

**TELECOMMUNICATIONS LICENSE CONFIRMING AND AMENDING AGREEMENT**

**THIS AGREEMENT** is made on the 17<sup>th</sup> day of August, 2016.

**BETWEEN:**

**389199 ONTARIO LIMITED**

(the "Licensor")

and

**BELL CANADA**

(the "Licensee")

**BACKGROUND TO THIS TELECOMMUNICATIONS LICENSE CONFIRMING AND AMENDING AGREEMENT**

- A. By a telecommunications license agreement dated January 1, 2012 between the Licensor and the Licensee (the "License"), the Licensee was granted a non-exclusive license to, among other things, use certain portions of the building (the "Building"), municipally known as 20 Hughson Street South, Hamilton, Ontario, including, without limitation, Communications Spaces, Deemed Area (deemed area of 78 square feet) and the Equipment Room in the Building (all as defined and as more particularly described in the License) for the purpose of providing Services (as defined in the License) to the tenants or occupants of the Building, on the terms set out in the License for a term of five (5) years, commencing January 1, 2012 and expiring on December 31, 2016 (the "Term").
- B. The Licensee has notified the Licensor of its intention to exercise its option pursuant to the License, and the Licensor and the Licensee have agreed to extend the Term for five (5) years, commencing January 1, 2017 up to and including December 31, 2021 and the parties have agreed upon the license fee payable and other terms respecting such extension.

**NOW THEREFORE**, in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Licensor and the Licensee agree as follows:

1. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
2. The Licensor and the Licensee hereby acknowledge and agree that the Licensee has validly exercised its option pursuant to the License and the Term of the License has been extended for five (5) years, commencing January 1, 2017 up to and including December 31, 2021 (the "First Extended Term").
3. The Licensee Fee payable during the First Extended Term shall be calculated as follows:

The License Fee for the First Extended Term shall be determined in accordance with Paragraph 4(b) of the License based on the annual License Fee paid during the initial Term in the amount of Three Thousand Dollars (\$3,000.00). The Licensor and the Licensee agree that as soon as reasonably practicable after the commencement date of the First Extended Term, the Licensor and

the Licensee shall execute a letter agreement which sets out the precise License Fee payable during the First Extended Term. Pending the determination of the License Fee for the First Extended Term, the License Fee shall continue at the same rate as before and all necessary adjustments shall be made upon determination of the License Fee as set out above. The License Fee and any applicable taxes including the Harmonized Sales Tax (HST) and any provincial sales taxes shall be paid annually, in advance, commencing on January 1, 2017.

Value added taxes and similar taxes such as "HST" or "GST" are payable by the Licensee in addition to all other fees, charges and taxes payable under this License, provided that the Licensor provides to the Licensee its registration number for the purpose of payment of such tax. The Licensor's GST/HST registration number is 896442144 RT 0003

4. The amount payable by the Licensee on account of hydro for the First Extended Term shall be based on the annual fee paid during the initial Term in the amount of Seven Hundred Dollars (\$700.00) increased by an amount equal to the percentage change in the Consumer Price Index (all items) published by Statistics Canada from the commencement date of the initial Term to the commencement date of the First Extended Term.
5. The Licensee shall have the option to extend the Term of the License for two (2) additional terms of five (5) years each, namely for the term commencing January 1, 2022 (the "Second Extended Term") and for the term commencing January 1, 2027 (the "Third Extended Term") (individually, an "Extension Term"), provided that written notice is given to the Licensor at least one hundred and twenty (120) days prior to the commencement of the applicable Extension Term. Each Extension Term shall be upon the same terms and conditions as contained in the License, except that the annual license fee for each Extension Term shall be as follows:
  - (a) For the Second Extended Term, the License Fee shall increase by an amount equal to the percentage change in the Consumer Price Index (all items) published by Statistics Canada from the commencement date of the First Extended Term to the commencement date of the Second Extended Term; and
  - (b) For the Third Extended Term, the License Fee shall increase by an amount equal to the percentage change in the Consumer Price Index (all items) published by Statistics Canada from the commencement date of the Second Extended Term to the commencement date of the Third Extended Term.
6. Paragraph 20 of the License with respect to notice to the Licensor and the Licensee shall be amended by inserting the following information on the Information Page with respect to the Licensor and the Licensee:

to the Licensor: **389199 ONTARIO LIMITED**  
**c/o Wilson-Blanchard Property Mgmt.**  
 701 Main Street West, Suite 101  
 Hamilton, ON, L8S 1A2

Attention:

Fax: (905) 546-0007

to the Licensee: c/o SNC-Lavalin O&M Solutions Inc.  
87 Ontario Street West, 6<sup>th</sup> Floor  
Montreal QC H2X 0A7

Attention: Department, Client Services; and  
Department, Lease Administration

Fax: (514) 840-8404

With a copy to: Bell Canada  
Real Estate Services  
87 Ontario Street West, 6<sup>th</sup> Floor  
Montreal, QC H2X 1Y8

Attention: Director, Strategic Asset Planning

Fax: (514) 391-7990

7. Except as specifically amended by the terms, covenants and agreements of this Agreement, all covenants, conditions and agreements as reserved and contained in the License, are hereby ratified and confirmed.
8. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Agreement.
9. It is an express condition of this Agreement that the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, as amended, be complied with.
10. This Agreement may be executed in several counterparts and delivered by facsimile or pdf copy, each of which when so executed shall be deemed to be an original and such counterparts shall constitute one and the same instrument.
11. All capitalized terms not defined in this Agreement shall have the same meaning as in the License.
12. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
13. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or unenforceability of any other provision, but shall be deemed to be severable.
14. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.

*[signature page follows]*

The Licensor and the Licensee have duly caused this Agreement to be executed.

**389199 ONTARIO LIMITED**

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

Name:

Title: *PROPERTY MANAGER*

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

Name:

Title:

I/We have authority to bind the Corporation.

**BELL CANADA**

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

Name:

Title: Sr. Specialist, Asset Management

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

Name:

Title:

I/We have authority to bind the Corporation.