

## TELECOMMUNICATIONS LICENSE AGREEMENT

**THIS AGREEMENT is made as of the 21<sup>st</sup> day of June, 2012**

**BETWEEN:**

90 Sheppard Avenue East Leaseco Inc.  
**a corporation incorporated under the laws of the Province of Ontario**

**(the "Owner")**

**- and -**

TELUS COMMUNICATIONS COMPANY  
**a corporation incorporated under the laws Canada**

**(the "Licensee")**

**WHEREAS:**

- A. The Owner is the owner of the Multi-Dwelling Unit Building described as 90 Sheppard Avenue East.
- B. The Owner has agreed to grant to the Licensee a license to install, operate, maintain, repair and replace certain communications equipment in the Owner's building as more particularly described in this Agreement on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Owner and the Licensee agree as follows:

### ARTICLE 1.00 - DEFINITIONS AND INTERPRETATION

1.01 Definitions - In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings, respectively:

"Agreement" means this agreement and the attached Schedules and all subsequent changes, modifications and amendments to this agreement and the attached Schedules made in accordance with the provisions of this agreement.

"Building" means the building owned by the Owner and located on the Lands.

"Building Risers" means the electrical, mechanical or communications spaces or other pathways in the Building.

Licensee to the Owner under this Agreement.

"Licensee's Equipment" means, collectively, the Communications Equipment and the

(b) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though such provision had not been included.

(c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.

(d) This Agreement shall be interpreted and governed by the laws of the province in which the Building is located and the laws of Canada applicable therein and shall be subject to the exclusive jurisdiction of the courts of the province in which the Building is situated.

1.03 Schedules - The following are the Schedules attached to and forming part of this Agreement:

- Schedule A - Legal Description of Lands
- Schedule B - Equipment Room Plan
- Schedule C - Plan for Connecting Equipment
- Schedule D - Building Rules & Regulations
- Schedule E - Building Security Regulations
- Schedule F - Term
- Schedule G - Fees

## ARTICLE 2.00 - LICENSE

2.01 License - The Owner grants to the Licensee a non-exclusive license to:

(a) install, operate, maintain, repair and replace the Communications Equipment in the Equipment Room, at the Licensee's sole expense and risk;

(b) install, operate, maintain, repair and replace the Connecting Equipment in the Building, at the Licensee's sole expense and risk, together with the right to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's customers in the Building, as required by the Licensee's customers in the Building; and

(c) use the Entrance Link and existing Building wiring, only to the extent that the Owner has the possession of, and authority to allow the use of, the Entrance Link and the existing Building wiring, as required by the Licensee for the purpose of connecting the Licensee's Equipment to the Licensee's customers in the Building.

2.02 Equipment Room - The Owner shall provide the Equipment Room to the Licensee, for the sole and exclusive use of the Licensee, which Equipment Room shall be used by the Licensee for the provision of communications services to the Licensee's customers in the Building.

2.03 Nature of Interest - The right granted to the Licensee under this Agreement is a license only, and shall not constitute a partnership, joint venture or lease between the parties hereto.

2.04 Non-Exclusivity - The Licensee acknowledges and agrees that the license granted to the Licensee pursuant to Section 2.01 is not exclusive to the Licensee and that the Owner has the right to grant similar rights and privileges in respect of the Building to other parties.

2.05 Rooftop Rights - The Licensee acknowledges and agrees that, unless otherwise agreed to in writing by the Owner:

(a) this License does not allow the installation or operation by or on behalf of the Licensee of any type of rooftop or wireless communication equipment; and

(b) the Licensee shall 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 to serve persons outside of the Building.

2.06 Sublicense - Subject to the prior written consent of the Owner, the Licensee shall have the right to sublicense a portion of the Equipment Room to an affiliate as described in Section 13.03 for the purpose of permitting such affiliate to provide communications services to its customers in the Building.

### ARTICLE 3.00 - TERM

3.01 Term - Notwithstanding the date of its execution, this Agreement shall come into effect on the Commencement Date, as set out in Schedule F.

3.02 Option to Renew - Provided that the Licensee is not in default under this Agreement, the Licensee shall have options to renew and extend this Agreement for 2 consecutive periods of 5 years each (each of which is a "Renewal Term"), upon the Licensee providing at least 6 months' prior written notice to the Owner. Each Renewal Term shall be on the same terms and conditions as contained in this Agreement, except that the License Fee shall be agreed to by the parties in writing based on the prevailing market rates for similar Equipment Rooms in similar buildings and the second Renewal Term shall not contain any further option to renew. Where the parties are unable to agree on the License Fee payable during a Renewal Term prior to the expiration of the Term or a Renewal Term, as the case may be, the matter in dispute shall be determined by a single arbitrator appointed pursuant to the arbitration legislation of the province in which the Building is situated.

3.03 Overholding - If the Licensee remains in occupation of the Equipment Room following the expiration of the Term or a Renewal Term and the Licensee has not exercised its option to renew pursuant to Section 3.02, such continued occupation by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time, and the Licensee shall be deemed to be occupying the Equipment Room as a licensee on a month-to-month basis upon the same terms and conditions as set out in this Agreement.

#### ARTICLE 4.00 - LICENSE FEE

4.01 License Fee - The Licensee agrees to pay the Owner the License Fee as provided in Schedule G.

#### ARTICLE 5.00 - USE

5.01 Use of Equipment Room - The Licensee shall use the Equipment Room only for the purpose of the installation, operation, maintenance, repair and replacement of the Licensee's Equipment as required by the Licensee for the purpose of providing communications services to the Licensee's customers in the Building.

5.02 Title - The Owner acknowledges and agrees that title to, and ownership of, the Licensee's Equipment shall remain with the Licensee at all times notwithstanding that the Licensee's Equipment may be affixed to a part of the Building for the time being.

#### ARTICLE 6.00 - ACCESS AND ELECTRIC UTILITIES

6.01 The Licensee's authorized representatives may have access to the Equipment Room at all times during normal business hours, and at other times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving and repairing the Licensee's Equipment. The Licensor will give the Licensee's authorized employees or properly authorized contractors, subcontractors, and agents of the Licensee ingress and egress to the Lands, Building and Communications Spaces including non-exclusive use of an elevator during normal business hours, and at other times as agreed by the parties in advance. However, only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of the Licensee or of other TSP's, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building, Communications Spaces, Equipment Room, or other areas in the Building and only upon the conditions set forth in this Agreement. The Licensee shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communication Spaces, Equipment Room, or other areas in the Building.

(a) 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. For routine service activations and repair visits to the Building during normal business hours for which purposes the Licensee requires access without advance notice in order to meet its CRTC-mandated service provisioning and service repair intervals this notice may be given at the time of the entry, to the security person, or other person designated for that purpose by the Licensor. Any person who accesses the Building Communication

Spaces must carry proper photo ID and shall comply with any visitor badging program then in operation at the Building. Any person who accesses the Building Communication Spaces, or any other part of the Building which the Licensor designates 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 hourly wage and employment cost (overtime or callout rates may apply) plus an administration fee of fifteen percent (15%). This escort fee shall not apply if it is recovered from 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.

(b) Nothing in this Agreement shall prohibit or otherwise restrict the Licensor and its representatives from having access to and to enter 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 twenty-four (24) 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 twenty-four (24) hours of the Licensee's receipt of the Licensor's notice.

(c) All entry and access to the Equipment Room and the Building, including the Building Risers, by the Licensee and its authorized representatives shall be in accordance with the Owner's Building Rules and Regulations, as attached in Schedule D, and Building Security Regulations, as attached in Schedule E and shall be subject to the escort fees referred to in Section 7.04 and Schedule G.

6.02 Electrical Power - The Licensee will pay for power consumed by its equipment located in the designated deemed area occupied and paid for under this agreement, if and when power is consumed. 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 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 or to the Licensor, based on actual meter readings. The Licensor shall use reasonable commercial efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's Equipment use but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages providing reasonable commercial efforts to provide advance notice of such planned utility outages were taken. 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.

6.03 Telephone Service - The Licensee, at its sole cost and expense, shall have the right to install a telephone in the Equipment Room if required by the Licensee.

6.04 Nuisance - The Licensee shall not use nor permit the Licensee's Equipment or any part of the Equipment Room to be used in such a manner as to annoy, disturb or cause nuisance to or impede in any way the operations of the Owner or the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.

6.05 Compliance with Laws - The Licensee, in installing, maintaining, operating, repairing and replacing the Licensee's Equipment in the Equipment Room and the Building Risers shall comply at all times with all applicable laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities, including, without limitation, the rulings and decisions of the CRTC.

#### ARTICLE 7.00 - INSTALLATION, MAINTENANCE AND REPAIRS

7.01 Approval of Plans - Prior to the commencement of the installation of the Licensee's Equipment in the Equipment Room and in the Building Risers, the Licensee shall prepare and submit plans, specifications, and working drawings to the Owner in respect of such installation for the approval, in writing, of the Owner.

7.02 Other Costs - In addition to the License Fee, the Licensee agrees to pay the Owner within 15 days of receipt of an invoice from the Owner, the cost for the review of the plans, specifications and working drawings referred to in Section 7.01.

7.03 Reimbursement - In addition to the License Fee, the Licensee agrees to reimburse the Owner for costs of other services reasonably required in connection with the installation and operation of the Licensee's Equipment.

7.04 Installation - Upon receipt of the Owner's written approval pursuant to Section 7.01, the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee's Equipment, which installation shall be performed in a responsible and workmanlike manner and in accordance with all applicable laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial and municipal governmental authorities.

7.05 Cables - The Licensee shall label each cable placed by the Licensee in the Building Risers and any telecommunications closets through which the Licensee's cable passes with an identification number assigned by the Owner to the Licensee.

7.06 Repairs and Maintenance - The Licensee, at its own cost and expense, shall keep the Equipment Room and the Licensee's Equipment in a safe and properly maintained condition.

7.07 Liens - The Licensee shall be responsible for the satisfaction or payment of any liens registered against the Building by any supplier of labour, material or services to the Licensee. Any such liens shall be discharged by the Licensee within 10 Business Days at the request of the Owner by payment of sufficient money into Court to obtain removal of such lien, provided that the Licensee shall be entitled to contest, in good faith, any such liens.

## ARTICLE 8.00 - INSURANCE AND INDEMNIFICATION

8.01 Insurance - The Licensee, at its own expense, shall take out and maintain in force while this Agreement is in effect comprehensive general liability insurance in a minimum amount of \$5,000,000 per occurrence for injury, death or property damage arising out of the Licensee's operations pursuant to this Agreement, which insurance shall contain cross liability and severability of interest clauses and name the Owner and the Owner's agent as additional insureds.

8.02 Indemnification by Licensee - The Licensee shall indemnify and save harmless the Owner from and against any loss, suit, claim, action, damage or expense arising out of, from or by reason of, the installation, operation, maintenance, repair or removal of the Licensee's Equipment in the Equipment Room and the Building communications space pursuant to this Agreement, except to the extent that any such loss, suit, claim, action, damage or expense is due to the negligence or wilful misconduct of the Owner or those for whom the Owner is in law responsible.

## ARTICLE 9.00 – TERMINATION

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

- (a) where the Building has been destroyed, or damaged to such an extent that it is not feasible to repair it within a period of one hundred and eighty (180) days after the damage;
- (b) where the Deemed Area or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;  
where the Building is expropriated by a lawful authority;
- (c) where the Licensor wishes to redevelop, or otherwise alter the Building in such a manner as to, in the Licensor's sole opinion, make the relocation of any part of the Deemed Area or the Licensee's Equipment not feasible;
- (d) the Licensee no longer provides Licensee's Services using the Licensee's Equipment in the Building;
- (e) 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;

(f) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC, provided however that in such event the Licensor may, at its option, elect to have this Agreement continue, in which case no Fee or Recoverable Costs shall be payable by the Licensee hereunder during such time that the Building is not a Multi-Dwelling Unit Building, but all other terms and provisions hereof shall continue to apply; or

(g) the Licensor, acting bona fide and in good faith, elects to demolish the Building.

9.03 Surrender - Upon the expiration or earlier termination of this Agreement, the Licensee shall remove the Licensee's Equipment from the Equipment Room, the Building and the Building Risers and shall be responsible for repairing any damage caused by such installation and removal, except damage caused by ordinary wear and tear.

#### ARTICLE 10.00 - DAMAGE OR DESTRUCTION OF BUILDING

10.01 Right to Terminate - In the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Owner under this Agreement, the Owner, at its sole option and expense, may attempt to repair such damage within 180 days. In the event the Owner elects not to repair the damage within 180 days, the Licensee shall have the right to terminate this Agreement upon providing not less than 30 days' prior written notice to the Owner, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of Section 9.03. The Licensee shall have no obligation to pay the License Fee or any other amounts under this Agreement during the 30 day notice period, and the portion of the License Fee paid by the Licensee in advance shall be refunded by the Owner to the Licensee on a pro rated basis to the date of damage to the Building.

#### ARTICLE 11.00 - FORCE MAJEURE

11.01 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 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 mean any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented; however, lack of funds on the part of such party shall not be deemed to be *force majeure*.

#### ARTICLE 12.00 - NOTICES



12.01 Notices - Any Notice pursuant to this Agreement shall be given in writing and personally served or sent by facsimile or registered mail, and addressed or sent as specified below:

(a) If to the Owner / Licensor: 90 Sheppard Avenue East Leasco Inc.  
c/o Crown Property Management  
175 Bloor Street East, Suite 610, South Tower  
Toronto, ON M4W 3R8

Attention: Les Miller  
Facsimile: (416) 927-0863  
Telephone: (416) 927-1851

(b) If to the Licensee:  
25 York Street, 22th Floor  
Toronto, ON, M5J 2V5

Attention: Richard Johnson, Manager, Building Access  
Facsimile: 647-837-9501  
Telephone: 416-496-6893

For planned power outage notices please e-mail and / or phone the following contacts:

Event Management - [EventManager@telus.com](mailto:EventManager@telus.com), 888-530-7755

TELUS Threat and Release notifications - [Releases@telus.com](mailto:Releases@telus.com)

For emergency issues please call TELUS Power NOC - 1 - 800-887-1221, option 3, 3

12.02 Change of Address - Either party may change its address or particulars for the purposes of the receipt of any Notice in connection with this Agreement by giving notice in the same manner as provided in this Article 12.00.

12.03 Receipt - Where a Notice is delivered personally or by facsimile, it shall be deemed to have been received the same Business Day, or if the day on which the Notice was sent is not a Business Day, the Notice shall be deemed to have been received on the next Business Day. Where a Notice is sent by registered mail, it shall be deemed to have been received 3 Business Days after the date of mailing. In no event shall any Notice be sent by mail during any period of interrupted or threatened interruption of postal service. Service of a Notice by electronic mail shall not be permitted.

## ARTICLE 13.00 - MISCELLANEOUS

13.01 Entire Agreement - This Agreement cancels, replaces and supercedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.


13.02 Waiver - No failure by either party hereto to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.

13.03 Successors and Assigns - This Agreement shall not be assigned by the Licensee, in whole or in part, without the express written consent of the Owner, provided that the Licensee shall be entitled to assign this Agreement to an affiliate of the Licensee, as defined in the *Canada Business Corporations Act*, upon written notice to the Owner within 10 days of the effective date of such assignment. This Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective successors and permitted assigns.

13.04 Time - Time shall, in all respects, be of the essence hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the hands of their respective officers duly authorized in that behalf as of the date first set forth above.

OWNER: 90 Sheppard Avenue East Leaseco Inc.

Per:  \_\_\_\_\_

Name: Les Miller

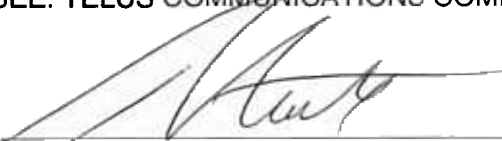
Authorized Signatory

Per:  \_\_\_\_\_  
Stephan von Buttlar

Title: Authorized Signatory

We have authority to bind the corporation

LICENSEE: TELUS COMMUNICATIONS COMPANY

Per:  \_\_\_\_\_

Name: ROBERT BEATTY  
A.P., BUILDING ACCESS

Name:

Title:

I/We have authority to bind the corporation

## SCHEDULE A

### LEGAL DESCRIPTION OF LANDS

90 Sheppard Avenue East

LEGAL DESCRIPTION OF THE LANDS – P.I.N 10084-0032 (R) [Legal description is correct]

In the City of Toronto (formerly the City of North York) being part of Lots 2 and 3, Plan 207, York, part of Greenfield Avenue and one-foot reserve, Plan 2452, designated as Parts 1, 2, 3, 10 and 11, Plan 64R-7769.

#### SAVE AND EXCEPT

- (a) part of Lot 3, Plan 207, York, designated as Part 1 on Plan 64R-14795; and
- (b) part of Lots 2 and 3, Plan 207 York, designated as Parts 4, 5 and 6 on Plan 64R-14795;

Subject to an easement over Part 11 on Plan 64R-7769 in favour of The Corporation of the City of Toronto (formerly The Corporation of the City of North York) for the purpose of installing and maintaining a storm sewer, as more particularly described in Instrument No. 277691.

Subject to an easement over Part 10 on Plan 64R-7769 in favour of The Corporation of the City of Toronto (formerly The Corporation of the City of North York) for the purposes of installing and maintaining a storm sewer.

Together with a right-of-way for persons and vehicles over those parts of said Lots 2 and 3 designated as Parts 6 and 8 on Plan 64R-7769 for ingress to and egress from said Parts 1, 2, 3 and 11 on Plan 64R-7769 and every part thereof from and to Greenfield Avenue and Doris Avenue.

Subject to a right-of-way for persons and vehicles over Parts 2 and 10 on Plan 64R-7769 for ingress and egress to and from those parts of said Lots 2 and 3 designated as Parts 4, 5, 6, 7, 8 and 9 on Plan 64R-7769 and every part thereof from and to Sheppard Avenue East, Greenfield Avenue and Doris Avenue.

The aforesaid rights-of-way over Parts 2, 6 and 8 on Plan 64R-7769 shall form mutual driveways to serve and continue to serve the respective parts of Lots 2 and 3 referred to.

Subject also to certain restrictive covenants contained in Instrument No. 691511, the burden of which is expressed therein to run with the said lands and premises for a period of thirty (30) years from October 1975.

Subject also to certain restrictive covenants contained in Instrument No. 762900, both the burden and the benefit of which are expressed therein to run with each and every part of those parts of Lots 2 and 3 designated as Parts 1 to 11, both inclusive, on Plan 64R-7769.

Subject also to the provisions of an agreement respecting open spaces and internal driveways made between Canadian Industries Limited (now ICI Canada Inc.) and Metropolitan Separate School Board and registered as Instrument No. 762901.

Subject to an easement in favour of The Corporation of the City of Toronto (formerly The Corporation of the City of North York) over that part of Lot 2, Plan 207, York, designated as Parts 8 and 9 on Plan 64R-15419.

Subject to a temporary easement in favour of The Corporation of the City of Toronto (formerly The Municipality of Metropolitan Toronto) over those parts of Lots 2 and 3, Plan 207, York, designated as Parts 5, 6, and 7 on Plan 64R-15419.

SCHEDULE B  
EQUIPMENT ROOM PLAN

**SCHEDULE C**

**PLAN FOR CONNECTING EQUIPMENT**

## SCHEDULE D

### BUILDING RULES AND REGULATIONS

1. Definition - In these rules and regulations, "Licensee" includes the employees, servants, agents, invitees, subtenants and sublicensees of the Licensee and others over whom the Licensee can reasonably be expected to exercise its control.
2. Common Elements - The Owner reserves entire control of the common areas of the Building and will maintain them in such manner as it deems best for the benefit of tenants and occupants generally. The Owner reserves the right to restrict and regulate the use of the common areas by the Licensee and by persons making deliveries to the Licensee.
3. Smoking - Smoking is not permitted in the Building or in any area adjacent to the Building, which has not been designated by the Landlord as a smoking area.
4. Obstructions - The sidewalks, driveways, entrances, vestibules, passages, corridors, halls, elevators and stairways shall not be encumbered or obstructed by the Licensee or be used by it for any purpose other than for entrance to and exit from the Equipment Room.
5. Deliveries - The Licensee shall not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walkway, parking area or other common areas. The Licensee shall ensure that deliveries of materials and supplies to the Equipment Room are made through such entrances, elevators and corridors and at such times as may from time to time be designated by the Owner and shall promptly pay or cause to be paid to the Owner the cost of repairing any damage in or to the Building caused by any person making such deliveries. The Owner reserves the right to remove at the expense and risk of the owner thereof any vehicle not using designated "vehicle standing" areas.
6. Security - The Owner may from time to time adopt appropriate systems and procedures for the security and safety of the Building, including restricting access during non-business hours and the Licensee shall comply with the Owner's reasonable requirements relating thereto.
7. Locks - No additional locks or bolts of any kind shall be placed by the Licensee upon any of the doors or windows of the Equipment Room, nor shall any changes whatsoever be made to existing locks or the mechanics thereof except by the Owner at its option. The Licensee shall not permit any duplicate keys to be made, but additional keys as reasonably required shall be supplied by the Owner when requested by the Licensee in writing and at the Licensee's expense. Upon termination of this Agreement, the Licensee shall surrender to the Owner all keys to the Equipment Room and any other parts of the Building together with any parking passes or other devices permitting entry.
8. Antennae - The Licensee shall not mount or place an antenna or aerial of any nature on the exterior of the Equipment Room or Building or, unless it first

obtains the Owner's written consent, anywhere within the Equipment Room.

9. Garbage - The handling and disposal of garbage shall comply with arrangements prescribed by the Owner from time to time. No disproportionate or abnormal quantity of waste material shall be allowed to accumulate in the Equipment Room and the cost of removal or clearing of quantities in excess of such normally provided service may be charged to the Licensee.
10. Repairs, Alterations and Improvements - The Licensee shall carry out repairs, maintenance, alterations and improvements in the Equipment Room only during times agreed to in advance by the Owner and in a manner which will not interfere with the rights of other tenants in the Building.
11. Maintenance - The Licensee shall provide adequate facilities and means to prevent the soiling of walls, floors and carpets in and abutting the Equipment Room whether by shoes, overshoes, any acts or omissions of the Licensee or otherwise.
12. Installations and Wiring - The Licensee shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the Equipment Room and the Building except with the prior written consent of the Owner and as it may direct. If the Licensee desires electrical or communications connections, the Owner reserves the right to direct qualified persons as to where and how the wires should be introduced, and without such directions, no boring or cutting for wires will be permitted. No gas pipe or electric wire will be permitted which has not been ordered or authorized in writing by the Owner.
13. Heating, Air Conditioning and Plumbing Systems - The Licensee shall not attempt any repairs, alterations or modifications to the heating, air conditioning or plumbing systems.
14. Water Fixtures - The Licensee shall not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the Licensee shall pay the cost of any breakage, stoppage or damage resulting from a violation of this provision.
15. Personal Use of Equipment Room - The Equipment Room shall not be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes as permitted under this Agreement.
16. Solicitations - The Owner reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Building.
17. Heavy Articles - The Licensee shall not, in the Equipment Room or the Building, bring in, take out, position, construct, install or move anything liable to injure or destroy any part of the Building including, without limiting the generality of the foregoing, any safe, business machinery or other heavy machinery or equipment without the prior written consent of the Owner. In giving such consent, the Owner shall have the right, in its sole discretion, to prescribe the permitted weight and the position thereof, and the use and design of planks, skids or platforms required to distribute the weight thereof. All damage done to the Building by



moving or using any such heavy equipment or machinery shall be repaired at the expense of the Licensee. The moving of all heavy equipment or other machinery shall occur only by prior arrangement with the Owner.

18. Bicycles, Animals - The Licensee shall not bring any animals, except for guide dogs, into the Building and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by the Owner for such purposes.
19. Furniture and Equipment - The Licensee shall ensure that furniture, equipment and fixtures being moved into or out of the Equipment Room are moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the Owner and shall promptly pay or cause to be paid to the Owner the cost of repairing any damage in the Building caused thereby.
20. Heating / Cooling - The Licensee shall not use any means of heating or cooling the Equipment Room other than that provided by or specifically otherwise permitted in writing by the Owner.
21. Undue Electrical Loads, Heat, Vibration or Interference - No material or equipment which could cause undue loads on electrical circuits or undue vibration, heat or noise or which could interfere with wireless or other communications shall be brought into the Building or used therein by or on behalf of the Licensee and no machinery or tools of any kind shall be affixed to or used in the Equipment Room without the prior written consent of the Owner.
22. Fire Regulations - The Licensee shall not do or permit anything to be done in the Equipment Room or bring or keep anything therein which will in any way increase the risk of fire, or obstruct or interfere with the rights of other tenants, or violate or act at variance with the laws relating to fires or with the regulations of the fire department or the board of health. The Licensee shall cooperate in any fire drills and shall participate in all fire prevention or safety programs designated by the Owner.
23. Flammable Materials - No flammable oils or other flammable, dangerous or explosive materials shall be kept or permitted to be kept in the Equipment Room.
24. Food and Beverages - Only persons approved from time to time by the Owner may prepare, solicit orders for, sell, serve or distribute foods or beverages in the Building or use the elevators, corridors or other common areas for any such purpose. The Licensee shall not permit in the Equipment Room the use of equipment for the preparation, serving, sale, distribution or dispensing of food and beverages except with the prior written consent of the Owner and in accordance with arrangements approved by the Owner.
25. Notice of Accidents - The Licensee shall give immediate notice to the Owner in case of fire or accident in the Equipment Room or in the Building, or in case of defects therein or in any fixtures or equipment thereof, notwithstanding the Owner may have no obligations with respect thereto.
26. Janitorial Services - The Licensee shall not use or engage any person or persons

other than the janitor or janitorial contractor of the Owner for the purpose of any cleaning of the Equipment Room, except with the prior written consent of the Owner.

27. Dangerous or Immoral Activities - The Licensee shall not make any use of the Equipment Room which could result in risk or injury to any person, nor shall the Equipment Room be used for any immoral or criminal purpose.
28. Proper Conduct - The Licensee shall not perform any acts or carry on any practice which may damage the common areas or be a nuisance to any other tenant in the Project.
29. Additional Rules and Regulations - The Owner shall have the right to make such other and further reasonable rules and regulations as in its sole judgment may from time to time be necessary or of benefit for the safety, care, cleanliness and appearance of the Building and for the preservation of good order therein.

## SCHEDULE E

### BUILDING SECURITY REGULATIONS

The Licensee shall ensure that the doors of the Equipment Room are closed and locked before the Licensee or the Licensee's employees leave the Equipment Room, so as to prevent waste or damage, and for any default or carelessness in this regard the Licensee shall make good all injuries sustained by the Owner or other tenants or occupants of the Building.

The Licensee shall keep the doors to the Equipment Room corridors closed and locked at all times when not in use.

No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any licensee, nor shall any changes be made to existing locks or the mechanism thereof. Lock cylinders and keys shall be changed by the Owner at the Licensee's expense upon receipt of written request from the Licensee.

The Licensee must, upon the expiration or sooner termination of this Agreement, return to the Owner all keys and/or access cards either furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys so furnished, the Licensee shall pay to the Owner the cost of replacement keys.

Building janitors and contract cleaners will be provided with a passkey to offices in the Building.

## SCHEDULE F

### TERM

The Term of this Agreement is for 5 years commencing on the Commencement Date.

The Commencement Date is July 1<sup>st</sup>, 2012.

## SCHEDULE G

### LICENSE FEE

The Equipment Room contains approximately 25 square feet.

The Licensee shall pay to the Owner an annual License Fee in the amount of \$ 2,000.00 excluding applicable taxes. The License Fee for the initial term as set forth in Schedule F shall be payable in advance on the Commencement Date.

The Licensee shall pay taxes as applicable on the License Fee, which GST/HST/QST shall be paid at the time the License Fee is payable. The Owner's GST/HST/QST registration number is 83040 6120 RT0001