

## Access Agreement

October 1, 2019

Contract No.

**Plaza Master Limited Partnership – Midland**  
110 Sheppard Avenue East, Suite 640  
Toronto, Ontario  
M2N 6Y8

### Attention: Fotini Tolia

In consideration of \$2.00 received, **HIGHWAY 93 (MIDLAND) INVESTMENTS INC.** (the “**Landlord**”) grants to **Bell Canada** (“**Bell**”) access to the premises (the “**Premises**”) as shown on the attached Schedule “A” and located at **9226 County Road 93, Midland, Ontario** (the “**Shopping Centre**”) to permit Bell to install equipment required to provide television, internet, telephony and other communication services (“**Communications Services**”) on the following terms and conditions:

1. Bell will, subject to the Landlord’s reasonable rule and regulations, have access to the Premises to install, upgrade, operate, remove, replace, supplement and maintain signal distribution and processing equipment and cabling, including a backup power supply (“**Distribution System**”) necessary to provide Communications Services. In connection with such access, a portion of the Distribution System will be located in the Premises and Bell shall have access to the Premises during normal business hours of the Shopping Centre. Access to the Premises shall be by appointment during normal business hours except for emergencies, when Bell shall have 24/7 access to the Premise by contacting the Shopping Centre Manager or his designate, to arrange for immediate emergency access to the Premises.
2. Bell may connect the Distribution System to the electrical power source in the Premises, provided, however, that prior to any connection and/or installation of any equipment to the electrical power source, Bell shall provide its plans and specifications to the Landlord for Landlord’s prior approval. Bell shall be responsible for electrical power costs exceeding a 15-amp service, including supply and installation of a separate electrical meter and payment of all charges to that electrical utility account. Bell shall obtain the Landlord’s prior written approval for the timing, methods and location of the installation work and shall not be permitted to make any changes, additions or alterations to any portion of the electrical system serving the Shopping Centre (including other tenant premises) without the prior written approval of the Landlord. Bell agrees to use the access facilities designated by the Landlord. The parties acknowledge that the access rights granted to Bell are non-exclusive.
3. Bell acknowledges and agrees that there are existing tenants in the Shopping Centre whose leases and/or agreements permit the installation and operation of equipment and services for the provision of communications services in the Shopping Centre and elsewhere and the installation and operation of the Distribution System by Bell shall not adversely or unduly interfere with, in any manner whatsoever, the communications services (including all related installations and operations) of existing tenants of the Shopping Centre. Upon receipt of written notice from Landlord, acting reasonably, that the Bell Distribution System is interfering with any other communications services operated in the Shopping Centre, Bell shall make all required alterations to the Distribution System within ten (10) days of receipt of Landlord’s written notice and if such alterations are not made within the aforementioned time period, this shall be considered an event of default under this Access Agreement and the Landlord may exercise all of its rights at law and in equity, including but not limited to, the termination of this Access Agreement. The provision of Communications Services by Bell in the Shopping Centre is a non-exclusive right in common with others entitled thereto. The Landlord undertakes to use reasonable best commercial efforts to obtain a substantially similar covenant from all other service providers of communications services within or upon the Shopping Centre.
4. Bell agrees to obtain, at Bell’s sole cost and expense, all required governmental permits and approval prior to commencing any work and to perform its work in a good and workmanlike manner, and further agrees to indemnify and save the Landlord, its officers, directors, shareholders, servants, agents and employees harmless from any and all property damage or injury to persons claims arising from the improper installation, repair or maintenance of the Distribution System or the operation thereof by Bell. Bell will maintain a policy of general liability insurance in respect of personal injury or property damage arising from the installation, repair, maintenance and operation of the Distribution System of not less than five million dollars (\$5,000,000.00) per occurrence and the Landlord shall be added as an additional insured and a certificate of insurance shall be furnished to the Landlord prior to the Commencement Date (hereinafter defined). The installation of the Distribution System will comply with all government requirements including fire and building code regulations.

5. Bell is the owner of the Distribution System which will remain the property of Bell and will not be or become a fixture despite any rule of law or equity to the contrary. Bell is responsible at its sole cost to repair, maintain, and replace the equipment as necessary. Bell shall have access during normal business hours to promote and provide the Communication Services to existing tenants and occupants of the Shopping Centre, provided, however, that Bell shall not be permitted to cause any nuisance to existing tenants of the Shopping Centre in the promotion of its Communications Services. Bell shall have the non-exclusive right, along with other similar service providers, to provide Communication Services to tenants of the Shopping Centre solely on a direct subscriber pay basis while this agreement is in effect.
6. This agreement commences on **October 1, 2019** (the "**Commencement Date**") and terminates on **September 30, 2024** (the "**Termination Date**"). Provided the Tenant is not in default of any of its covenants and obligations contained in this Access Agreement, the Tenant shall have the option to extend the Term for one (1) period of five (5) years, upon nine (9) months prior written notice to the Landlord, such extension to be on terms and conditions to be negotiated and agreed between the parties at least three (3) months prior to the expiration of the Term. If the Tenant does not provide the written notice as set out in this Section 6 or, if the parties cannot agree to the terms and conditions for the extension period within the time period set out herein, this option to extend shall be null and void and of no further force or effect.
7. Bell shall pay to the Landlord or to such entity as the Landlord may direct, an annual rent of \$900.00 plus HST, shall be on payable in advance commencing on the Commencement Date and thereafter on the anniversary of the Commencement Date throughout the term and any extension thereof.
8. If any provision of this agreement is declared invalid such provision shall be deemed severed and shall not affect the remaining provisions. Delay in the performance by either party of their respective obligations under this agreement for reasons or circumstances beyond their reasonable control shall be excused for the period of such delay. This Section shall not operate when the delay is due to the lack of or unavailability of funds. This agreement is subject to the laws and regulations of the applicable regulatory authorities which shall prevail in the event of a conflict. The parties hereto have the authority to enter into this agreement.
9. Any notice of communication relating to this agreement will be in writing and sent by registered mail to the other party, delivered personally or transmitted by facsimile to the following addresses:
 

To: Plaza Master Limited Partnership – Midland 110 Sheppard Avenue East, Suite 640 Toronto, Ontario M2N 6Y8 Facsimile: (416) 815-7760 Attn: Corporate Counsel	To: Bell Canada 136 Bayfield Street, 2 <sup>nd</sup> Floor Barrie, Ontario L4M 3B1 Attn: Shannon Damstedt, Network & Planning Provisioning
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10. This agreement runs with the Premises and is binding upon and enures to the benefit of the parties, their successors, assigns and transferees.

**Bell Canada**

**Plaza Master Limited Partnership – Midland**

We agree to the foregoing this 28 day of February, 2020 th

Per: \_\_\_\_\_  
 Name:  
 Title: Senior Specialist, Asset Management  
 Bell Real Estate Services

Per: \_\_\_\_\_  
 Name:  
 Title: Senior Vice President

We have the authority to bind the corporation.

**SCHEDULE A  
SITE PLAN OF PREMISES**