

**TELECOMMUNICATIONS LICENSE AGREEMENT**

**BETWEEN**

**1202180 ONTARIO LIMITED**

**(the "Licensor")**

**- and -**

**"Bell"**

**(the "Licensee")**

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## INFORMATION PAGE

This page sets out information which is referred to and forms part of the 3<sup>rd</sup> PARTY TELECOMMUNICATIONS LICENSE AGREEMENT made as of the ~~14<sup>th</sup>~~ day of November, 2014 between 1202180 ONTARIO LIMITED as the Licensor and BELL as the Licensee. The information is as follows:

**Building:** The Building municipally known as **6 Antares Drive, Phase 2** in the City of Ottawa, and the Province of Ontario.

**Floor Area of Deemed Area:** approximately 97.7 Square Feet.

**Commencement Date:** the 1<sup>st</sup> day of December, 2014.

**License Fee:** the annual sum of One thousand three hundred and fifty Dollars (\$1, 350.00) payable annually in advance on the Commencement Date and each anniversary of the Commencement Date thereafter. The License Fee shall be considered fully earned on the first day of each year. The License Fee shall be adjusted annually as set out in paragraph 3(a).

**Notices:** Licensor

1202180 Ontario Limited  
c/o Inside Edge Properties Ltd.  
6 Antares Drive, Phase 1 – Suite 210  
Ottawa, On K2E 8A9

Attn: Property Manager

Licensee

Nexacor Realty Management Inc.  
87 Ontario St. W. 2<sup>nd</sup> Floor  
Montreal, QC H2X 0A7  
Attn: Director Realty Transactions  
and Director Lease Administration

**Term:** Five (5) years, starting on the Commencement Date, and ending on the 30th day of November, 2019.

**Renewal Term:** One (1) option to renew the agreement for a period of five (5) years.

## TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this <sup>14<sup>th</sup></sup> day of November, 2014

**B E T W E E N:**

**1202180 Ontario Limited**

(hereinafter the "Licensor")

- and -

**BELL**

(hereinafter the "Licensee")

### 1. DEFINITIONS

In this Agreement the capitalized terms appearing herein shall mean the following:

**"Affiliate"**: a company that is affiliated with another within the meaning of the *Canada Business Corporations Act*.

**"Agreement"**: this agreement, its Exhibits and Schedules and Information Page.

**"Applicable Laws"**: all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements having the force of law with all authorities that now or at any time hereafter may be applicable to either this Agreement or the Services contemplated herein.

**"Building"**: the building situated on the Lands; municipally described on the Information Page and Schedule A.

**"Business Day"**: a day that is not Saturday, Sunday, or a statutory holiday.

**"Cable"**: fibre optic, coaxial, copper cables and wires.

**"Commencement Date"**: the date stated as the Commencement Date on the Information Page.

**"Communications Equipment"**: cabinets, racks, electronic equipment and other equipment that (i) have been installed by the Licensee or a corporate predecessor of the Licensee, before the date of this Agreement, or (ii) are installed, or are to be installed by the Licensee, in the Deemed Area as described in Schedule "A", and (iii) such other

equipment as may be installed by the Licensee during the Term and Renewal Term, as approved by the Licensor in accordance with Section 7.

**"Communications Spaces"**: telecommunications pathways and cable pathways designated by the Licensor, acting reasonably, for use by the Licensee to provide Services to tenants and 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 that (i) have been installed by the Licensee or a corporate predecessor of the Licensee before the date of this Agreement, or are installed, or to be installed by the Licensee, through the Entrance Link, and the Communications Spaces, and (ii) 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" or "CPI"**: (All Items for Regional Cities, base year 1992=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 photographed area which is located in the yellow shaded area (the "Equipment Room" marked 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, acting reasonably, through the Building's foundation walls or elsewhere containing the Entrance Cable.

**"Equipment Room"**: the yellow shaded area marked on Schedule A, containing the Main Distribution Frame for the Building.

**"Event of Default"**: defined in Section 16.

**"Existing Equipment"**: that part of the Licensee's Equipment installed before the date of this Agreement.

**"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 regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenals, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

**"In-Building Wire"**: as defined by the CRTC constitutes copper wires, Cable and other facilities which originate in the Equipment Room and run to the telephone closet on each floor and thereafter to but not within the premises of the tenants or occupants in the Building.

**"Information Page"**: the sheet attached to this Agreement entitled Information Page.

**"Inside Wire"**: wires and other facilities which are usually in, or in proximity of, premises of the tenants or occupants of the Building, and which are under those persons' or entities' responsibility and control.

**"Lands"**: the lands occupied by the Building.

**"LEC"**: a local exchange carrier regulated by the CRTC.

**"Licensee's Equipment"**: the Communications Equipment and the Connecting Equipment.

**"License Fee"**: the annual sums stated as the License Fee on the Information Page.

**"Main Distribution Frame"**: the main distribution frame or other physical location for the Cross Connection of a TSP's Entrance Cable to the In-Building Wire located in the Building, which is a Multi-Dwelling Unit Building- as defined by the CRTC in Decision 2003-45 constituting a building with at least two units and at least one unit occupied by a tenant.

**"Owner(s)":** the owner or owners from time to time of the freehold or leasehold title of the Lands, the Building or either of them.

**"Plans and Specifications":** the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Section 7(a).

**"Recoverable Costs":** the costs and expenses particularized on Schedule "B" for building services requested of the Licensor by the Licensee or resulting from the Licensee's construction and installation activities relating to the provision of the Services in the Building.

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

**"Released Licensor Persons":** the Licensor and Owner(s) and property manager of the Building 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 and subject to Subsection 4(b).

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

**"Technical Authority":** a person or entity retained by the Licensor to provide technical advice, 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.

**"Term":** the period of time stated as the Term on the Information Page and subject to Section 4.

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

## **2. GRANT**

- (a) the Licensor 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 in the Equipment Room, Deemed Area and Communications Spaces;
  - (ii) to use the Entrance Link, Main Distribution Frame, and Communications Spaces for the purposes set out in this Agreement;

- (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and
  - (iv) to 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 in order to exercise its non-exclusive license, during normal business hours of 8:00am – 5:00pm from Monday to Friday, excluding statutory holidays in the province of Ontario, except in the case of an emergency, subject to:
  - (i) the Licensor's reasonable security requirements;
  - (ii) the notice requirement as provided in Section 9(b); and
  - (iii) an event of Force Majeure as provided in Section 29.
- (c) The Licensee shall use the Equipment Room, the Communications Spaces and Deemed Area for the sole purpose of providing Services to tenants and occupants in the Building. The Licensee is expressly forbidden to serve other properties from the Building.
- (d) The Licensor may at any time, require the Licensee, to relocate within the Building any or all of the Licensee's Equipment, and the Deemed Area. Upon receipt of not less than one hundred and twenty (120) days advance written notice from the Licensor, (a "**Relocation Notice**") the Licensee shall relocate the Licensee's Equipment and the Deemed Area. If the Relocation Notice requires the relocation to occur within the first two (2) years after the Commencement Date, the Licensor will be solely responsible for the direct, reasonable, out of pocket expenses of the relocation (the "**Relocation Costs**"), and if the Relocation Notice does not require the relocation to occur until after that two (2) year period, the Relocation Costs will be shared equally by the Licensor and the Licensee unless the relocation is primarily to accommodate another supplier of Services. In that case, the Licensee will not be required to pay any part of the relocation costs. The Licensor shall permit the Licensee to effect any relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location. If a Relocation Notice is delivered, the Licensee, will, within fifteen (15) days after its receipt deliver written notice to the Licensor setting out particulars of its estimate of the Relocation Costs and, the estimate should make provision for any unexpected costs, since the Licensor will be entitled to rely upon that estimate in proceeding with the relocation. The Licensor, acting reasonably, may at any time within fifteen (15) days after receipt of the Licensee's estimate of the Relocation Costs rescind its Relocation Notice by giving written notice to the Licensee to that effect.



- (e) The Licensor makes no warranty or representation that the Equipment Room, Deemed Area, the Communications Spaces or any part of the Building is or are suitable for the Licensee's use.
- (f) The Licensor may grant, renew or extend similar licenses to other suppliers of telecommunications services. The License granted by this Agreement is revocable only in accordance with the express terms of this Agreement.
- (g) The Licensee agrees to assist the Licensor in improving the space and operating efficiencies within the Building by undertaking the following, at the Licensee's cost, at the request of the Licensor and within timeframes approved by the Licensor, acting reasonably:
  - (i) identifying Existing Equipment;
  - (ii) upon reasonable request from the Licensor, to achieve improved space and operating efficiencies in connection with specific cases by 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);
  - (iv) removing all abandoned cable as required by applicable fire codes, and all flammable cable that is dangerous by virtue of its location within the Building; and
  - (v) 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, all Applicable Laws, 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. License Fees shall be adjusted by CPI on the anniversary of the Commencement Date.

- (b) The Licensee shall also pay to the Licensor any Recoverable Costs incurred by it, and all other amounts payable to the Licensor under the terms of this Agreement, within sixty (60) days after receipt of each itemized invoice, without deduction or set off.
- (c) All amounts payable by the Licensee which are not paid when due shall bear interest from the date on which such amounts are due until paid in full, before and after default and judgment, at an annual percentage rate of interest equal to the sum of the prime rate from time to time plus 3%. For purposes hereof, the expression "prime rate" means the annual percentage rate of interest determined from time to time by the Canadian Imperial Bank of Commerce (which is commonly referred to as its "prime rate") as its reference rate of interest for commercial loans denominated in Canadian dollars made by such bank in Canada.
- (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, subject to Section 4(b), 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 sixty (60) days written notice prior to the end of the Term or a Renewal Term of the Licensee's intention not to renew. The Renewal Term, if applicable, will be governed by the same terms and conditions set out herein except for: (i) any further right to renew beyond the second Renewal Term, and (ii) the License Fee, which will increase at the start of the Renewal Term and at the start of each year of the Renewal Term by a percentage equal to the percentage of the increase in the Consumer Price Index, All-items for Ottawa (CPI) for the previous one-year period.
- (c) If the Licensee remains in occupation of the Deemed Area and the Equipment Room following the expiration of the Term, such continued occupation by the Licensee shall not have the effect of renewing or extending this Agreement, and the Licensee shall be deemed to be occupying the Deemed Area and the Equipment Room as a Licensee on a month-to-month basis upon the same terms and conditions set out in this Agreement.

**5. USE**

The Licensee shall use the Building, Communications Spaces, Deemed Area and the Equipment Room in the Building solely for the purpose of providing Services to the

tenants or occupants situated in the Building. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Agreement does not provide for the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment.

## **6. ELECTRIC UTILITIES**

The Licensor may estimate, acting reasonably, the amount of electricity consumed by the Licensee which amount plus an administration fee of fifteen percent (15%) of the amount shall be paid by the Licensee to the Licensor when it is billed. Alternatively, the Licensee may install a meter at its cost and in that case it will pay for its electricity consumption directly to the utility supplier. The Licensor, acting reasonably, shall notify the Licensee as far in advance as possible of any planned utility outages that may interfere with the Licensee's Equipment use but shall not be responsible for any losses (direct, indirect, or consequential), costs or expenses suffered as a result of any such outages providing reasonable notice of such planned utility outages was provided, except to the extent any such loss, cost or expense is caused or contributed to by the negligence, gross negligence, or wilful misconduct of the Licensor or those for whom it may be responsible in providing such notice. The Licensor has no obligation to provide emergency or "backup" power to the Licensee. Any provision of emergency or "backup" power shall be the sole responsibility of the Licensee.

## **7. CONSTRUCTION**

- (a) Subject to what is stated below, prior to performance of any work, or the making of any installation, and prior to changes, alterations or upgrades to any existing work or installation in the Building, the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for the work or installation detailing the type, size and location of the Licensee's Equipment that is proposed to be installed, altered or removed, the Communications Spaces to be used by the Licensee and the Deemed Area, all specifically describing the proposed construction and work. All working drawings, plans and specifications must be prepared in accordance with applicable engineering standards, and will be considered as part of the Plans and Specifications when they have been approved in writing by the Licensor, such approval not to be unreasonably withheld or delayed, except that, if such changes, up-grades or improvements will involve significant alterations to the existing Communications Equipment or Connecting Equipment or to the Communications Spaces, Equipment Room or Deemed Area, such changes, up-grades or improvements may require amendments to this Agreement. No work shall commence until the Licensor, acting reasonably, has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. The Licensor's approval of Plans and Specifications is not deemed a representation that the Licensee's Equipment will not cause interference with other systems in the Building or that the Plans and Specifications comply with Applicable

Laws, rules or regulations. That responsibility shall remain with the Licensee.

- (b) The Licensee warrants that, except for the Existing Equipment, 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 and construction shall be performed:
  - (i) in a neat, responsible, and good and workmanlike manner;
  - (ii) in strict compliance 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, industry standards and best practices;
  - (iv) using only contractors approved in writing by the Licensor, such approval not to be unreasonably withheld or delayed.
- (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, such approval not to be unreasonably withheld or delayed.
- (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.
- (g) With written consent from the Licensor (such consent not to be unreasonably withheld or delayed), the Licensee may amend or supplement, from time to time, the Plans and Specifications previously approved by the Licensor, for the purpose of serving tenants and occupants of the Building. All terms and conditions of this Section 7 shall apply.

- (h) Prior to the installation of any additional Licensee's Equipment under this Agreement, the Licensee will also provide to the Licensor information the Licensor reasonably requires concerning types of wiring casings, materials used in the Licensee's Equipment, sizes, capacities and other information which may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the reasonable requirements of the Licensor's insurers. From time to time at reasonable intervals, the Licensor may require the Licensee to update the information referred to above in connection with the Licensee's Equipment and the Licensee will complete the update by confirmation in writing no later than twenty (20) Business Days after written request.

## 8. COVENANTS

- (a) The Licensee covenants as follows:
  - (i) The Licensee shall, at its sole cost and expense, maintain and repair the Deemed Area, Equipment Room, and the Licensee's Equipment in proper operating condition and maintain them in satisfactory condition as to safety and in accordance with all Applicable Laws, excepting normal wear and tear, to the Deemed Area, Equipment Room and the Licensee's Equipment and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any tenant or other occupant of the Building where such damage is caused by the negligence or wilful misconduct of the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. The Licensee shall indemnify and save harmless the Licensor with respect to all such damages and claims, excepting normal wear and tear. If the Licensee fails to repair or refinish the damage, excepting normal wear and tear, the Licensor, acting reasonably, may repair or refinish such damage and the Licensee shall reimburse the Licensor all actual and reasonable costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs. This Section shall survive the expiration or earlier termination of this Agreement.
  - (ii) The Licensee shall, at its sole cost and expense, repair any damage, excepting normal wear and tear, to the Building, Communications Spaces and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any tenant or other occupant of the Building where such damage is caused by the negligence or wilful misconduct of the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. The Licensee shall indemnify and save harmless the Licensor with respect to all such damages and claims, excepting normal wear and tear. If the Licensee fails to repair or refinish the damage, excepting

normal wear and tear, the Licensor, acting reasonably, may repair or refinish such damage and the Licensee shall reimburse the Licensor all actual and reasonable costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs. This Section shall survive the expiration or earlier termination of this Agreement.

- (iii) The Licensee shall not interfere with the use and enjoyment of the Building by the Licensor or by lessees, or licensees of the Licensor or tenants or occupants of the Building or other buildings. If such interference occurs, the Licensor may give the Licensee written notice thereof and the Licensee shall correct same as soon as possible but not more than forty-eight (48) hours after receipt of notice, unless such interference cannot reasonably be corrected within forty-eight (48) hours following receipt of written notice, in which event the period for correcting such interference shall be extended for the minimum period of time reasonably required to correct such interference, provided that the Licensee commences such correction with reasonable diligence. If the Licensee fails to correct the interference with reasonable diligence as set out above, the Licensor, acting reasonably, may take corrective action the Licensor deems appropriate to correct the conditions, all at the actual and reasonable cost of the Licensee, plus an administration fee equal to fifteen percent (15%) of those costs.
- (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 interference as soon as possible but not more than forty-eight (48) hours after receiving written notice of such interference, unless such interference cannot be reasonably be corrected within forty-eight (48) hours following receipt of written notice, in which event the period for correcting such interference shall be extended for the minimum period of time reasonably required to correct such interference, provided that the Licensee commences such correction with reasonable diligence.
- (v) The Licensee will comply with all Applicable Laws 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.

- (vi) The Licensee will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the In-Building Wire. Despite the foregoing, the Licensor acknowledges and agrees that the Licensee is permitted to allow other LECs 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 LECs, at no cost.
  - (vii) 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.
  - (viii) The Licensee will 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 where disruption of the operation or use of the Licensee's Equipment or any part of it would have the effect of disrupting service to persons outside of the Building.
  - (ix) The Licensee will strictly comply with all occupational health and safety legislation, workers' compensation legislation, and other governmental requirements and all Applicable Laws relating to performance of work and adherence to safety standards, as applicable.
  - (x) If the Licensor elects to retain a Technical Authority, the Licensee will, to the extent directed by the Licensor (i) recognize the Technical Authority as the duly authorized representative of the Licensor, and (ii) abide by all reasonable policies, directions and decisions of the Technical Authority pertaining to matters such as the use of Communications Spaces and other areas within the Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns. Despite the foregoing or anything else contained in this Agreement to the contrary and unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any Riser Manager or any other third party for any In-Building Wire.
- (b) The Licensor covenants:
- (i) Subject to the Licensee reimbursing the Licensor for the Licensor's reasonable costs in doing so, and subject to payment to the Licensor of an administration fee of fifteen percent (15%) of those costs, to

cooperate with the Licensee to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Licensee's construction, installation and operations provided for in this Agreement, in or in respect of the Building.

- (ii) 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, at the Licensee's cost, if applicable, plus payment to the Licensor of an administration fee of fifteen percent (15%) of those costs, only 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 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.

## 9. ACCESS

- (a) The Licensee's authorized representatives may have access to the Equipment Room at all times during normal business hours (8:00 a.m. to 5:00 p.m. from Monday to Friday, excluding statutory holidays), 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 responsible for the acts or omissions of its employees and other authorized persons invited on its behalf to enter the Communications 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 Communications Spaces. At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. The Licensee, its employees, contractors, and/or agents will follow the Licensor's rules and regulations for access to the Building or any part of the Building which may



change from time to time, such revised rules and regulations to be provided to the Licensee with reasonable diligence. 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 Communications Spaces, or any other part of the Building which the Licensor designates as requiring accompaniment or supervision outside of normal business hours, 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 a reasonable hourly wage plus an administration fee of fifteen percent (15%). This escort fee shall not apply if it is recovered from the tenants through the operating costs of the Building charged to them under their leases. In the event of any emergency, the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Communications Spaces and, within five (5) Business Days following the entry, shall provide to the Licensor a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.

- (c) Nothing in this Agreement shall prohibit or otherwise restrict the Licensor and its representatives from having access to and entering upon and into the Equipment Room or any Deemed Area for the purpose of inspections, conducting maintenance, repairs and alterations which the Licensor wishes to make in connection with the Building, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room, Deemed Area, or the Building or for such other purposes as the Licensor considers necessary. The Licensor will, however, except in case of an emergency, give the Licensee at least forty-eight (48) hours' advance notice before entry into the Deemed Area and will be accompanied by a representative of the Licensee if the Licensee makes a representative available for that purpose within forty-eight (48) hours of the Licensee's receipt of the Licensor's notice.

## 10. INSURANCE

- (a) The Licensee shall maintain in force, at its expense, during the Term of this Agreement and any Renewal Term, a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Licensor, acting reasonably, insuring the Licensee and, as additional insureds, the Licensor, the Owner(s), any property manager or any lender that holds security on the Building that the Licensor may reasonably designate by written notice, only in respect of liability arising from or related to the operations of the Licensee on the lands and premises known municipally as 6 Antares Drive,

Ottawa, with a combined single limit of Ten Million Dollars (\$10,000,000.00) per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Building and tangible property of the Licensor in the Building or bodily injury or death of the Licensor's employees, or bodily injury or death or physical damage to tangible property suffered by any of the tenants or occupants of the Buildings and their principals, employees and invitees in the Building. The Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies, will contain owners' and contractors' protective coverage, standard non-owned automobile coverage, contingent employer's liability insurance, a cross liability and severability of interests clause, and be written on an occurrence basis.

- (b) The Licensee will also maintain (i) an automobile liability policy, (ii) Tenants Legal Liability coverage in an amount sufficient to cover the Licensee's legal liability to repair or replace damage to the premises caused by the Licensee's negligence, and (iii) all risk property damage insurance on the Licensee's Equipment with a sufficient insured limit to cover its replacement cost and with a waiver of subrogation in favour of the Licensor from the property insurers or, alternatively, the Licensee may self insure for the full replacement cost of the Licensee's Equipment.
- (c) The Licensee's Commercial General Liability insurance shall be primary insurance insofar as the Licensor and the Licensee are concerned but only with respect to the extent of the negligence of Licensee and those over whom it is responsible in law. In the event the Licensee is negligent the Licensor's insurance will be non-contributory and excess. In addition, the Licensee shall forward certificates of insurance to the Licensor every year on the insurance policy renewal. If the Licensee fails to provide proof of insurance to the Licensor on the policy renewal date, this does not waive or negate the insurance requirements of this Agreement.
- (d) The Licensee shall provide proof of such insurance to the Licensor prior to commencement of any construction. The Licensee shall ensure that the insurance policy requires the insurer to provide 30 days' notice to the Licensor if the policy is to be cancelled for any reason or of any material change in the insurance coverage's or insurance limits that have been agreed to in this License Agreement. 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) to the Licensor, acting reasonably. The Licensor shall be an additional insured on all such policies.

- (e) The Licensor will maintain all risk property insurance on the Building.

#### 11. RELEASE BY LICENSEE

The Licensee releases the Licensor from any and all liability with respect to:

- (a) any damage to the Licensee's Equipment, Equipment Room, and Deemed Area or loss of use of such property, except to the extent any such loss or damage is caused or contributed to by the negligence, gross negligence, or wilful misconduct of the Licensor or those for whom it may be responsible;
- (b) the quality, adequacy, compatibility or sufficiency of any Building Communications Spaces, Equipment Room or Deemed Area provided to the Licensee hereunder, it being acknowledged by the Licensee that all Building Communications Spaces, Equipment Room and Deemed Area 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, except to the extent any such loss or damage is caused or contributed to by the negligence, gross negligence, or wilful misconduct of the Licensor or those for whom it may be responsible in the management or supervision of such third party;
- (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, except to the extent any such loss or damage is caused or contributed to by the negligence, gross negligence, or wilful misconduct of the Licensor or those for whom it may be responsible;
- (e) the inadequacy of any utility service, or the loss of or the failure to provide any utility service, provided that the Licensor has employed reasonable diligence to provide reasonable prior written notice for these situations including, but not limited to, those situations detailed pursuant to Section 6. 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 an Uninterruptible Power Supply (UPS) system, surge protectors and other appropriate safety systems; and
- (f) any direct damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of use of property referred to in and subject to paragraph (a), or damage to property in respect of which the Licensee maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether

the property insurance is provided by a third party insurer or the Licensee self insures, it being acknowledged that the Licensor, in requiring the Licensee to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licensor, except to the extent any such loss or damage is caused or contributed to by the negligence, gross negligence, or wilful misconduct of the Licensor or those for whom it may be responsible.

For greater clarity, this release extends to any acts or omissions of the Licensor except to the extent any such damage, loss, cost or expense is caused or contributed to by the negligence, gross negligence, or wilful misconduct of the Licensor, whether by acts or omissions.

## **12. LIENS**

The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services which is claimed by, through or under the Licensee. The Licensee shall also indemnify, hold harmless and defend the Licensor and Owner(s) against any such liens, including the reasonable fees of the Licensor's solicitors. The provisions of this Section shall survive termination of this Agreement. All such liens shall be removed within ten (10) Business Days of written notice to the Licensee to do so. The Licensor may, at the cost of the Licensee, pay money into court to obtain removal of a lien if the Licensee fails to do so, as required, and the Licensee will pay the reasonable cost to the Licensor including the reasonable amount paid into Court plus an administration fee equal to fifteen percent (15%) of the amount and interest from the date of the Licensor's payment to the date paid by the Licensee at an annual percentage rate of interest equal to the sum of the prime rate from time to time plus 3%. For purposes hereof, the expression "prime rate" means the annual percentage rate of interest determined from time to time by the Canadian Imperial Bank of Commerce (which is commonly referred to as its "prime rate") as its reference rate of interest for commercial loans denominated in Canadian dollars made by such bank in Canada.

## **13. CONSEQUENTIAL DAMAGES - EXPANDED MEANINGS - AGENCY AND TRUST**

- (a) Neither party shall 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.
- (b) Wherever a release is provided for under this Agreement in favour of the Licensor, it will be deemed to include the Released Licensor Persons. The Licensor acts as agent or trustee for the benefit of the Released Licensor

Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.

- (c) Wherever a release is provided for under this Agreement in favour of the Licensee, it will be deemed to include the Released Licensee Persons. The Licensee acts as agent or trustee for the benefit of the Released Licensee Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.

**14. 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 or delayed. 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 and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of the Licensee, 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 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.
- (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 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.

However, this permission does not imply or allow the inference that the Licensor waives, or is willing to forbear from the exercise of its remedies under this Agreement, should an Event of Default occur, nor that any lender will have any greater rights than the Licensee in respect of this Agreement, including but not limited to the restrictions set out in this Section 14.

#### **15. HAZARDOUS MATERIALS**

The Licensee shall not install, bring upon, or use any Hazardous Substance into the Building or onto the Lands except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Licensee's business in the Building, and provided that any such handling, storage and use is in compliance with all Applicable Laws. The Licensee shall indemnify and hold the Released Licensor Persons and any party the Licensor is responsible for at law, harmless from any claim, loss, cost, damage, or expense resulting from any breach regarding the installation or use of any Hazardous Substance brought into or on the Lands or Building by the Licensee, including any and all costs incurred in remedying such breach.

#### **16. EVENTS OF DEFAULT - TERMINATION REMEDIES**

- (a) Each of the following events shall be deemed to be an Event of Default by the Licensee under this Agreement:
  - (i) the Licensee defaulting in the payment of any License Fee, or any amount due to the Licensor or other party under the terms of this Agreement, or any portion thereof, and such default continues for more than twenty (20) Business Days, after receipt of written notification of such default by the Licensor to the Licensee;
  - (ii) there is interference with the telecommunications or computer equipment of the Licensor, any tenant, or any other occupant of the Building or any other telecommunications or computer devices in the proximity of the Building, and in particular, in the other buildings located on the same lands as the Building (area municipally known as 6 Antares Drive, Ottawa), by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Licensee's Equipment, which interference is not cured within forty-eight (48) hours of the Licensee's receipt of written notice by the Licensor of such interference, unless such interference cannot reasonably be corrected within forty-eight (48) hours following receipt of written notice, in which event the period for correcting such interference shall be extended for the minimum period of time reasonably required to correct such interference, provided that the Licensee commences such correction with reasonable diligence;
  - (iii) the revocation of the Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity

authorized to permit or regulate the Licensee's providing of such services;

- (iv) the Licensee's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver or liquidator of the Licensee or of any of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of the Licensee;
  - (v) the appointment of a receiver, receiver and manager, or 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 material obligations under this Agreement and such default shall continue for more than twenty (20) Business Days after receipt of written notification of such default by the Licensor to the Licensee.
- (b) Upon or after the occurrence of an Event of Default, the Licensor may elect to terminate this Agreement without limiting its other remedies.
  - (c) If the Licensor shall default in the observance or performance of any of the Licensor's material obligations under this Agreement and such default shall continue for more than twenty (20) Business Days after receipt of written notification of such default by the Licensee to the Licensor, the Licensee may terminate this Agreement without limiting its other remedies.

## 17. RESTORATION OBLIGATIONS

- (a) 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, Cable, and all other items of the Licensee's Equipment except any part of it that by agreement between the Licensee and the Licensor has been acquired by the Licensor, 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 Licensor's sole option, (i) be removed and stored by the Licensor at the Licensee's expense (and the Licensee will pay the Licensor an

administration fee equal to fifteen percent (15%) of the expense), or (ii) become the property of the Licensor 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 arise by reason of the Licensee's Equipment and other equipment or property removal, 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 operation or removal of the Licensee's Equipment, except normal wear and tear. If the Licensee fails to repair or refinish any such damage, except normal wear and tear, the Licensor may, acting reasonably, repair or refinish such damage, and the Licensee shall reimburse the Licensor for reasonable costs and expenses incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to fifteen percent (15%) of such cost.

- (b) If due to CRTC mandated obligations upon the Licensee to provide services to other TSPs, the Licensee is not required by Section 17(a) to remove the Entrance Cable or other items of the Licensee's Equipment ("**Exempted Items**"), then despite the expiration or termination of the Term of this License, with respect to the Exempted Items, all of the applicable obligations of the Licensee under this Agreement will continue in full force and effect except that the obligation to pay the License Fee will be suspended so long as the Licensee does not provide Services. That situation will continue (subject to the sentence following this one) until the Licensee's CRTC mandated obligations end and the Licensee removes the Exempted Items and restores damage as provided in Section 17(a), except normal wear and tear. For greater clarity however, so long as, and to the extent a third party assumes responsibility and control of the Exempted Items, and the third party is bound by a telecommunications access agreement with the Licensor, or a successor of the Licensor, the Licensee will be exempted from the obligation to remove the Exempted Items and from all of the applicable obligations of the Licensee under this Agreement.

## **18. LICENSOR'S ALTERATIONS**

Despite anything else in this Agreement, the Licensor, acting reasonably, may, from time to time, make changes in, additions to or relocations of any part of the Building; may grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building, may close all or any part of the Building to such extent as the Licensor, acting reasonably, considers necessary to prevent the accrual of any rights in them to any persons; and the Licensor, acting reasonably, may also make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by the Licensee) which serve any part of the Building. Subject to Subsection 2(d), no claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor (except to the extent any such inconvenience, nuisance or discomfort is caused or contributed to by the negligence, gross negligence, or wilful



misconduct of the Licensor or those for whom it is responsible), but the work will be done as expeditiously as is reasonably possible and with reasonable diligence to minimize interference affecting the Licensee.

## **19. NOTICES**

- (a) Any demand, notice or other communication to be made or given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date of delivery if hand delivered or delivered by courier, provided that delivery is made before 4:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next Business Day. If the document is delivered by mail it shall be deemed to have been received three (3) Business Days after posting, unless there is a disruption in the postal system, such as a labour strike, in which event, documents shall not be delivered by mail but shall be hand delivered or delivered by courier. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated on the Information Page. Notices given by electronic means will not be considered to have been given in writing.
- (b) The Licensee is hereby authorized and directed to make all payments of rent, fees and other sums which are payable by the Licensee to the Licensor under this agreement to the Licensor's agent and manager as follows:

**1202180 Ontario Limited  
6 Antares Drive  
Phase 1 – Suite 210  
Ottawa, ON K2E 8A9**

or in accordance with further written direction by the Licensor or its agent and manager from time to time and this shall be the Licensee's good, sufficient and irrevocable authority for so doing.

## **20. LICENSEE'S EQUIPMENT TO REMAIN PERSONAL PROPERTY**

Except as otherwise provided in this Agreement, the Licensee's Equipment, Entrance Cable and In-Building Wire shall remain personal property of the Licensee although it may be affixed or attached to the Building, and shall, during the Term of this Agreement, or any Renewal Term, and upon the expiration of this Agreement belong to and be removable by the Licensee, except where, pursuant to Subsection 17(b), a third party assumes responsibility and control of Exempted Items and is bound by a telecommunications access agreement with the Licensor, or a successor of the Licensor.

## **21. LICENSE ONLY**

This Agreement creates a non-exclusive license only and the Licensee acknowledges that the Licensee does not and shall not claim any interest or estate of any kind or extent

whatsoever in the Building, Communications Spaces, or Equipment Room by virtue of this Agreement or the Licensee's use of the Building, Communications Spaces or Equipment Room. The relationship between the Licensor and the Licensee shall not be deemed to be a "landlord-tenant" relationship and the Licensee shall not be entitled to avail itself of any rights afforded to tenants at law.

## **22. LIMITATION OF LIABILITY**

The obligations of the Licensor under this Agreement shall no longer be binding upon the Licensor if the Licensor or Owner(s) sells, assigns or otherwise transfers its interest in the Building as owner or lessor (or upon any subsequent licensor or owner after the sale, assignment or transfer by such subsequent licensor). If there is such a sale, assignment or transfer, the Licensor's obligations shall be binding upon the grantee, assignee or other transferee of the interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed those obligations. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. For greater clarity, nothing in this Section releases the Licensor from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

## **23. SPECIFIC TERMINATION RIGHTS**

In addition to the other termination rights provided 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, acting reasonably, 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; or
- (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 any other matters required by the Licensee to provide Licensee Services.

**24. ESTOPPEL CERTIFICATES**

The Licensee will provide to the Licensor from time to time, within twenty (20) 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, the Fees actually paid to any date specified by the Licensor, 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 the Building.

**25. LICENSOR'S AUTHORITY**

The Licensor represents that it has full authority to execute this Agreement on behalf of the Owner(s). The obligations of the Licensor under this Agreement are the obligations of the Owner(s) and not the Licensor itself except to the extent it is an Owner.

**26. SEVERAL OBLIGATIONS - NON-RECOURSE**

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

**27. ENTIRE AGREEMENT**

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties.

**28. LICENSEE'S REPRESENTATION**

The Licensee represents to the Licensor and acknowledges that the Licensor relies upon this representation and would not have entered into this Agreement but for that representation, that, the construction, design and operation of the Licensee's Equipment includes back-up, redundant and "fail safe" features so that the risk of damage, malfunction or disruption of the Licensee's Equipment disrupting service to customers or other third parties utilizing that network and equipment (except for telecommunication services between (i) the customers of the Licensee or the customers of telecommunication service providers that lease local loops from the Licensee to serve customers within the Building and (ii) persons communicating with those customers) is minimized.

**29. 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 other than the payment of License Fees or other amounts due and payable under the terms of this Agreement, within the time prescribed, and such failure shall be caused, or materially

contributed to, by 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 include, but is not limited to: any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotion or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause or event 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 a force majeure.

### **30. IMPLIED WAIVERS**

A waiver, implied or imputed, by the Licensor or the Licensee of any breach of the terms, covenants and conditions of this Agreement shall not be deemed to be a waiver of the term, covenant or condition or of any subsequent breach of it or any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to have been waived unless the waiver specific to the particular breach or breaches, as the case may be, is in writing and signed by the Licensor or the Licensee, as the case may be.

### **31. SEVERABILITY**

If any provision of this Agreement or any part of a provision is found to be illegal or unenforceable then it will be severed from the rest of this Agreement and the rest of this Agreement will be enforceable, accordingly.

**32. 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.

**1202180 ONTARIO LIMITED**

**B**

**Pi**

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

I/We have authority to bind the corporation.

