

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT is made as of the 1st day of December, 2018

BETWEEN:

Adelaide Street West (312) Inc.
("Licensor")

-and-

TELUS Communications Inc.
("Licensee")

WHEREAS Licensor is the owner and landlord of the building (the "**Building**") municipally described as 312 Adelaide Street West, Toronto, Ontario and more particularly described in Schedule A and Licensor has agreed to grant to Licensee a license to install, operate, maintain, repair, upgrade and replace certain telecommunications equipment in the Building 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, Licensor and Licensee agree as follows:

1.1 **Schedules** The following are the Schedules attached to and forming part of this Agreement.

Schedule A-	Legal Description
Schedule B -	Plan for Connecting Equipment and Equipment Room Plan
Schedule C-	License Fee and Term
Schedule D -	Recoverable Costs

ARTICLE 2 - LICENSE

- 2.1 **License** Subject to the terms, conditions and restrictions herein, Licensor grants to Licensee a non-exclusive license to install, operate, maintain, repair, upgrade and replace Licensee's telecommunications equipment ("**Licensee's Equipment**") in the Building. Licensor does not warrant or represent that any part of the Building is suitable for Licensee's use and Licensee acknowledges and agrees that it has satisfied itself in all respects with respect thereto. Licensee has inspected the Building and accepts it "as is, where is".
- 2.2 **POP Room** Licensor shall have the right, in its sole and reasonable discretion, to limit the type, size and location of Licensee's Equipment in any part of the Building.
- 2.3 **Nature of Interest** The right granted to Licensee under this Agreement is a license only, and shall not constitute a partnership, joint venture or lease between the two parties.
- 2.4 **Limited Rights** Licensee acknowledges and agrees that unless otherwise agreed to in writing by Licensor:
- (a) this License does not allow the installation or operation by or on behalf of Licensee, of any type of rooftop or wireless communication equipment; and
 - (b) Licensee shall not use any part of 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 and Licensee shall not co-locate equipment or permit to co-locate equipment or permit any third party supplier to cross connect to any of Licensee's Equipment or to use any part of Licensee's Equipment for the purpose of providing telecommunication or similar services to customers in the Building. Licensee shall use Licensee's Equipment only for the purpose of providing telecommunications services to Licensee's customers in the Building and Licensee is not permitted to serve other properties from the Building without the express written permission of Licensor and on such terms and conditions as Licensor may require.
- 2.5 **Control of the Building** The Building remains under the exclusive control of Licensor. Licensor and any person authorized by Licensor shall have the right at any time and from time to time:
- (a) to install, maintain and/or repair pipes, wires, ducts and other installations in the Building;
 - (b) to alter the Building or any part thereof;
 - (c) to permit others to operate any broadband, wireless, broadcasting, wireless telecommunications and other communications activities from or within the Building; and
 - (d) to relocate or alter common areas within the Building,

all provided that there is no material interference with Licensee's operation at the Building but Licensor shall not, in any event, be liable to Licensee for any damage caused to Licensee's Equipment, disconnection or for any compensation to Licensee whatsoever.

ARTICLE 3 - TERM

3.1 **Term**

- (a) The term of this License is for five (5) years commencing on the date first written above (the "**Commencement Date**"), subject to early termination in accordance with the terms hereof.
 - (b) Each agreement that Licensee enters into with customers in the Building shall provide for the termination of such agreement in the event that this Agreement is terminated.
 - (c) Notwithstanding anything else herein contained, Licensor shall have the option to terminate this Agreement prior to the end of the Term or any renewal or extension thereof under any one of the following circumstances:
 - (i) in the event that Licensor has *bona fide* plans to demolish or substantially renovate the Building, thereby making it unsuitable for occupancy, as determined by Licensor, Licensee shall, on receiving six (6) months' written notice from Licensor, yield up to Licensor vacant possession and Licensee shall, at its cost, make good damages to Building caused by removal thereof; and
 - (ii) if Licensee fails to install Licensee's Equipment within six (6) months of the date of this Agreement, Licensor may terminate this Agreement by giving thirty (30) days' written notice to Licensee, and Licensee shall be deemed to have surrendered this Agreement and all rights hereunder.
- 3.2 Overholding** If Licensee remains in occupation following the expiration of the Term (or any extension or renewal thereof) Licensee shall be deemed to be a month-to-month licensee upon the same terms and conditions as set out in this Agreement, except as to the License Fee which shall be equal to one hundred fifty percent (150%) of the License Fee payable by Licensee in the last year of the Term (or any extension or renewal thereof).
- 3.3 Option to Renew** Provided that Licensee is not then in default and has not been in default more than twice under this Agreement and Licensee has provided not more than nine (9) months and at least six (6) months written notice to Licensor, then Licensee shall have the right to renew this Agreement for one further period of five (5) years (the "**Renewal Term**") upon the same terms and conditions as contained in this Agreement.

ARTICLE 4 - LICENSE FEE AND COST RECOVERIES

- 4.1** Licensee agrees to pay Licensor the following amounts:
- (a) the License Fee as provided in Schedule C;
 - (b) the Recoverable Costs as provided in Schedule D within sixty (60) days after receipt of each itemized invoice, without deduction or set off; and
 - (c) all reasonable costs incurred by Licensor for: plan approval, monitoring or conducting construction or electrical work in order to make ready the Building, accommodate Licensee and verify Licensee's compliance described in this Agreement.
- 4.2** HST shall be added to these amounts payable by Licensee to Licensor.
- 4.3** Interest at the rate of twelve percent (12%) per annum calculated monthly at once percent (1%) per month on any arrears of Fees payable by Licensee, and will be payable when payment of the interest is demanded.
- 4.4** Administration fee of fifteen percent (15%) shall be added to these amounts payable by Licensee to Licensor.

ARTICLE 5 - USE

5.1 Licensee's Covenants

- (a) Licensee shall use the Building and designated areas in the Building solely for the purpose of providing telecommunications or other communications services.
- (b) Licensee shall, at its sole expense, maintain Licensee's Equipment in safe and proper operating condition.
- (c) Licensee shall, at its sole expense, repair or replace, as necessary, any damage to the Building and/or to any property owned by Licensor or any tenant, licensee, contractor or other occupant of Licensor which is caused by Licensee, or any of its agents, representatives, employees, contractors, subcontractors or invitees.
- (d) Licensee shall not interfere with the use and/or quiet enjoyment of the Building by Licensor or by other licensees of Licensor or tenants or occupants of the Building. If any such interference occurs, Licensee shall correct the interference within twenty-four (24) hours following receipt of written notice. In the event Licensee fails to comply with such notice, Licensor may take any reasonable action to correct or eliminate such interference at Licensee's sole expense. Licensee's Equipment shall not disrupt, adversely affect or interfere with other providers of telecommunication services in the Building, or with any Building systems or equipment, or with any tenant's or occupant's use or operation of telecommunication or computer services in the Building. Should any such disruption, adverse effect or interference occur, Licensee shall immediately cease operation of Licensee's Equipment until the problem is corrected. In the event Licensee fails to cease operations until the problem is corrected, Licensor may disconnect the electrical power to Licensee's Equipment or take such other reasonable action to correct such occurrence at Licensee's sole expense. Licensor shall obtain similar covenants from any subsequent operators at the Building and enforce such covenants uniformly.
- (e) Without limitation, Licensee agrees to comply with:

- (i) all Building rules and security regulations as promulgated by Licensor from time to time, (a current copy of which Licensee acknowledges receiving) and shall cause its agents, employees, contractors, invitees and visitors to do so;
- (ii) all applicable laws and governmental requirements including, without limitation, all applicable rules and regulations of the CRTC and any other governmental authorities having jurisdiction pertaining to the installation and operation of Licensee's Equipment and the provision of communication services and all applicable occupational health and safety legislation, workplace safety legislation and environmental laws; and
- (iii) all requirements of Licensor set out in Article 7 herein.

ARTICLE 6 - ACCESS AND ELECTRIC UTILITIES

- 6.1 Access** Subject to the terms and conditions herein, Licensee and its authorized representatives shall have access to the Building seven (7) days a week twenty-four (24) hours per day for the purpose of installing, operating, maintaining, repairing, upgrading and removing Licensee's Equipment. Licensee agrees that any person it so authorizes shall be properly qualified and equipped to work within the areas to which access is granted. Except for access required to remedy service interruption or for emergency repairs of Licensee's Equipment, Licensee agrees to give reasonable advance notice to Licensor prior to accessing the Building.
- 6.2 Electrical Power** Licensee shall have no right whatsoever to connect Licensee's Equipment to the electric power distributing system within the Building and shall ensure that no electricity consumption is charged to Licensor or any tenant of the Building. Licensor has no obligation whatsoever to notify Licensee in advance of any planned utility outages. Licensee agrees that Licensor has no obligation or responsibility to provide emergency or backup power to Licensee.

ARTICLE 7 - INSTALLATION, MAINTENANCE AND REPAIRS

- 7.1 Approval of Plans and Design Requirements** Prior to the commencement of each installation of Licensee's Equipment anywhere in the Building, Licensee shall prepare and submit plans, specifications, and working drawings (collectively, the "Plans") to Licensor for the approval of Licensor, which approval shall not be unreasonably withheld or delayed. Within twenty (20) days of receipt of sufficient information, Licensor shall either approve the proposed work and installation or provide reasons for its disapproval. No work or installation shall proceed without the written approval of Licensor as provided above. Licensee shall revise the Plans as Licensor deems necessary. Licensee shall be solely responsible for the adequacy and sufficiency of the Plans and Licensor shall have no liability of any kind arising from Licensor's review or approval of the Plans nor shall Licensor's review and approval constitute an acknowledgement, representation or indication of any kind as to the adequacy or sufficiency of the Plans. For greater clarity and without limiting Licensee's obligations herein, Licensee shall be required to submit Plans for all customer connections in the Building.
- 7.1.1** Licensee shall ensure the design and installation of Licensee's Equipment occupies no more than the minimum amount of space necessary for the operation of Licensee's Equipment in the Building (the "Telco Spaces") so as not to interfere with, deter or hinder the installation of similar equipment by other licensees or by Licensor. Licensor may reject the Plans and prohibit Licensee from completing installation of Licensee's Equipment if Licensor determines, in its discretion acting reasonably, that the Plans do not conform with the foregoing requirements.
- 7.1.2** If Licensee is in possession of and has installed Licensee's Equipment in the Building at the time this Agreement is signed, Licensee shall ensure that all of Licensee's Equipment that is inactive or redundant is removed from the Telco Spaces so as to free up space for other licensees within ten (10) days of receiving notice from Licensor; failing which, Licensor may create additional telecommunications pathways or conduit and cable trays to permit other licensees to install communications equipment and charge to Licensee the costs incurred by Licensor, plus fifteen percent (15%). If Licensee is not currently in possession of the Building, Licensee shall not install any unessential or redundant equipment in the Building at any time throughout the term of this Agreement without Licensor's prior written consent.
- 7.1.3** If Licensor determines at any time throughout the term of this Agreement, acting reasonably, that Licensee has not strictly complied with the requirements of Article 7, Licensee shall forthwith upon request of Licensor and in any event within thirty (30) days of receiving such request by e-mail, reconfigure, relocate and, if required, remove such Licensee's Equipment at Licensee's sole expense, failing which, Licensor may, at its option, be entitled to remove Licensee's offending equipment and charge Licensee its costs, plus fifteen percent (15%), and Licensor shall not be liable for any direct or indirect damages suffered or costs incurred by Licensee as a result of such removal. Licensee acknowledges that non-compliance with any of the covenants in this Article 7 is a material breach of this Agreement and entitles Licensor to terminate this Agreement in accordance with Article 9 herein.
- 7.2 Escort Services** Licensee agrees to reimburse Licensor for the actual cost of security escorted access to the Building, plus a fifteen percent (15%) administration fee.
- 7.3 Installation** Upon receipt of Licensor's written approval pursuant to Section 7.1 above, Licensee, at its sole expense and risk, shall be entitled to commence the installation of Licensee's Equipment, which installation shall be performed in a responsible and workmanlike manner and in strict accordance with the plans, specifications and working drawings approved by Licensor and Licensee shall label all of Licensee's Equipment including connecting equipment to indicate the owner of the equipment and a telephone number for contacting Licensee.

- 7.4 **As-Built Drawings** Upon completion of its initial installation, Licensee shall provide to Licensor as-built drawings showing Licensee's Equipment including the location of all cabling and wiring. If Licensee is already in possession, it shall label Licensee's Equipment and deliver as-built drawings to Licensor within sixty (60) days of the execution of this Agreement if it has not already done so.
- 7.5 **Repairs and Maintenance** Licensee, at its own cost and expense, shall keep Licensee's Equipment and any areas in the Building where such equipment is located in a safe and properly maintained condition.
- 7.6 **Liens** Licensee shall be responsible for payment to discharge any liens registered against the Building or the Lands by any third party as a direct or indirect results of Licensee and Licensee shall discharge any such liens from title to the Lands within fifteen (15) Business Days at Licensor's request, failing which, Licensor may forthwith terminate this Agreement and discharge such liens and charge to Licensee the costs incurred by Licensor to so discharge such liens plus fifteen percent (15%).
- 7.7 **Base Building Systems** If Licensor determines that the installation of Licensee's Equipment may affect the structure or any of the mechanical, electrical, HVAC or other basic systems of the Building, then Licensor may require that such work be designed by consultants designated by it and performed by Licensor or its contractors at Licensee's expense in an amount equal to Licensor's cost plus fifteen percent (15%) payable following completion upon demand.
- 7.8 **Relocation** Upon at least ninety (90) days' notice to Licensee, Licensor may, in its sole and reasonable discretion, require Licensee to relocate within the Building any or all of Licensee's Equipment. Licensor shall use reasonable efforts to minimize any adverse effect on Licensee's operations in the course of effecting such relocation. Such costs of relocation shall be allocated as follows: (i) at Licensor's cost during the first year of the Term; (ii) equally between both parties during the second and fifth year of the Term; and (iii) at Licensee's cost after the fifth year of the Term.
- 7.9 **Encumbrances and Interference** 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. Licensee shall correct such interference as soon as possible but not more than twenty-four (24) hours after receiving written notice of such interference.
- 7.10 **Health and Safety** Licensee will strictly comply with all occupational health and safety legislation, workers' compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable.

ARTICLE 8 - INSURANCE AND INDEMNIFICATION

- 8.1 **Insurance** Licensee, at its own expense, shall take out and maintain in force while this Agreement is in effect:
- (i) comprehensive general liability and property damage insurance, including personal liability, contractual liability and owners' and contractors' protective insurance coverage with respect to the Building and Licensee's Equipment covering Licensee's legal liability under this Agreement, in a minimum amount of Ten Million Dollars (\$10,000,000) per occurrence for injury, death or property damage arising out of Licensee's operations pursuant to this Agreement;
 - (ii) insurance in respect of such perils as are from time to time covered in an all risks policy covering Licensee's property on or about the Building, for not less than the full replacement cost thereof and with a replacement cost endorsement;
 - (iii) boiler and machinery insurance on a repair and replacement basis on all equipment owned or leased by Licensee or owned by others, but in the care, custody or control of Licensee and located within the Equipment Room, if applicable; and
 - (iv) any other form of insurance as Licensor may reasonably require from time to time, throughout the term of this License or any extension or renewal thereof, in amounts and for insurance risks against which a prudent licensee under similar circumstances would insure,

which insurance shall contain cross liability and severability of interest clauses, an undertaking by the insurer to notify Licensor in writing within thirty (30) days of any material change adverse to Licensor, in the event of any midterm cancellation without simultaneous replacement of coverage, and a provision that Licensee's insurance is primary and shall not call into contribution any other insurance available to Licensor. Licensee's insurance shall include, as additional insured parties, Licensor and any additional parties Licensor may designate from time to time by notice in writing to Licensee. Licensee shall provide proof of the insurance required by this Agreement prior to bringing any of Licensee's Equipment into the Building or doing any work in the Building. Licensee shall provide Licensor with certificates confirming the required insurance coverage, upon request.

- 8.2 **Indemnification by Licensee** Licensee shall indemnify and save harmless Licensor from and against any loss, suit, claim, action, damage or expense arising out of, from or by reason of, the installation, operation, maintenance, repair, removal and/or use of Licensee's Equipment in the Building except to the extent that any such loss, suit, claim, action, damage or expense is due to the gross negligence or willful misconduct of Licensor or those for whom Licensor is in law responsible.

8.3 Licensor not Liable Licensor shall not be liable to Licensee and Licensee releases Licensor and its officers, directors, employees, agents and contractors for:

- (i) any damage to Licensee's Equipment and deemed area of the Building or loss of, access to or use of such property;
- (ii) the quality, adequacy, compatibility or sufficiency of any communication spaces of the Building provided to Licensee hereunder;
- (iii) 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;
- (iv) any claims resulting from lightning or other electrical current passing through the Building or facilities that cause any damage to Licensee's Equipment or result in the interruption of any service by Licensee;
- (v) the inadequacy of any utility service, or the loss of or the failure to provide any utility service;
- (i) any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of or use of property referred to in subparagraph 8.3(i), or damage to property in respect of which 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 Licensee self-insures; or
- (ii) any injury to any person or for any loss or damage to any property at any time in or upon the Building, howsoever the same shall be caused,

in each case, unless caused or contributed to by the gross negligence or willful misconduct of Licensor.

8.4 No Consequential Damage Neither Licensor nor Licensee will be liable to the other (regardless of any other provision of this Agreement), in respect of any indirect, special, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

ARTICLE 9 - TERMINATION

9.1 Termination by Licensor Licensor may terminate this Agreement on written notice to Licensee if:

- (a) Licensee defaults in the payment of the License Fee or any other sum due under this Agreement, and such default continues for more than ten (10) days after receipt of written notice of such default;
- (b) Licensee defaults in the observance or performance of any of Licensee's obligations under this Agreement and such default continues for more than thirty (30) days after receipt of written notice of such default, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that Licensee promptly commences such cure with reasonable diligence and diligently pursues a full and complete cure of said default;
- (c) Licensee makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of Licensee is conclusive evidence of insolvency; or
- (d) Any event that is specifically dealt with in this Agreement as a cause for termination.

9.2 Removal of Licensee's Equipment Licensee shall, prior to the end of the Term and within sixty (60) days of any early termination of this Agreement, remove Licensee's Equipment and Licensee's property from the Building and restore the Building by repairing any damage resulting from the installation, operation or removal of Licensee's Equipment and Licensee shall leave any areas of the Building Licensee occupied in a tidy and safe condition, reasonable wear and tear excepted. Any property not so removed may, at Licensor's sole option: (a) be removed and stored by Licensor at Licensee's expense; or (b) become the property of Licensor without compensation to Licensee. Any Building damage not repaired by Licensee within seven (7) days of the later of Licensee's removal of Licensee's Equipment or the termination of this Agreement may be repaired by Licensor, and Licensee shall remain responsible to Licensor for the reasonable costs of such repair plus fifteen percent (15%).

ARTICLE 10 - DAMAGE OR DESTRUCTION OF BUILDING

10.1 Right to Terminate In the event the Building is damaged to such an extent that in Licensor's reasonable estimation it can be restored within one hundred and eighty (180) days following the event of casualty, Licensor, at its sole option and expense, may attempt to repair such damage within such one hundred eighty (180) day period. In the event Licensor is unable to repair the damage within one hundred eighty (180) days, Licensor shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to Licensee, in which event Licensee shall remove Licensee's Equipment in accordance with the provisions of Section 9.2 of this Agreement. Licensee's obligation to pay the License Fee shall cease on the date that Licensee removes all of Licensee's Equipment in accordance with the requirements of Section 9.2.

ARTICLE 11 – ASSUMPTION OF RESPONSIBILITY AND CONTROL

- 11.1 **Assumption of Responsibility and Control** Licensor reserves its right, consistent with the applicable decisions and rulings of the CRTC, to request Licensee to transfer responsibility and control of its In-Building Wire. Such transfer shall be at the sole discretion of Licensee and on terms and conditions acceptable to Licensee. If Licensor assumes responsibility and control of In-Building Wire installed by Licensee, it will be entitled to recover the reasonable costs of its maintenance and management to the extent permitted by CRTC only if Licensee continues to use such In-Building Wire.

ARTICLE 12 – HAZARDOUS MATERIALS

- 12.1 **Hazardous Materials** Licensee shall not install, bring upon, or use any hazardous substance into or on the Building 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 use is in compliance with all applicable laws.

ARTICLE 13 – LICENSOR'S ALTERATIONS

- 12.1 **Licensor's Alterations** Despite anything else in this Agreement, Licensor may, at any time, make any 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 Licensor considers necessary to prevent the accrual of any rights in them to any persons; and Licensor 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 Licensee) which serve any part of the Building. No claim for compensation shall be made by Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by Licensor.

ARTICLE 13 - FORCE MAJEURE

- 13.1 **Force Majeure** If either party fails to meet any of its obligations under this Agreement, other than payment obligations, within the time prescribed as a result of force majeure, then 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 means any legitimate cause beyond the reasonable control of such party, excluding lack of funds on the part of such party.

ARTICLE 14 - NOTICES

- 14.1 **Notices** Any Notice pursuant to this Agreement shall be sufficiently given if in writing and personally served, or sent by facsimile or registered mail, and addressed or sent as specified below or as modified from time to time:

- (a) If to Licensor:

Allied Properties REIT
134 Peter St., Suite 1700
Toronto, ON M5V 2H2
ATTN: Legal

With a copy to:
Attention: Technology
Facsimile: 416 977-9053
Telephone: 416 977-9002

- (b) If to Licensee:

TELUS Communications Inc.
25 York Street, Floor 22
Toronto, ON, M5J 2V5

Attention: Richard Johnson, Manager, Building Access
E-Mail: Richard_johnson@telus.com
Telephone: 416-496-6893

ARTICLE 15 - MISCELLANEOUS

- 15.1 **Entire Agreement** This Agreement cancels, replaces and supersedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter herein. This Agreement may only be amended by mutual agreement of the parties in writing.
- 15.2 **Subordination** This Agreement is and will be subject and subordinate in all respects to any and all mortgages, now or hereafter placed on the Building or the Lands, and to all renewals, modifications, consolidations, replacements and extensions thereof.
- 15.3 **Waiver** No failure by either 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.

- 15.4 Successors and Assigns** This Agreement shall not be assigned by Licensee, in whole or in part, without the express written consent of Licensor, not to be unreasonably withheld or delayed, except to an affiliate of Licensee, as defined in the *Canada Business Corporations Act*. A change in control is deemed to be an assignment requiring consent, unless Licensee is a public corporation whose shares are traded and listed on any recognized stock exchange in Canada or the United States. The consent shall not be effective until the permitted assignee has executed an assignment agreement acceptable to Licensor. No assignment whether to an affiliate or otherwise, shall release Licensee from any liability or obligation under this Agreement, unless Licensor provides a release in writing. Licensee shall reimburse Licensor for all reasonable costs incurred by Licensor in preparing, approving any such assignment and consent payable upon delivery of the consent to the assignment. This Agreement shall be binding upon, and shall enure to, the benefit of the parties and their respective successors and permitted assigns. Upon any transfer of the Building by Licensor, including, without limitation, a lease, Licensor shall be released of all of its obligations to Licensee under this Agreement.
- 15.5 Estoppel Certificates** Licensee will provide to Licensor from time to time, within ten (10) Business Days of Licensor's written request in each case, at no cost to Licensor, a statement duly executed by Licensee confirming the status of this Agreement which statement will include such information that Licensor reasonably requests pertaining to this Agreement or Building.
- 15.6 Limit of Liability** Any liability of the Licensor under this Agreement shall be limited to its interest in the Building from time to time. If the Licensor consists of more than one Person, the liability of each such Person shall be several and be limited to its percentage interest in the Building. If the Licensor is a partnership, joint venture or co-tenancy, the Licensee shall look solely to the assets of such partnership or joint venture or the co-licensees' interest in the Building, whichever shall be the case, for the collection or satisfaction of any money or judgment which the Licensee may recover against the Licensor, and the Licensee shall not look for the collection or satisfaction of any such money or judgment to the personal assets or any Person who shall at any time be a partner joint venturer or co-tenant in or under such partnership, joint venture or co-licensee. Notwithstanding any other provision herein, it is hereby acknowledged and agreed that no obligations or liabilities, whether actual or contingent, of any real estate investment trust ("REIT") which may have any interest in the Building, or which may be the Licensor or a Building Owner, are personally binding upon, and neither resort nor recourse shall be had to, nor shall satisfaction be sought from, the property of any kind whatsoever (including, without limitation, any private property consisting of or arising from a distribution by the REIT of any nature) of any of the trustees of the REIT, any registered or beneficial holder of securities (including units) of the REIT or any annuitant under a plan of which a holder of securities (including units) of the REIT acts as trustee or carrier, or any officers, employees or agents of the REIT, and it is hereby further acknowledged and agreed that all obligations and liabilities of the REIT shall be satisfied only out of and recourse shall limited exclusively to the property and assets of the REIT which constitute its interest in the Building, if any.
- 15.7 Licensee's Representation** Licensee represents to 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 Licensee's Equipment includes back-up, redundant and "fail safe" features so that the risk of damage, malfunction or disruption of Licensee's Equipment disrupting service to customers or other third parties utilizing that network and equipment is minimized.
- 15.8 General Terms** 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. This Agreement will be governed by the laws of the province in which the Building is situated.

IN WITNESS WHEREOF the parties have executed this Agreement.

LICENSOR:

Per: _____

Name: _____

Title: _____

I have authority to bind the Corporation

LICENSEE:

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/We have authority to bind the Corporation

SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS

PCL 1-1 SEC M159; LT 1 PL M159 TORONTO; LT 2 PL M159 TORONTO; LT 3 PL M159 TORONTO; LT 4 PL M159 TORONTO; LT 5 PL M159 TORONTO; T/W A ROW OVER, IN AND ALING THE PRIVATE LANE ABOUT 11 FT 10 INCHES WIDE LYING N OF SAID LANDS; TORONTO, CITY OF TORONTO

SCHEDULE C

LICENSE FEE AND TERM

TERM: Five (5) years.

COMMENCEMENT DATE: December, 2018

FEES: Licensee shall pay to Licensor an annual License Fee based on thirty (30) square feet and multiplied by Thirty Seven Dollars and Fifty Cents (\$37.50) per square foot.

ACTUAL EQUIPMENT SPACE OCCUPIED BY LICENSEE: twelve (12) square feet

ANNUAL FEE FOR THE TERM: One Thousand Hundred Twenty Five Dollars (\$1,125.00)

The License Fee for the initial Term as set forth in this Schedule C shall be payable in advance, on an annual basis, meaning for the twelve (12) month period commencing on the Commencement Date. Subsequent payments shall be due and payable on the first day of each anniversary of the Commencement Date thereafter. For clarity, an administration fee of fifteen percent (15%) shall not apply to the current annual fee of the existing term or any extension or renewal thereof.

SCHEDULE D

RECOVERABLE COSTS

The Recoverable Costs are the costs of:

- (a) architectural, mechanical and electrical consulting fees to provide or review architectural, electrical and heating, ventilating and air-conditioning design for construction of additional main terminal room or point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of Licensee's Equipment;
- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate Licensee's requirements;
- (c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for Licensee's Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;
- (d) the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of Licensee;
- (e) construction for additional space or reconstruction or modification of existing space to accommodate Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of Licensee including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;
- (f) any other reasonable costs of facilitating the initial set up of Licensee's operations within the Building; and
- (g) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 7(a) for initial set-up and for material installations and changes, except that, regardless of what is provided in Section 6(a) of this Agreement, where a charge is imposed by Licensor, the total charges for such review will not exceed Two Thousand Dollars (\$2,000.00) plus HST and fifteen percent (15%) administration fee for initial set-up and Seven Hundred and Fifty Dollars (\$750.00) plus HST and fifteen percent (15%) administration fee for material installations and changes in each instance.