

## Building Access Licence Agreement

<b>Description of "Building"</b> (Street Name, Number, City, Province, Postal Code)
66 Devonshire Ave, Tillsonburg, ON, N4G 4T4

IN WITNESS WHEREOF, and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties hereto), the Parties agree, intending to be legally bound, by the Agreement and execute the Agreement as of the date below:

<b>Execulink</b>	Execulink Telecom Inc.	<b>Licensor</b>	Williams and McDaniel
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Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### TERMS AND CONDITIONS OF BUILDING ACCESS LICENCE AGREEMENT

#### 1. DEFINITIONS

“**Affiliate**” means a company that is affiliated with another within the meaning of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended or supplanted from time to time;

“**Agreement**” means this Building Access Licence Agreement;

“**Broadcasting**” has the meaning ascribed to it in the *Broadcasting Act*, S.C. 1991, c.11, as amended or supplanted from time to time;

“**Building**” or “**Building(s)**” means the building(s) municipally described on the first page of this Agreement;

“**Business Day**” means any day that is not Saturday, Sunday, or a Statutory Holiday;

“**Business Hours**” means between 8:30 AM and 5:30 PM Eastern Standard Time or Eastern Daylight Savings Time when applicable, on a Business Day;

“**Cable**” means fibre optic, coaxial, copper cables and wires;

“**Confidential Information**” has the meaning ascribed to it in Section 14;

“**Effective Date**” means the date cited on the first page of the Agreement;

“**Extension Term**” means the extension term(s) described in Section 5.2;

“**Execulink**” is the Party so defined on the first page of the Agreement;

“**Execulink’s Telecommunications Equipment**” means all Telecommunications Equipment, excluding Execulink’s Wire, installed or owned by Execulink;

“**Execulink’s Wire**” means In-Building Wire and Inside Wire that are installed or owned by Execulink;

“**Force Majeure**” has the meaning ascribed to it in Section 19;

“**In-Building Wire**” means Cables installed in a fixed and permanent manner in Telecommunications Spaces and which originate in Telecommunications Rooms and run to the Inside Wire;

“**Inside Wire**” means Cables that are in, or in proximity of, premises of the owners, tenants or occupants of the Building and which are under those persons’ or entities’ responsibility and control;

“**Initial Term**” means the initial term of the Agreement described in Section 5.1;

“**Lands**” mean the lands on which the Building is located, as described on the first page of this Agreement;

“**Licence**” has the meaning ascribed to it in Section 3.1;

“**Licensor**” is the Party so defined on the first page of the Agreement;

“**Party**” means Licensor or Execulink;

“**Parties**” means Licensor and Execulink;

“**Services**” means Telecommunications, Broadcasting or other communications services provided, pursuant to separate commercial agreements, by Execulink to the Licensor, tenants, unit owners and / or other occupants of the Building;

“**Statutory Holiday**” means any day during which banks are not open for business in the city of Woodstock, Ontario;

“**Telecommunications**” means the emission, transmission or reception of intelligence by any wire, cable, radio, optical or other electromagnetic system, or by any similar technical system;

“**Telecommunications Equipment**” means Cables, cabinets, racks, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts, routers, switches, servers, and all other communications equipment and hardware located in, on, over or under the Building;

“**Telecommunications Rooms**” means areas within the Building that are described on the first page of this Agreement and used as principal hubs for the location of Telecommunications Equipment;

“**Telecommunications Spaces**” means Telecommunications and Cable pathways through the rooftop and in, on, over, or under the Building, installed or used for deployment of Telecommunications Equipment, In-Building Wire and Inside Wire;

“**Term**” has the meaning ascribed to it in Section 5.3; and

“**TSP**” means telecommunications service provider.

#### 2. RELATIONSHIP OF PARTIES

The relationship between the Licensor and Execulink is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the Parties as employer/employee, landlord/tenants, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. In its dealing with unit owners, tenants and other occupants of the Building, Execulink will act as an independent contractor and will enter into a separate, direct contractual relationships for the Services with the Licensor, each unit owner, tenant or any other occupant of the Building as may be applicable from time to time.

#### 3. GRANT OF LICENCE

**3.1 Licence.** The Licensor grants to Execulink, for the Term, a non-exclusive, royalty-free, sub-licensable and transferable licence to access the Building (hereinafter called “**Licence**”): (a) Provide the Services within the Building pursuant to separate commercial agreements; (b) Supply, engineer, install, operate, configure, maintain, repair, modify, improve, replace and remove, at Execulink’s sole expense and risk, Execulink’s Wire and Execulink’s Telecommunications Equipment; and (c) Use the Telecommunications Rooms and Telecommunications Spaces in order to exercise the licences under Section 3.1(a) and (b).

Execulink shall be provided access to the common areas of the Lands (including common areas licenced to third parties on a non-exclusive basis) and the Building in order to exercise its Licence, twenty four hours per day, throughout each year.

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Execulink shall access the Building only in order to exercise the Licence under this Section 3.1(a) through (c) at any time subject to: (i) the Licensor's reasonable security requirements; (ii) the notice requirements described in Section 9.2; and (iii) an event of Force Majeure.

The Licensor shall also assist in granting Execulink access into individual units within the Building to install Execulink's Wire and Execulink's Telecommunications Equipment in the units.

**3.2 Execulink's Provision of Internet Service to Licensor.** As part of the consideration for the Licence, Execulink shall provide, at no cost to Licensor but on all other terms on which such services are normally provided by Execulink to its end-users, Internet service to the Licensor's office in the Building and/or the superintendent's unit in the Building.

**3.3 Contracting with Other TSPs During Term.** During the Term, the Licensor may grant licences to other TSPs to access the Building subject to the following conditions: (a) The Licensor will not enter into any agreement that would interfere with Execulink's rights under the Agreement; and (b) To the extent allowed by applicable law, no other party may utilize Execulink's Wire or Execulink's Telecommunications Equipment without the express written consent of Execulink which may be reasonably withheld and subject to terms and conditions, including compensation, to be determined by Execulink on a case by case basis.

### 4. OWNERSHIP OF EXECULINK'S TELECOMMUNICATIONS EQUIPMENT

Except as otherwise provided in this Agreement, Execulink's Wire and Execulink's Telecommunications Equipment shall remain personal property of Execulink although it may be affixed or attached to the Building during the Term of this Agreement. Execulink's Telecommunications Equipment shall also remain Execulink's personal property upon the termination of the Agreement and shall be removable by Execulink.

### 5. TERM AND TERMINATION

**5.1 Initial Term.** The initial term of the Agreement begins on the Effective Date and, unless otherwise terminated in accordance with the provisions of the Agreement, will expire ten (10) years from the Effective Date ("**Initial Term**").

**5.2 Extension Terms.** Unless otherwise terminated in accordance with the provisions of the Agreement, at the conclusion of the Term, the Agreement will automatically extend for subsequent periods of ten (10) years (each such period referred to as "**Extension Term**"). In all cases, if there is at least one (1) active customer of Execulink in the Building, this Agreement, at the conclusion of the Term, shall automatically extend for a subsequent Extension Term.

**5.3 Term.** The term of the Agreement ("**Term**") consists of the Initial Term and any Extension Terms.

**5.4 Termination of Licence.** The Licence will expire or terminate together with the expiration or earlier termination of this Agreement.

**5.5 Non-Extension by Licensor.** Subject to Sections 5.2 and 5.6 of this Agreement, if the Licensor does not wish this Agreement to continue after the Initial Term or any Extension Term, it must provide six (6) months written notice to Execulink. If the Licensor does not provide such six (6) months written notice prior to the expiry of the Initial Term or any Extension Term, the Term of this Agreement shall automatically extend in accordance with Section 5.2 above.

**5.6 No Termination if Active Customers.** Notwithstanding anything to the contrary in this Agreement, the Licensor shall not be allowed to terminate this Agreement, including by way of providing notice of non-extension pursuant to Section 5.5, until there are no active customers of Execulink in the Building.

**5.7 Early Termination by Execulink.** Execulink may terminate the Agreement at any time upon three (3) months written notice to Licensor.

**5.8 Termination for Breach.** Either Party may terminate this Agreement by giving notice in writing to the other Party if the other Party commits a material breach with respect to a material provision of this Agreement and does not remedy that breach within thirty (30) days after receiving written notice of the breach.

**5.9 Additional Termination Rights.** Notwithstanding anything else in this Agreement, either Party may terminate this Agreement at any time by giving written notice to the other if the other: (i) becomes insolvent or bankrupt; (ii)

ceases doing business in the ordinary course; (iii) appoints, or has appointed for it, a receiver or trustee in bankruptcy; (iv) makes an assignment or takes any other action for the benefit of its creditors; (v) has instituted against it any proceeding in bankruptcy, receivership or liquidation, and such proceedings continue for thirty (30) calendar days without being dismissed; or (vi) is wound up or dissolved.

**5.10 Termination, Execulink's Wire and Execulink's Telecommunications Equipment.** In the event that any non-renewal or termination rights are exercised pursuant to this Agreement, Execulink is entitled to uninstall, remove, recover and / or salvage any Execulink's Telecommunications Equipment. Execulink shall remove these items within thirty (30) days of the date of termination, and all provisions of this Agreement shall apply during this thirty (30) day period. Upon termination, rights of ownership with respect to Execulink's Wire will transfer from Execulink to Licensor.

**5.11 Government Actions.** If the action of a governmental authority requires modification of: (i) the Services or (ii) the terms on which they are provided which are inconsistent with the terms of this Agreement or which impair Execulink's ability to provide the Services in an economical or technically practical fashion, then (a) this Agreement will be deemed amended in a manner to allow Execulink to fulfil its legally mandated obligations, or (b) Execulink may, at its option, terminate this Agreement upon thirty (30) days' written notice to the Licensor or such other period reasonably agreed upon by the Parties.

### 6. UTILITIES

**6.1 Licensor Responsible for Cost of Electricity.** Licensor agrees to pay all utility fees and charges related to the electricity consumption that Execulink reasonably requires for the performance of its obligations under this Agreement.

**6.2 Planned Outages.** Licensor shall notify Execulink in advance of any planned utility outages that may interfere with any Telecommunications Equipment but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages providing reasonable notice of such planned utility outages was provided.

**6.3 Unplanned Electricity Outages.** Licensor agrees to provide, at its sole expense, emergency or "backup" power to Execulink for the duration of any unplanned electricity outages. Licensor also acknowledges that an unplanned electricity outage may constitute a situation requiring emergency access pursuant to the terms of Section 9.2.

### 7. RENT AND OTHER CHARGES

The Licensor shall not charge Execulink any rent, royalty, occupancy fees or any amounts related to the availability or consumption of utilities, or any other charges whatsoever, for the Term of this Agreement.

### 8. CONSTRUCTION

**8.1 Inspection and Modifications.** The Licensor will permit Execulink to complete an initial inspection of the Building, Telecommunications Rooms and Telecommunications Spaces to ensure that Execulink's technical requirements are met, and if such requirements are not met, the Licensor authorizes Execulink to modify the Telecommunications Rooms and Telecommunications Spaces on the Licensor's behalf at Execulink's sole cost and discretion to comply with the technical requirements. If available, upon request from Execulink, the Licensor shall provide a current set of electrical and site plans.

**8.2 Installation and Construction Standards.** Execulink agrees that installation and construction of Execulink's Wire, Execulink's Telecommunications Equipment and Telecommunications Spaces shall be performed: (i) in accordance with applicable industry standards as well as the Licensor finishing standards; (ii) strictly consistent with such reasonable requirements as shall be required by the Licensor and communicated in advance to Execulink in writing; and (iii) in accordance with all applicable laws, rules and regulations.

**8.3 Permits, etc.** Execulink shall obtain, at its sole cost and expense, prior to construction and installation work, any necessary permits, licences and approvals, copies of which will be delivered to the Licensor prior to commencement of any such work. Execulink's Wire and Execulink's Telecommunications Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over Execulink's operations.

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### 9. ACCESS

**9.1 Access During and Outside of Business Hours.** Execulink's authorized representatives may have reasonable access to the Building and Lands at all times during Business Hours, and at other times as agreed by the Parties in advance, for the purposes of installing, configuring, maintaining, operating, improving, modifying, repairing, replacing or removing Execulink's Wire or Execulink's Telecommunications Equipment. The Licensor grants ingress and egress rights to the Building, including all Telecommunications Rooms and Telecommunications Spaces, for all of Execulink's authorized employees and properly authorized contractors, subcontractors and agents.

**9.2 Emergency Access.** In the event of an emergency, unless the nature of the emergency renders such advance notice impracticable, Execulink shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Building and/or Lands and, within five (5) Business Days following the entry, shall provide to the Licensor, upon request, a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.

### 10. INSURANCE

**10.1 Execulink Insurance.** Execulink shall maintain at all times during the Term, from insurance companies which have a Best's Key Rating Guide rating of at least A, Commercial general liability insurance including coverage for personal injury, bodily injury, death and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Execulink's operations, in the amount of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence.

**10.2 Licensor's Insurance.** Licensor shall maintain at all times during the Term, from insurance companies which have a Best's Key Rating Guide rating of at least A: (1) standard form "all risk" property insurance insuring against the perils of fire, vandalism, malicious mischief extended coverage and any other damage covering the Building and all fixtures and chattels therein except Execulink's Wire and Execulink's Telecommunications Equipment; and (2) commercial general liability insurance including coverage for personal injury, bodily injury, death and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Licensor's operations, in the amount of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence.

**10.3 Proof of Insurance.** Both Parties shall provide proof of the insurance policies described in Sections 10.1 and 10.2 on the Effective Date. Parties agree to provide at least thirty (30) days written notice to the other Party if an insurance policy under Section 10.1 or 10.2 is cancelled or changed materially. Annually, on the anniversary of the Effective Date, either Party may request proof of insurance from the other Party, which will be provided in the form of insurance certificates signed by an insurance broker or an insurer's authorized representative.

### 11. REPRESENTATIONS WARRANTIES AND COVENANTS OF THE PARTIES

**11.1 General Representations and Warranties.** Each Party represents and warrants in favour of the other Party as follows:

- (1) it is a corporation duly incorporated, amalgamated or continued, and existing, under the laws of Canada or a Province or Territory of Canada, and has all necessary corporate power and capacity to enter into and perform its obligations under this Agreement;
- (2) it has taken all necessary corporate action to authorize the execution and delivery by it of its obligations under this Agreement.
- (3) it has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium and other similar laws generally affecting the enforcement of creditors' rights.
- (4) subject to the provisions of Section 8.3, no authorization, consent, permit, exemption, approval or other action by, or filing with, or notice to, any governmental authority is required in connection with the execution and delivery by it of this Agreement or the performance of its obligations under this Agreement.

- (5) the execution and delivery by it of this Agreement, and the performance of its obligations under this Agreement, do not and will not breach or result in a default under: (a) any of its constating documents; (b) any applicable law to which it is subject; or (c) any contract or covenant by which it is bound; and
- (6) there is no action, litigation or other proceeding in progress, pending or, to its knowledge, threatened against it which might result in a material adverse change in its financial condition or which would materially adversely affect its ability to perform its obligations under this Agreement.

The Licensor represents and warrants that: (i) no building rule is in force that would prevent or limit either Party from: (a) entering into this Agreement; and/or (b) performing its obligations hereunder; (ii) the Licensor has sufficient right, title and interest in the Building to grant this Licence; and (iii) if any of the Building is a condominium building or co-ownership, the Licensor has satisfied the requirements under the laws of the province in which the Building is located relating to condominiums or co-ownership of property with respect to entering into any agreement type to which this Agreement belongs.

**11.2 Representations and Warranties Continuously Given.** All representations and warranties of the Parties will be deemed to be continuously given throughout the Term.

**11.3 Execulink's Covenants.** Execulink covenants as follows:

- (1) Execulink shall, at its sole cost and expense, repair any damage to the Building, Telecommunications Spaces and any other property owned by the Licensor or by any lessee or other Execulink of the Licensor or by any other occupant of the Building where such damage is caused by Execulink or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If Execulink fails to repair or refinish the damage, the Licensor may repair or refinish such damage and Execulink shall reimburse the Licensor all costs and expenses incurred in such repair or refinishing;
- (2) Execulink shall not interfere with the use and enjoyment of the Building by the Licensor or by owners, tenants or occupants of the Building. If such interference occurs, the Licensor may give Execulink written notice thereof and Execulink shall correct same as soon as possible; and
- (3) Execulink 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.

**11.4 Licensor's Covenants.** The Licensor covenants as follows:

- (1) To operate, repair and maintain the Building and Building systems in a safe and proper operating condition and in accordance with accepted building industry standards;
- (2) To use the same standard of care to protect Execulink's Wires and Execulink's Telecommunications Equipment that the Licensor would use with its own property;
- (3) Not to damage, tamper, interfere or connect to Execulink's Wires and Execulink's Telecommunications Equipment;
- (4) That any consent or approval of the Licensor pursuant to the terms of this Licence shall not be unreasonably withheld, conditioned or delayed;
- (5) If the operation of other equipment or the activities of third parties in or in respect of the Building interferes with the operation of Execulink's Wires or Execulink's Telecommunications Equipment, the Licensor shall, to the extent that it is commercially reasonable, upon being provided by Execulink with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist Execulink in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference; and
- (6) The Licensor shall immediately notify Execulink in the event of any sale, conveyance, assignment or transfer (collectively, a "Transfer") of all or part of a Building (the "Subject Building"). Upon any Transfer, the Licensor shall cause the transferee to execute and deliver to Execulink an agreement whereby the transferee agrees to assume and be bound by all the rights and obligations of the Licensor as set out herein as they apply to the Subject Building as if the transferee was an original signatory hereof (the

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“**Assumption**”). Upon the date any such sale or Assumption becomes effective, the Licensor shall be released from its obligations under this Agreement in respect of the Subject Building (save and except for any outstanding obligations arising hereunder prior to such Assumption).

**11.5 General Limitations.** Nothing in this Agreement will require Execulink to: (a) perform any services not provided for in this Agreement; or (b) make any change or addition that will require any capital expenditures by Execulink without the prior agreement of Execulink.

### 12. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM), WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

### 13. INDEMNIFICATION

EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SHAREHOLDERS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, CLAIMS, DAMAGES, INJURY AND LOSSES TO PERSON OR PROPERTY WHICH RESULT FROM OR ARE ATTRIBUTABLE TO THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE INDEMNIFYING PARTY OR ITS AGENTS, CONTRACTORS OR LAWFUL REPRESENTATIVES OR TO THE UNLAWFUL OR NEGLIGENT USE OF THE BUILDING OR EXECULINK'S WIRE OR EXECULINK'S TELECOMMUNICATIONS EQUIPMENT BY SUCH INDEMNIFYING PARTY OR ITS AGENTS, CONTRACTORS OR LAWFUL REPRESENTATIVES.

### 14. CONFIDENTIAL INFORMATION

“**Confidential Information** provided by one Party to the other Party in connection with the negotiation, preparation or performance of this Agreement (“**Receiving Party**”). Confidential Information excludes any data, documentation or other information which is: (i) in the public domain at the time of disclosure; (ii) becomes publicly available through no fault of the Receiving Party; (iii) is known to the Receiving Party prior to receipt thereof from the Disclosing Party, free of any confidentiality obligation; (iv) is available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, if that source or its source is not in breach of any obligations of confidentiality to the Disclosing Party; or (v) is required by law to be disclosed pursuant to Telecom Decision CRTC 2003-45.

Confidential Information shall remain the property of the Disclosing Party. The Receiving Party shall use commercially reasonable efforts to protect the confidentiality of all Confidential Information, using at least the same standard of care as it uses to protect its own Confidential Information, but in any event, a reasonable standard of care. Neither Party shall at any time, without the prior written consent of the other Party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other Party. Each Party shall allow the disclosure of such information within its own organization, if applicable, only on a need-to-know basis and only to individuals who have agreed to maintain the confidentiality of such Confidential Information. If the recipient reproduces any part of such information for permitted use within its own organization, the recipient shall indicate the Disclosing Party's proprietary interest in all such reproductions. Notwithstanding the foregoing, the Parties further agree that the Receiving Party may disclose Confidential Information to its employees, contractors, directors, officers, representatives, or advisors who are bound by an obligation to treat Confidential Information in a manner no less stringent than required by this Agreement. The Receiving Party shall remain responsible for any breaches of this Section 14 by any of such employees, contractors, directors, officers, representatives, or advisors. The obligation to keep Confidential Information confidential shall survive termination or expiration of this Agreement, however caused, for a period of five (5) years. A Party may disclose Confidential Information if required by a governmental agency, by operations of law, or if

necessary in any proceeding to establish rights or obligations under this Agreement, provided that the Party required to make the disclosure gives the other Party reasonable prior written notice sufficient to permit that other Party an opportunity to contest such disclosure. Since a breach of this Section 14 of the Agreement by either Party may cause irreparable harm to the other Party for which monetary damages may be inadequate, in addition to other available remedies, the non-breaching Party may seek injunctive relief for any apprehended or actual violation hereof in addition to any other remedies available at law. As soon as practicable, Receiving Party shall notify Disclosing Party of any breach of this Section 14 of the Agreement.

### 15. NOTICE

All notices necessary under this Agreement shall be given in writing, and either delivered personally, by mail postage-prepaid and return receipt requested, or sent by a courier that records delivery information, by e-mail addressed using the contact information set out on the first page of this Agreement.

Notices, if personally delivered, will be deemed to have been received the same day, or if sent by express courier, will be deemed to have been received upon delivery, as indicated in the express courier's record of delivery. Notices delivered by e-mail shall be considered to have been received by the date and time that the email leaves the sender's information system, as evidenced by the time stamp recorded by the sender's information system. Notices sent by mail shall be deemed to have been received on the fifth (5<sup>th</sup>) day after posting. Neither Party shall use the mail to provide a notice to the other in the event of an actual or apprehended disruption to the postal service due to a labour dispute or otherwise.

### 16. ASSIGNMENT

Neither Party may assign this Agreement in whole or in part without obtaining the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in this Agreement, Execulink shall have the right to assign this Agreement to one or more of its Affiliates without the Licensor's prior consent.

### 17. ENTIRE AGREEMENT

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

### 18. APPLICATION TO ALL BUILDINGS

This Agreement pertains to each separate Building listed on the first page of the Agreement. Where applicable, the terms and conditions of this Agreement shall be interpreted by the Parties and by any third-party adjudicator as if such terms and conditions apply to each Building separately from the other Buildings. For greater certainty, in the event that this Agreement is terminated with respect to anyone Building (whether pursuant to the terms of this Agreement or otherwise), the terms and conditions of this Agreement shall remain in full force and effect, unamended in respect of the remaining Building(s) for the Term.

### 19. 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 is caused, or materially contributed to, by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such Party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, Force Majeure shall include, but is not limited to: any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotion or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause or event beyond the reasonable control of such Party, and which, by the exercise of due diligence, such Party could not have prevented, but lack of funds on the part of such Party shall not be deemed to be a Force Majeure.

### 20. WAIVERS

A waiver by the Licensor or Execulink of any breach of the terms, covenants and conditions of this Agreement shall not be deemed to be a waiver of the terms,

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covenant or condition or of any subsequent breach of the Agreement or any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to have been waived unless the waiver is in writing and signed by the Party purporting to provide such waiver, and then only to the extent provided for in the written waiver.

### **21. CHOICE OF LAW/VENUE**

The Parties agree that the substantive laws of the Province of Ontario and laws of Canada applicable therein will be applied to govern, construe and enforce all of the rights and duties of the Parties arising from or relating in any way to the subject matter of this Agreement. Licensor and Execulink each consent to the exclusive personal jurisdiction of the Canadian Radio-television and Telecommunications Commission and to the personal jurisdiction and venue of the courts located in Toronto, Ontario for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of this Agreement.

### **22. INVALIDITY AND SEVERABILITY**

If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be construed as if such part had never been part of this Agreement, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the void, prohibited, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such void, prohibited, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such void, prohibited, or unenforceable provision as may be possible and be legal, valid and enforceable.

### **23. SURVIVAL**

The provisions of this Agreement that by the nature are intended to survive the termination of this Agreement however caused, shall so survive.

### **24. INTERPRETATION**

Unless otherwise provided, all terms shall have the meaning given them in the ordinary English usage and as customarily used. Words in any gender shall include all other genders. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. The headings in this Agreement shall not affect the interpretation of any provision of this Agreement. The words "including" and "includes" mean "including without limitation" and "includes without limitation". Unless explicitly indicated otherwise, a reference to a "Section", refers to section of the document forming part of this Agreement in which the reference occurs. All references to currency are references to lawful currency of Canada.

### **25. HEADINGS**

The Section and other headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any of the provisions of this Agreement.

### **26. COUNTERPARTS AND ELECTRONIC DELIVERY**

This Agreement and any amendment thereto may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument. The transmittal of signatures or of signed copies of this Agreement, any amendment thereto and notices required or permitted to be given hereunder by email hereby constitutes good and valid execution and delivery of such document and are legally binding on both Licensor and Execulink.

### **27. NO RULE OF CONSTRUCTION**

No provision of this Agreement shall be interpreted or construed against any Party because such Party or its legal counsel was involved in the drafting of the provision.