall commence on the 1st day of December, 2013, (the "Commencement Date") and shall terminate the 30th day of November, 2018.

The Licensee shall pay to the Licensor an annual License Fee of one thousand, two hundred dollars (\$1,200.00) payable in advance in one lump sum payment on the Commencement Date, and thereafter on each anniversary of the Commencement Date of the herein License.

2. LICENSE

The Licensor grants to the Licensee, its employees, contractors, agents or representatives;

- (a) the right to install and maintain certain fibre optic cable and such fixtures and attachments as necessary (the "Equipment") in accordance with the Plans and specifications found in Schedule "B" attached hereto.
- (b) at the Licensee's sole expense, access to the Building and Licensed Area, and to those areas that contain the conduit and cabling connecting the Equipment for the installation, replacement, servicing, testing, connecting, disconnecting, operating, maintaining and repairing of the Equipment, cables or points of interconnection or any other fiber optic related activities that may be required from time to time subject to security procedures as required by the Licensor, and as amended by the Licensor from time to time. The Licensor will provide if necessary, at the Licensee's expense, access keys, swipe cards, combinations and such other security requirements of the Licensor that are necessary to accommodate such access, and in the case of an emergency the Licensee shall, at the Licensee's sole expense and subject to the Licensor's security procedures, have access to the Licensed Area including the Equipment, 24 hours a day, 365 days a year; and

The foregoing rights shall be for the use and enjoyment of the Licensee, its assignees, licensees and their respective employees, servants, contractors, subcontractors and agents pursuant to the License and any renewals thereof.

3. APPROVAL BY LICENSOR OF LICENSEE'S PLANS

Prior to the initial installation of the said fibre optic cable or any related equipment, apparatus, fixtures or attachments and prior to any subsequent installation or modification, the Licensee shall submit to the Licensor for its *reasonable* written approval, detailed plans complete with installation notes and routing schematics (Schedule "B"). *Licensor shall respond within ten (10) business days of Licensee's submission of such plans.*

Any of the Licensee's work that may affect the structure of the base operating systems of the Building may, at the Licensor's election with prior consultation and written approval from the Licensee, be completed by the Licensor and the Licensee shall reimburse the Licensor for any reasonable costs of completing the work and the reasonable costs of the Licensor's reviewing plans and specifications for such work.

The Licensee shall provide to the Licensor on an ongoing basis, a detailed inventory of all the cabling and equipment which the Licensee has installed in the Building.

4. TRADE FIXTURES

Without limiting the generally or the foregoing, the fibre optic cable conduit and related Equipment provided by the Licensee within the Licensed Area will be deemed Trade Fixtures (the "Trade Fixtures"). Trade Fixtures will be for the exclusive use of the Licensee and will remain the property of the Licensee. All installation and maintenance of the said Trade Fixtures shall be carried out by the Licensee at its own expense and upon the termination of the License the Licensee shall be entitled to and shall remove same at its expense and, at the request of the Licensor and at the Licensee's expense, return any part of the Building affected by the installation of the said Trade Fixtures to its original condition as it existed before the commencement of this License, save and except for reasonable wear and tear.

The Licensee shall remove all unnecessary cabling and conduit upon termination of agreements with its customer(s) in the Building. If the Licensee fails to perform its obligations with respect to restoration or removal of cabling, then on not less than ten days *written* notice to the Licensee, the Licensor shall perform such obligation without liability to the Licensee for any loss or damage to the Licensee thereby incurred, and the Licensee shall pay the Licensor the cost thereof, plus 15% of such cost for overhead and supervision, within *sixty (60)* days of receipt of the Licensor's invoice therefor.

Should the said Trade Fixtures not be removed from the Building, then the Licensee shall transfer title to any such Trade Fixtures not removed from the Building to the Building Owner and take reasonable steps including, without limitation, execution of documentation necessary to evidence the transfer of ownership of the applicable Trade Fixtures to the Building Owner.

5. UTILITIES

The Licensee shall be responsible for the payment of the power consumption for its Equipment if said power consumption exceeds 100 kilowatts per year. In such event and if required by the Licensor acting reasonably, the Licensee shall, at its expense install a hydro check meter for its exclusive use. Regular readings of the hydro check meter shall be made by the Licensor, and the Licensee shall be billed and shall pay for its hydro consumption.

6. MAINTENANCE AND REPAIRS

Licensor shall repair the systems necessary for the proper operation of the Building provided that:

- (a) if all or part of such systems, facilities and equipment are destroyed, damaged or impaired, Licensor shall have a reasonable time in which to complete the necessary repair or replacement, and during that time shall be required only to maintain such services as are reasonably possible in the circumstances;
- (b) Licensor may temporarily discontinue such services or any of them at such times as may be necessary due to causes (except lack of funds) beyond the reasonable control of Licensor;
- (c) Licensor shall use reasonable diligence in carrying out its obligations under this Section, but shall not be liable under any circumstances for any consequential damage to any person or property for any failure to do so; and
- (d) no reduction or discontinuance of such services under this paragraph shall be construed as an eviction of Licensee or (except as specifically provided in this License) release Licensee from any obligations of Licensee under this License.

Save in the case of emergency, and then only if the Licensee's Equipment is affected, Licensor shall provide written notice to Licensee in a reasonable time frame prior to performing any repairs, reduction or discontinuance of services. Should the Licensor be required to act in the case of an emergency, written notice shall be issued to the Licensee as soon as reasonable practicable.

7. INTERFERENCE

Should the fiber optic cable installation under the herein License cause an interference with the base Building operation of the Licensor or its Tenants then the Licensor will immediately inform the Licensee of such and the Licensee will promptly act to rectify the situation.

The Licensor agrees to use reasonable efforts to notify the Licensee if at any time it becomes aware of any occurrence or event which results in or could be expected to result in, interference with the operation of the Licensee's Trade Fixtures.

8. GOVERNMENT RELATIONS

The Licensee shall comply, at its own expense, with all governmental laws, regulations and requirements pertaining to the installation contemplated in the herein License, *that are applicable to Licensee*, the condition of the Equipment installed by or on behalf of the Licensee therein and the making by the Licensee of any repairs, changes or improvements therein;

- (i) to conduct and maintain its business and operations so as to comply in all respects with common law and with all present and future applicable federal, provincial, municipal, government or quasi-government laws, by-laws, rules, regulations, licenses, orders, guidelines, directives, permits, decisions or requirements concerning occupational or public health and safety or the environment and any order, injunction, declaration, notice or demand issued hereunder *that are applicable to Licensee*, (Environmental Laws);
- (ii) not to permit or suffer any substance which is hazardous or is prohibited, restricted, regulated or controlled under any Environmental Law to be present unless it has received the prior written consent of the Licensor.

The Licensee shall comply with and conform to all laws, by-laws, building codes, fire codes, legislative and regulatory requirements of any and all governmental authorities relating to the matters contemplated by the License *that are applicable to Licensee*, including, but not limited to, the applicable rulings and decisions of the C.R.T.C. and regulations of Industry Canada.

9. INSURANCE

During the Term of this License the Licensee shall, at its own expense, provide and maintain the following insurance:

Comprehensive General Liability Insurance *insuring all of the Licensee's legal liabilities for bodily injury including death, personal injury and property damage including loss of use*, and shall include the Licensor as an additional insured. The Limit of Liability shall not be less than Five Million Dollars (\$5,000,000.00) inclusive in any one occurrence *and an annual aggregate limit of Five Million Dollars (\$5,000,000.00) for products and completed operations*. *The required insured limit may be composed of any combination of primary and excess liability (or "umbrella") insurance policies.*

The policy shall contain at least the following coverage:

- (a) Bodily Injury and Property Damage including loss of use of property;
- (b) Personal Injury Liability;
- (c) Contingent Employers Liability;
- (d) Owners Protective Liability;
- (e) Products Liability;
- (f) Contractual Liability *for legal liability arising under this License*;
- (g) Tenant's Legal Liability Insurance, Broad Form;
- (h) Non-Owned Automobile Insurance.

Property insurance covering Licensee's Furniture, Fixtures, Equipment, Stock, Machinery, Licensee's Improvements, and all Licensee's property of every description including the property of others for which the Licensee is responsible or legally liable shall be insured on an "All Risk" form of policy acceptable to the Licensor, *acting reasonably*. The amount of insurance shall represent at least 80% of the Replacement Cost of the Property. Loss *settlement*, if any, under this Property policy shall be payable to the Licensee and Licensor, as their respective interests may appear at the time of loss. *The Licensor shall be loss payee.*

The required insurance shall be primary with respect to any other similar or complementary insurance maintained by the Licensor, to the extent of the Licensor's rights as additional insured.

The Licensee shall place with the Licensor, prior to installing any cabling or Equipment, a certificate of insurance evidencing such insurance protection outlined above.

liability and severability of interest clauses.

All the insurance *certificates evidencing the policies outlined above* shall contain the following clause:

"It is understood and agreed by the Insurer, that the coverage provided by this policy will not be ~~materially changed or amended~~, cancelled or allowed to lapse until 30 days after written notice by registered mail or personal delivery of such ~~material change~~, cancellation or lapse, shall have been given to the Licensor". *The Licensee agrees to provide 30 days prior written notice by registered mail or personal delivery to the Licensor if the required coverage limits are reduced.*

10. DEFAULT

In the event that the Licensee fails to perform its obligations as set out in this License, the Licensor shall provide written notice to the Licensee of its default. The Licensee shall have ten (10) business days from receipt of said notice to remedy the situation and failing such remedy by the Licensee and failing any further negotiations, the Licensor, at its sole *reasonable* option and without prejudice to any other remedy available to the Licensor herein, may terminate this License by giving written notice of termination, unless such default is incapable of remedy within such ten (10) business day period provided that the Licensee has diligently commenced to cure such default. Upon said termination the Licensee shall, within ten (10) business days, remove all its Trade Fixtures and at the request of the Licensor restore any part of the Building that had been affected by the Licensee's Trade Fixtures to its original condition allowing for normal wear and tear.

11. INDEMNITY OF LICENSOR

The provisions of this Section shall govern notwithstanding anything else in this Agreement to the contrary. For the purposes of this section Licensor shall be deemed to include its employees and authorized agents, officers, directors, contractors, licensees, tenants, invitees and those for whom it is in law responsible.

- (a) Except in the case of negligence of the Licensor and those over whom it is responsible in law, the Licensor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Licensed Area or Building or any part thereof, or loss or damage to property of the Licensee or of others located on the Licensed Area or elsewhere in the Building from any cause, nor be responsible for any loss of or damage to any property of the Licensee or others from any cause, whether or not such property is entrusted to the care or control of the Licensor or any of the Licensor's employees.
- (b) Except in the case of negligence of the Licensor and those over whom it is responsible in law, the Licensee shall indemnify the Licensor and save it harmless from and against any and all loss (including loss of fees payable in respect of the Licensed Area and rent and fees payable by other occupants of the Building), claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury to the extent occasioned by any act or omission of the Licensee, occupancy or use of the Licensed Area and the Building by the Licensee or by anyone permitted to be on the Licensed Area or in the Building by the Licensee or for whom the Licensee is responsible in law. If the Licensor shall be made a party to any litigation commenced by or against the Licensee for which it is required to indemnify the Licensor under this Section, then the Licensee shall protect, indemnify and hold the Licensor harmless and shall pay all expenses and reasonable legal fees incurred or paid by the Licensor in connection with such litigation. The Licensee shall also pay all expenses and legal fees (on a solicitor and its client basis) that may be incurred or paid by the Licensor in enforcing the terms of this Agreement.
- (c) The aforementioned obligations and indemnification shall survive the earlier of or expiration of this License.

In no event shall either party be liable to the other for any indirect, incidental, special or consequential damages whatsoever arising out of or in connection with this agreement (including lost profits, anticipated or lost revenue, loss of data, loss of use of any information system, failure to realize expected savings or any other commercial or economic loss, or any third party claim), whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if the Licensee has been advised of the possibility of those damages.

12. SUBSTANTIAL DAMAGE TO LICENSE AREA

If all or part of the License Area is rendered unusable by damage from fire or other casualty which,

in the reasonable opinion of an architect acceptable to the Licensor, cannot be substantially repaired under applicable laws or governmental regulations within *one hundred and fifty (150)* days) from the date of such casualty (employing normal construction methods without overtime and other premiums), then, pending further negotiations, either the Licensor or the Licensee may elect to terminate this License as of the date of such casualty by written notice delivered to the other not more than ten (10) days after the date of such architect's opinion. Failing which the Licensor shall forthwith, at its own expense, repair such damage other than the damage to the Licensee's leasehold improvements, fixtures, Trade Fixtures and Equipment. In the event of such termination any prepaid rent and G.S.T. shall be adjusted on a per diem basis to the date of termination and be repaid in full to the Licensee. If the Licensor is required to repair damage as described therein, then the rent payable by the Licensee hereunder shall be abated for the period that the Licensee is unable to occupy and use the License Area for the operation of its business up until five business days after the Licensor has completed its repairs.

13. REPAIR WHERE LICENSEE AT FAULT

Save for the willful or negligent act of the Licensor, or for those whom at law it is responsible for, if the Building including the License Area, the elevators, the boilers, engines, pipes and other apparatus or any of them used for the purpose of heating or air conditioning the Building or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the Building or the roof or outside vessels or other part of the Building become out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Licensee, its servants, agents, employees, or through it or them in any way stopping up or injuring the heating apparatus, elevators, water pipes, drainage pipes or other equipment or part of the Building, the expense of the necessary repairs, replacements, or alterations, once completed, shall be borne by the Licensee who shall pay the same to the Licensor within 30 days of receipt of the Licensor's invoice.

14. RULES AND REGULATIONS

The Rules and Regulations attached as Schedule "D" hereto and forming part of this License Agreement, have been adopted by the Licensor for the safety, benefit and convenience of all tenants, licensees and other persons in the Building. The Licensee shall at all times comply with and shall cause its employees, agents, licensees and invitees to comply with the Rules and Regulations as are from time to time in effect. The Licensor shall be able to enforce any breach of the Rules and Regulations as a breach of this License.

The Licensor may from time to time amend, delete from or add to the Rules and Regulations provided that any such modification:

- (a) shall not be repugnant to any other provision of this License;
- (b) shall be reasonable and have general application to all tenants, licensees and other users operating similar Equipment to that of the Licensee in the Building;
- (c) shall be effective only upon delivery of a copy thereof to the Licensee at its place of business.

The Licensor shall use its reasonable efforts to secure compliance by all tenants and licensees and other users operating similar Equipment to that of the Licensee, with the Rules and Regulations from time to time in effect, but shall not be responsible to the Licensee for failure of any person to comply with such Rules and Regulations.

15. NOTICE

Any notice required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently give by personal delivery or, if other than the delivery of an original document, by facsimile transmission

to the Licensee at the following address:

Nexacor Realty Management Inc.
87 Ontario Street West - 2nd Floor
Montreal, QC H2X 1Y8

Attention: Director, Realty Transactions; and
Director, Lease Administration

Fax:

with a copy to:

Bell Canada - Real Estate Services
1, Carrefour Alexander - Graham - Bell
Edifice A, 6e étage
Verdun, QC H3E 3B3

Attention: ~~Directeur~~ **Général**, Gestion stratégique des actifs
Fax:

to the Licensor at the following address:

Metcalf Realty Company Limited
130 Albert Street, Suite 210
Ottawa, Ontario
K1P 5G4

Attention: **Vice-Président**

Tel:
Facsimile:

16. SALE, CONVEYANCE AND ASSIGNMENT

Nothing in this License shall restrict the right of the Licensor to sell, convey, assign, pledge or otherwise deal with the Building, subject only to the rights of the Licensee under this License. The Licensee may not, without consent of the Licensor *which consent may not be unreasonably withheld*, assign its rights and obligations under the License, *except to any affiliate or successor thereof or purchaser of all or substantially all of Licensee's assets*. Furthermore, *a change of control of the Licensee shall not be considered an assignment of this License*.

17. SUBORDINATION

This License is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trust now or hereafter placed on the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof.

18. ATTORNMEN

Subject to Article 18, if the interest of Licensor is transferred to any person (herein called "Purchaser") by reason of foreclosure or other proceedings of enforcement of any such mortgage or deed of trust, or by delivery of a deed in lieu of such foreclosure or other proceedings, the Licensee shall immediately and automatically attorn to the Purchaser.

19. REGISTRATION

The Licensee may not register this License or a notice of license on title to the Building.

20. DEMOLITION AND REDEVELOPMENT

If the Licensor desires at any time to demolish or redevelop the Building and has provided demolition notices to the other tenants and licensees occupying the Building, then the Licensor shall have the right to terminate this License by giving *one hundred and twenty (120) days* written notice to the Licensee. The Licensee shall agree to vacate and surrender up the License Area at the expiration of ninety (90) days from the date of the termination notice and any prepaid rent shall be pro-rated and repaid to the Licensee. The Licensor shall provide the Licensee with a right of first refusal to relocate in the Licensor's redeveloped Building, subject to a License Fee, terms and conditions to be negotiated at that time, each party acting reasonably.

21. INSTALLATION OF COMMON INFRASTRUCTURE

It is understood and agreed by the Licensee that the Licensor may at some future date undertake to install a Common Infrastructure to satisfy the collective cabling requirements of all service providers and occupants of the Building. Upon such installation, and subject to the provisions hereof, the Licensee shall utilize the Common Infrastructure for delivering its services within the Building (subject to the provisions hereof) and the Licensee shall be subject to connection and usage fees, which shall be posted and applied uniformly to all licensees acting as service providers in the Building, using such Common Infrastructure. It is understood that, *any such future project will be* subject to compliance with *current and any relevant future decisions or ruling* imposed by

the CRTC, Industry Canada and/ or other body having jurisdiction after the activation of the said Common Infrastructure, the Licensee shall no longer be permitted to install its own cabling within the Building. The Licensor shall have the obligation at its own expense, to maintain, repair, replace and upgrade the said Common Infrastructure in order to maintain the quality of service standards respecting this Common Infrastructure. The Licensor shall endeavor to act expeditiously to repair and/or correct any problems that the Licensee may report with respect to the Licensee's use of this Common Infrastructure. The Licensee may only be permitted to continue its use of cabling which it may have installed pursuant to the provisions of the License for the duration of the Term, after which such cabling shall become part of the facilities and be subject to common usage fees, the Licensor acting reasonably.

Should the Common Infrastructure be incompatible with existing equipment the Licensee is utilizing within its Equipment Space to serve the occupants of the Building, the Licensor shall at its sole discretion and without compensation to the Licensee, permit the Licensee to install additional cabling within the Building in areas determined by the Licensor.

22. SUCCESSORS AND ASSIGNS

This License and everything herein contained shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns and other legal representatives as the case may be, of each and every of the parties hereto, and every reference herein to any party hereto shall include the heirs, executors, administrators, successors and assigns and other legal representatives of such party, and where there is more than one Licensee or corporation, the provisions hereto shall be read with all grammatical changes rendered necessary.

23. ATTACHMENTS

The Schedules referred to in the License and attached herewith are deemed to be incorporated herein and may include the following:

- | | | | |
|---|--------------|---|--|
| - | Schedule "A" | - | Legal Description |
| - | Schedule "B" | - | Installation Schematics |
| - | Schedule "C" | - | Licensor's Rules and Regulations Governing Licensee's Work |
| - | Schedule "D" | - | Licensor's Rules and Regulations |

24. CONFIDENTIALITY

The Licensor and the Licensee agree that the information contained in this License is confidential and that neither party shall disclose same to any third party, except on a need to know basis and as may be required in its business interests, building operation, legal interests, and any third party to whom disclosure is made pursuant to this paragraph shall be informed of the confidential nature of this information. Notwithstanding anything contained herein, this provision shall not apply in the event the Licensee is required by law to comply with the CRTC disclosure guidelines of the CRTC decision 2003-45 or any other regulatory or legal requirement.

25. ACCEPTANCE

This License constitutes the entire agreement between the Licensor and the Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matters thereof. Except as otherwise specifically set forth in this License neither party makes any representation or warranty, express or implied, statutory or otherwise to the other. The License may not be amended or modified except by a written instrument executed by both parties.

26. COUNTERPARTS

This Site Access License Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. The parties agree that executed counterparts may be transmitted by facsimile machine and that such counterparts shall be treated as originally executed instruments. Each party undertakes to provide the other with a copy of the original Agreement bearing actual signatures and initials within a reasonable time after all conditions have been waived.

IN WITNESS WHEREOF the Licensors and the Licensee have executed this License as of the date first above written.

DATED at the City of Ottawa this 14TH day of JANUARY, 2014.

LICENSOR: METCALFE REALTY COMPANY
LIMITED

LICENSEE: BELL CANADA

Per: _____
Name: _____
Title: Vice-President
I have the authority to bind the Corporation

Per: _____
Name: _____
Title: DIRECTOR, STRATEGIC ASSET PLANNING
I have the authority to bind the Corporation

Per: _____
Name: _____
Title: Executive Director of Property Management
I have the authority to bind the Corporation

Per: _____
Name: _____
Title: _____
I have the authority to bind the Corporation

SCHEDULE "A"
LEGAL DESCRIPTION

7 HINTON AVENUE

Legal Description

All and singular that certain parcel or tract of land and premises situate lying and being in the City of Ottawa, in the County of Carleton and Province of Ontario, Being Composed of Lots 1314, 1316, 1318 and 1320 on the west side of Hamilton Avenue; Lots 1327, 1329, 1331 and 1333 on the east side of Hinton Avenue; Lots 1500, 1502 and 1504 on the west side of Hinton Avenue; Those parts of Lots 1322 and 1324 on the west side of Hamilton Avenue, more particularly described as follows:

Commencing at the southeasterly angle of said Lot 1324;

Thence northerly along the easterly limit of the said Lots 1322 and 1324, a distance of 82.10 feet more or less to the northeasterly angle of the said Lot 1322;

Thence westerly along the northerly limit of the said Lot 1322, a distance of 71 feet;

Thence southerly and parallel to the easterly limit of said lots to a point on the southerly limit of the said Lot 1324, distant 71 feet westerly measured along the said southerly limit from the southeasterly angle of the said Lot 1324;

Thence easterly along the said southerly limit a distance of 71 feet to the point of commencement.

All of the said lots being as shown on a plan registered as No. 157 in the Land Registry Office for the Land Registry Division of Ottawa-Carleton (No. 5).

