

Bell

Bell

TELECOMMUNICATION AND BUILDING ACCESS LICENSE
ACCESS ONLY - WIRELINE & INTERNET - RENTAL PORTFOLIO

This License is made as of the date last signed by both parties below (the "Effective Date").

WHEREAS Briarlane Rental Property Management Inc. acts as property manager and agent for the owners (each being an "Owner") of the multi-unit dwelling building(s) (each, individually, a "Building") all as further described in Schedule A hereto with respect to the matters contained herein.

In consideration of the mutual rights and obligations herein expressed, the sum of \$2.00 paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) Bell Canada each Owner agree as follows:

1. Owner hereby grants to Bell Canada and any Affiliates of BCE Inc. ("Affiliates" as defined in the *Canada Business Corporations Act*, as amended) including without limitation, those for whom Bell Canada is responsible in law (hereinafter, collectively referred to as "Bell") at no cost or charge to Bell, a non-exclusive right and license to:

- i. enter on and gain access in, over or under the multi-unit dwelling building(s) described in Schedule "A" (each, individually, a "Building") and the common elements and other common areas of the Building, including without limitation, access to and use of, one or more rooms or other segregated spaces in, on, over or under the Building, the location of which has been first approved in writing by the Owner (the "Equipment Space(s)") for the purposes of making available and providing wireline, internet and other communication services subject to CRTC (as hereinafter defined) rulings from time to time, (collectively the "Bell Services") to, tenants or residents of the Building (collectively, the "Occupant(s)"); and
- ii. use, construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace Equipment in, on, over or under the Building. "Equipment" includes but is not limited to any hardware, wire, cabling, infrastructure or otherwise (excluding conduit), which is necessary and incidental to enable and deliver Bell Services to Occupants, unless size and quantity of Equipment is materially increased, in which case Bell shall obtain the Owner's prior consent, which consent shall not be unreasonably withheld. Nothing herein limits Bell's ability to change, alter or replace the Equipment with new and/or different equipment necessary to provision the Bell Services;

Nothing herein shall be construed or interpreted as granting to Bell any marketing or promotion rights for the Bell Services or Bell any exclusive access rights or access privileges in or to the Building to the exclusion of any other third parties or in any of the Buildings. Bell hereby agrees and acknowledges that the Owner shall not promote or market, or assist Bell in promoting or marketing the Bell Services to tenants or resident of the Building as part of or by virtue of this License.

2. Owner acknowledges that Bell shall also have access to a path and/or conduit along, over, under or on the property, from the property line to the Building (the "Conduit"), and in or through the Equipment Space(s). If Bell determines that a fibre optic cable or Equipment must be installed to the Conduit, the Building and/or the Equipment Space(s), upon the prior written approval of the Owner, Bell may install, maintain, and upgrade any Equipment within the Conduit at its sole cost and expense. The parties shall agree in advance (both acting reasonably) upon a plan of installation, upgrade or maintenance of the Equipment within the Conduit.
3. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell during normal business hours, three-hundred and sixty-five (365) days per year subject to Bell providing reasonable advance notice to the Owner or its agent of its intention to enter the Building for the purposes of this License and making arrangements in advance with the Owner or its agent for same. In the event of an emergency, Bell may access the Building at any time subject to making arrangements with the Owner or its agent of the Building.
4. The parties shall meet the installation requirements for the equipment to be installed by Bell (the "Bell Equipment") as such requirements are more specifically set forth in Schedule "B" hereto. Bell shall, at its own cost: (i) ensure that the Bell Equipment is installed in accordance with all laws, including without limitation, relevant fire and building code requirements in force at the time of installation, and (ii) be responsible for the provision, installation, maintenance and repair of the Bell Equipment during the Term, although each individual Occupant may incur charges (at Bell's then applicable rates) specific to such Occupant's in-suite requirements. Bell covenants to repair, at its sole expense, any damages to the Building or the Equipment Space where such damages are caused by or arising out of any negligent act, wilful misconduct or omission relating to Bell's use and occupation of the Equipment Space or the Building or the installation or the condition of the Equipment (the "Covenant"). The Bell Equipment will remain the property

- of Bell at all times, and will not become a fixture despite any legal principle to the contrary. Owner agrees that it has no legal or equitable ownership interest in the Bell Equipment nor any of Bell owned items reasonably contemplated herein and shall not make any claim to the contrary.
5. Nothing in this License limits the Owner's right to repair any common elements of a Building; provided that where any such repair may affect the Bell Equipment, the Owner shall provide Bell with reasonable advance written notice to adjust and/or move its Equipment before the repairs are made (except in the case of an emergency, in which event, no advance notice is required where Bell will, at its sole cost, adjust or remove its Equipment as required.) Notice shall contain necessary particulars to permit Bell to comment and provide Bell with an opportunity to recommend changes to the planned nature, timing, commencement, duration or completion of such adjustment and/or move or such other matter in respect thereof that could have an impact on the Bell Equipment or Bell's ability to deliver the Bell Services. Despite the foregoing, where adjustments and/or moves undertaken by the Owner require Bell to materially move or relocate any of the Bell Equipment, Bell shall provide one Bell technician to facilitate the material move or relocation, not to exceed one move or relocate order in a 12 month period. Thereafter, requests for material adjustments and/or moves for repairs undertaken by the Owner, Bell shall provide one Bell technician for an eight (8) hour period and pay for fifty percent (50%) of any costs exceeding a maximum amount equal to the cost to Bell of the technician to facilitate the movement or relocation of the Bell Equipment as required by the Owner.
 6. Each party represents and warrants that: (1) it has full right, power and authority to enter into and perform its covenants and obligations in this License; (2) it is under no obligation, statutory, contractual or otherwise, which could prevent or interfere with the complete performance of its covenants and obligations herein; (3) it is validly organized and existing under the name indicated on this License; and (4) no building rule is in force that would prevent or limit either party from: (i) entering into this License; and/or (ii) performing its obligations hereunder.
 7. Bell Canada will be liable for and will indemnify and save harmless the Owner, its directors, officers, employees, agents and contractors, and those for whom it is responsible in law (collectively, the "Owner Indemnitees"), from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses (collectively, the "Losses") arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any negligent act, wilful misconduct or omission relating to Bell's use and occupation of the Equipment Space or the Building (including, without limitation, the Covenant set forth in Section 4 herein), provided that Bell Canada will not be required to indemnify the Owner Indemnitees to the extent any such Losses are caused by any negligent act, wilful misconduct or omission of any of the Owner Indemnitees. Notwithstanding the foregoing, in no event will Bell Canada be liable for or indemnify and save harmless any of the Owner Indemnitees from and against 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. The Owner shall indemnify and save Bell harmless from any loss of or damage to the Equipment caused by the Owner, its employees, agents or contractors or for those whom the Owner is responsible for in law. This Section shall survive the expiration or termination of this License.
 8. The term of this License is effective as of the Effective Date and shall continue to run for a period of five (5) years from the Effective Date (the "Term"). The License shall holdover ("the Holdover period") at will, subject to the termination notice period in Section 9.
 9. Either party may terminate this License upon a party providing to the other party hereto written notice of its intention not to renew this License at least one hundred and twenty (120) days prior to the expiration of the Term or at will, during the Holdover period or (i) in the event of a material breach hereof, where such breach is not cured within ninety (90) days of receipt of written notice by the other party of such breach; or (ii) immediately, in the event the other party becomes bankrupt or insolvent, becomes unable to pay its liabilities when they become due, has insolvency proceedings commenced by or against it, makes an assignment for the benefit of its creditors, takes the benefit of any statute relating to bankrupt or insolvent debtors; or where an order is made or a resolution is passed for the winding up of the other party; or a receiver, receiver and manager, interim receiver, trustee in bankruptcy or liquidator is appointed to take possession of the assets of other party; or a creditor takes steps to issue an Application for a Bankruptcy Order against the other party; bankruptcy, reorganization, assignment, petition or appointment of a trustee or such other act of insolvency of the other party. If the action of a governmental agency requires modification of Bell's Services or the terms in which they are provided which is inconsistent with the terms of this License or impairs Bell's ability to provide Bell's Services in an economical and technically practical fashion, Bell may terminate this License upon one hundred twenty (120) days' written notice to Owner. Upon expiry or termination of this License and provided there are no further active subscribers to Bell Services in the Building (in which case Bell will retain title to the Bell Equipment), Bell shall be allowed thirty (30) days to remove the Bell Equipment, after which the Bell Equipment shall be deemed abandoned and ownership and title shall automatically transfer to the Owner. None of the rights and obligations contained herein may be assigned or transferred by the Owner without the prior written consent of Bell.

10. Any notice required or permitted to be given hereunder or any tender of delivery of documents may be sufficiently given by regular mail, personal delivery or by facsimile transmission to each party at the addresses listed below:

To Bell Canada:

100 Wynford Drive, Floor 3
Toronto, Ontario
M3C 4B4

Fax: (416) 446-3016

Attn: Vice President of Sales and Distribution

with a copy to Bell Canada's
Legal Department (416) 383-6269

To Owner:

Briarlane Rental Property Management Inc.
85 Spy Court – Suite 100
Markham, Ontario
L3R 4Z4

Fax: (905) 944-1000

- Notices shall be deemed to have been received by the Owner or Bell, as the case may be, on (i) the fifth (5) business day after the date on which it shall have been so mailed, (ii) at the time of delivery in the case of hand delivery, (iii) the date and time of transmission in the case of facsimile, provided that such transmission was made during normal business hours, with receipts or other verifications of such transmission.
11. Where a provision of this License conflicts with a Schedule attached hereto, the provision of this License shall prevail. This License and Schedules will be governed by the laws of the Province of Ontario and the applicable laws of Canada therein, excluding any conflict of laws, rule or principle which might refer to the laws of another jurisdiction. This License shall also be subject to all applicable federal, provincial and local laws, and regulations, ruling and orders of governmental agencies, including but not limited to the *Telecommunications Act*, as amended, the *Broadcasting Act*, as amended or the rules and regulations of the Canadian Radio-Television and Telecommunications Commission (the "CRTC"), fire and building code regulations, and privacy legislation.
12. This License constitutes the entire agreement of the parties and supersedes all prior agreements and understandings on the subject matter hereof. Except as provided in Section 6, neither party makes any representation or warranty express or implied, statutory or otherwise to the other. If any provision of this License is found to be invalid, illegal or unenforceable, the other provisions of this License shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
13. The Owner and Bell Canada acknowledge and agree that this License pertains to each separate Building listed on Schedule "A". Where applicable, the terms and conditions of this License 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 listed on Schedule "A". For greater certainty, in the event that this License is terminated with respect to any one Building listed on Schedule "A", (whether pursuant to the terms of this License or otherwise) prior to the expiry date as noted herein, the terms and conditions of this License shall remain in full force and effect, unamended in respect of the remaining Buildings listed on Schedule "A".
14. In the event a new owner is to be added as a party to this License (the "New Owner") and/or a New Owner or Owner wishes to add a building (a "New Building") as a Building under Schedule "A" to this License, such New Owner or Owner shall provide Bell with written notice of such New Building and provided that Bell service is available to the New Building, Bell shall add the New Owner (if applicable) and such New Building to this License within thirty (30) days of receipt of such notice by execution of an addendum substantially in the form set forth in Schedule "C" hereto.
15. None of the rights and obligations contained herein may be assigned or transferred by either party without the prior written consent of the other party. Owner shall use reasonable best efforts to notify Bell, in writing, in the event of any proposed or actual sale, conveyance, assignment or transfer (collectively, the "Transfer") of all or part of a Building (the "Subject Building"). Upon any Transfer of the Subject Building (other than a conveyance without consideration of a portion of a Building to a governmental authority required as part of or in the course of the development thereof), the Owner shall use reasonable best efforts to cause the transferee to execute and deliver to Bell an agreement whereby the transferee agrees to assume and be bound by all the rights and obligations of the Owner as set out herein as if the transferee was an original signatory hereof (the "Assumption"). Upon the date any such Assumption and/or Transfer becomes effective, the Owner shall be immediately released from its obligations under this License in respect of the Subject Building (save and except for any outstanding obligations arising hereunder prior to such Assumption and/or Transfer). Owner shall also immediately notify Bell in the event the property management company of the Building should change. The Owner and Building shall continue to be subject to the terms and conditions of this License and shall provide a copy of this License to the new property management.

16. Subject to any CRTC regulations, rules, decisions or ordinances, Bell shall not register this License on title to the Building. If requested by the Owner, Bell agrees to postpone its rights to any financing arrangement required by the Owner, provided that the Owner shall use reasonable commercial efforts to obtain a non-disturbance agreement from the lender.
17. The Owner and Bell hereby agree that this License and any information provided by one party to the other party herein, including, without limitation, information relating to third parties obtained, shall remain the confidential information of the parties and neither party shall disclose such confidential information without the prior written consent of the other party, or unless disclosure of such confidential information is compelled by judicial or regulatory process or otherwise by law or if the confidential information has been made public without any action by the disclosing party. For greater certainty, this provision shall not be construed to prevent either party from disclosing any of the terms of this License to its auditors, financial and legal advisors, or as may otherwise be required by law. This section shall survive the expiry or early termination of this License.

In witness thereof the parties through their duly authorized representatives have executed this License as of the Effective Date.

**EACH OWNER, BY ITS AUTHORIZED AGENT,
BRIARLANE RENTAL PROPERTY MANAGEMENT INC.**

BELL CANADA


I/We have authority to bind the Corporation

Name:

Title: Pres

Date: April 12/12


I have authority to bind the Corporation

Name:

Title: Director, Field Sales

Date: June 1, 2012



TELECOMMUNICATION AND BUILDING ACCESS LICENSE
TV ACCESS ONLY - RENTAL PORTFOLIO

This License is made as of the date last signed by both parties below (the "Effective Date").

WHEREAS Briarlane Rental Property Management Inc. acts as property manager and agent for the owners (each being an "Owner") of the multi-unit dwelling building(s) (each, individually, a "Building") all as further described in Schedule A hereto with respect to the matters contained herein.

In consideration of the mutual rights and obligations herein expressed, the sum of \$2.00 paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) Bell Canada and each Owner agree as follows:

1. Owner hereby grants to Bell ExpressVu Limited Partnership ("Bell TV"), Affiliates of BCE Inc. ("Affiliates" as defined in the *Canada Business Corporations Act*, as amended) including without limitation, those for whom Bell TV is responsible in law (hereinafter, collectively referred to as "Bell") at no cost or charge to Bell, a non-exclusive right and license to:
 - i. enter on and gain access in, over or under the multi-unit dwelling building(s) described in Schedule "A" (each individually, a "Building") and the common elements and other common areas of the Building Owner, including without limitation, access to and use of, one or more rooms or other segregated spaces in, on, over or under the Building, the location of which has been first approved in writing by the Owner (the "Equipment Space(s)") for the purposes of making available and providing Bell TV's services subject to CRTC (as hereinafter defined) rulings from time to time, (collectively the "Bell Services") to, tenants, or residents of the Building (collectively, the "Occupant(s)");
 - ii. use, construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace Equipment in, on, over or under the Building. "Equipment" includes but is not limited to any hardware, wire, cabling, infrastructure or otherwise (excluding conduit), which is necessary and incidental to enable and deliver Bell Services to Occupants, unless size and quantity of Equipment is materially increased, in which case Bell shall obtain the Owner's prior consent, which consent shall not be unreasonably withheld. Nothing herein limits Bell's ability to change, alter or replace the Equipment with new and/or different equipment necessary to provision the Bell Services; and
 - iii. in the event that closed-circuit security television cameras and/or other video equipment (e.g., amplifiers, splitters) (collectively, the "CCTV") exists in the Building, and to the extent that the Owner owns, controls and is able to provide access to such CCTV, access and to use the signal feed from such CCTV's for the purpose of injecting such feed into the Bell Services. Bell shall bear the exclusive cost of establishing and/or maintaining such access, to the extent of connecting to Bell Services. Bell acknowledges that Owner makes no representation or warranty in connection with access to the CCTV or use, content or quality of the signal feed. Owner acknowledges that Bell makes no representation or warranty in connection with access to the CCTV or use, content or quality of the signal feed.

Nothing herein shall be construed or interpreted as granting to Bell any marketing or promotion rights for the Bell Services or any exclusive access rights or privileges in or to the Building to the exclusion of any other third parties or in any of the Buildings. Bell hereby agrees and acknowledges that the Owner shall not promote or market, or assist Bell in promoting or marketing, the Bell Services to tenants or residents of the Building.

2. Owner acknowledges that Bell shall also have access to a path and/or conduit along, over, under or on the property, from the property line to the Building (the "Conduit"), and in or through the Equipment Space(s). If Bell determines that a fibre optic cable or Equipment must be installed to the Conduit, the Building and/or the Equipment Space(s), upon the prior written approval of the Owner, Bell may install, maintain, and upgrade any Equipment within the Conduit at its sole cost and expense. The parties shall agree in advance (both acting reasonably) upon a plan of installation, upgrade or maintenance of the Equipment within the Conduit.
3. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell during normal business hours, three-hundred and sixty-five (365) days per year subject to Bell providing reasonable advance notice to the Owner or its agent of its intention to enter the Building for the purposes of this License and making arrangements in advance with the Owner or its agent for same. In the event of an emergency, Bell may access the Building at any time subject to making arrangements with the Owner or its agent of the Building.

4. The parties shall meet the installation requirements for the equipment to be installed by Bell (the "Bell Equipment") as such requirements are more specifically set forth in Schedule "B" hereto. Bell shall, at its own cost: (i) ensure that the Bell Equipment is installed in accordance with all laws, including without limitation, relevant fire and building code requirements in force at the time of installation, and (ii) be responsible for the provision, installation, maintenance and repair of the Bell Equipment during the Term, although each individual Occupant may incur charges (at Bell's then applicable rates) specific to such Occupant's in-suite requirements. Bell covenants to repair, at its sole expense, any damages to the Building or the Equipment Space where such damages are caused by or arising out of any negligent act, wilful misconduct or omission relating to Bell's use and occupation of the Equipment Space or the Building or the installation or the condition of the Equipment (the "Covenant"). The Bell Equipment will remain the property of Bell at all times, and will not become a fixture despite any legal principle to the contrary. Owner agrees that it has no legal or equitable ownership interest in the Bell Equipment nor any of Bell owned items reasonably contemplated herein and shall not make any claim to the contrary.
5. Nothing in this License limits the Owner's right to repair any common elements of a Building; provided that where any such repair may affect the Bell Equipment, the Owner shall provide Bell with reasonable advance written notice to adjust and/or move its Equipment before the repairs are made (except in the case of an emergency, in which event, no advance notice is required where Bell will, at its sole cost, adjust or remove its Equipment as required.) Notice shall contain necessary particulars to permit Bell to comment and provide Bell with an opportunity to recommend changes to the planned nature, timing, commencement, duration or completion of such adjustment and/or move or such other matter in respect thereof that could have an impact on the Bell Equipment or Bell's ability to deliver the Bell Services. Despite the foregoing, where adjustments and/or moves undertaken by the Owner require Bell to materially move or relocate any of the Bell Equipment, Bell shall provide one Bell technician to facilitate the material move or relocation, not to exceed one move or relocate order in a 12 month period. Thereafter, requests for material adjustments and/or moves for repairs undertaken by the Owner, Bell shall provide one Bell technician for an eight (8) hour period and pay for fifty percent (50%) of any costs exceeding a maximum amount equal to the cost to Bell of the technician to facilitate the movement or relocation of the Bell Equipment as required by the Owner.
6. Each party represents and warrants that: (1) it has full right, power and authority to enter into and perform its covenants and obligations in this License; (2) it is under no obligation, statutory, contractual or otherwise, which could prevent or interfere with the complete performance of its covenants and obligations herein; (3) it is validly organized and existing under the name indicated on this License; and (4) no building rule is in force that would prevent or limit either party from: (i) entering into this License; and/or (ii) performing its obligations hereunder.
7. Bell Canada will be liable for and will indemnify and save harmless the Owner, its directors, officers, employees, agents and contractors, and those for whom it is responsible in law (collectively, the "Owner Indemnitees"), from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses (collectively, the "Losses") arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any negligent act, wilful misconduct or omission relating to Bell's use and occupation of the Equipment Space or the Building (including, without limitation, the Covenant set forth in Section 4 herein), provided that Bell Canada will not be required to indemnify the Owner Indemnitees to the extent any such Losses are caused by any negligent act, wilful misconduct or omission of any of the Owner Indemnitees. Notwithstanding the foregoing, in no event will Bell Canada be liable for or indemnify and save harmless any of the Owner Indemnitees from and against 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. The Owner shall indemnify and save Bell harmless from any loss of or damage to the Equipment caused by the Owner, its employees, agents or contractors or for those whom the Owner is responsible for in law. This Section shall survive the expiration or termination of this License.
8. The term of this License is effective as of the Effective Date and shall continue to run for a period of five (5) years from the Effective Date (the "Term"). The License shall holdover ("the Holdover period") at will, subject to the termination notice period in Section 9.
9. Either party may terminate this License upon a party providing to the other party hereto written notice of its intention not to renew this License at least one hundred and twenty (120) days prior to the expiration of the Term or at will, during the Holdover period. or (i) in the event of a material breach hereof, where such breach is not cured within ninety (90) days of receipt of written notice by the other party of such breach; or (ii) immediately, in the event the other party becomes bankrupt or insolvent, becomes unable to pay its liabilities when they become due, has insolvency proceedings commenced by or against it, makes an assignment for the benefit of its creditors, takes the benefit of any statute relating to bankrupt or insolvent debtors; or where an order is made or a resolution is passed for the winding up of the other party; or a receiver, receiver and manager, interim receiver, trustee in bankruptcy or liquidator is appointed to take possession of the assets of other party; or a creditor takes steps to issue an Application for a Bankruptcy Order against the other party; bankruptcy, reorganization, assignment, petition or appointment of a trustee or such other act of insolvency

of the other party. If the action of a governmental agency requires modification of Bell's Services or the terms in which they are provided which is inconsistent with the terms of this License or impairs Bell's ability to provide Bell's Services in an economical and technically practical fashion, Bell may terminate this License upon one hundred twenty (120) days' written notice to Owner. Upon expiry or termination of this License and provided there are no further active subscribers to Bell Services in the Building (in which case Bell will retain title to the Bell Equipment), Bell shall be allowed thirty (30) days to remove the Bell Equipment, after which the Bell Equipment shall be deemed abandoned and ownership and title shall automatically transfer to the Owner. None of the rights and obligations contained herein may be assigned or transferred by the Owner without the prior written consent of Bell.

10. Any notice required or permitted to be given hereunder or any tender of delivery of documents may be sufficiently given by regular mail, personal delivery or by facsimile transmission to each party at the addresses listed below:

To Bell Canada:

100 Wynford Drive, Floor 3
Toronto, Ontario
M3C 4B4

Fax: (416) 446-3240

Attn: Vice President of Sales and Distribution

with a copy to Bell Canada's
Legal Department (416) 383-6269

To Owner:

Briarlane Rental Property Management Inc.
85 Spy Court – Suite 100
Markham, Ontario
L3R 4Z4

Fax: (905) 944-9083

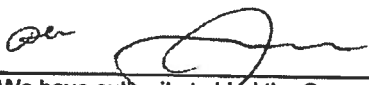
Notices shall be deemed to have been received by the Owner or Bell, as the case may be, on (i) the fifth (5) business day after the date on which it shall have been so mailed, (ii) at the time of delivery in the case of hand delivery, (iii) the date and time of transmission in the case of facsimile, provided that such transmission was made during normal business hours, with receipts or other verifications of such transmission.

11. Where a provision of this License conflicts with a Schedule attached hereto, the provision of this License shall prevail. This License and Schedules will be governed by the laws of the Province of Ontario and the applicable laws of Canada therein, excluding any conflict of laws, rule or principle which might refer to the laws of another jurisdiction. This License shall also be subject to all applicable federal, provincial and local laws, and regulations, ruling and orders of governmental agencies, including, but not limited to the *Broadcasting Act*, as amended or the rules and regulations of the Canadian Radio-Television and Telecommunications Commission (the "CRTC"), fire and building code regulations, and privacy legislation.
12. This License constitutes the entire agreement of the parties and supersedes all prior agreements and understandings on the subject matter hereof. Except as provided in Section 6, neither party makes any representation or warranty express or implied, statutory or otherwise to the other. If any provision of this License is found to be invalid, illegal or unenforceable, the other provisions of this License shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
13. The Owner and Bell Canada acknowledge and agree that this License pertains to each separate Building listed on Schedule "A". Where applicable, the terms and conditions of this License 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 listed on Schedule "A". For greater certainty, in the event that this License is terminated with respect to any one Building listed on Schedule "A", (whether pursuant to the terms of this License or otherwise) prior to the expiry date as noted herein, (i) all payments subject to S.15 in respect of such Building shall cease and (ii) the terms and conditions of this License shall remain in full force and effect, unamended in respect of the remaining Buildings listed on Schedule "A".
14. In the event a new owner is to be added as a party to this License (the "New Owner") and/or a New Owner or Owner wishes to add a building (a "New Building") as a Building under Schedule "A" to this License, such New Owner or Owner shall provide Bell with written notice of such New Building and provided that Bell service is available to the New Building, Bell shall add the New Owner (if applicable) and such New Building to this License within thirty (30) days of receipt of such notice by execution of an addendum substantially in the form set forth in Schedule "C" hereto.

15. In consideration for the right and license granted herein and upon installation of the Bell Equipment in a Building, Bell shall pay to the Owner the consideration in accordance with the terms and conditions set forth in Schedule "D" hereto.
16. None of the rights and obligations contained herein may be assigned or transferred by either party without the prior written consent of the other party. Owner shall use reasonable best efforts to notify Bell, in writing, in the event of any proposed or actual sale, conveyance, assignment or transfer (collectively, the "Transfer") of all or part of a Building (the "Subject Building"). Upon any Transfer of the Subject Building (other than a conveyance without consideration of a portion of a Building to a governmental authority required as part of or in the course of the development thereof), the Owner shall use reasonable best efforts to cause the transferee to execute and deliver to Bell an agreement whereby the transferee agrees to assume and be bound by all the rights and obligations of the Owner as set out herein as if the transferee was an original signatory hereof (the "Assumption"). Upon the date any such Assumption and/or Transfer becomes effective, the Owner shall be immediately released from its obligations under this License in respect of the Subject Building (save and except for any outstanding obligations arising hereunder prior to such Assumption and/or Transfer). Owner shall also immediately notify Bell in the event the property management company of the Building should change. In the event that Briarlane Rental Property Management Inc. ceases to act as the property manager for an Owner, the consideration set forth in Section 15 and Schedule D shall cease in respect of the Subject Building. The Owner and Building shall continue to be subject to the remaining terms and conditions of this License and shall provide a copy of this License to the new property management.
17. Subject to any CRTC regulations, rules, decisions or ordinances, Bell shall not register this License on title to the Building. If requested by the Owner, Bell agrees to postpone its rights to any financing arrangement required by the Owner, provided that the Owner shall use reasonable commercial efforts to obtain a non-disturbance agreement from the lender.
18. The Owner and Bell hereby agree that this License and any information provided by one party to the other party herein, including, without limitation, information relating to third parties obtained, shall remain the confidential information of the parties and neither party shall disclose such confidential information without the prior written consent of the other party, or unless disclosure of such confidential information is compelled by judicial or regulatory process or otherwise by law or if the confidential information has been made public without any action by the disclosing party. For greater certainty, this provision shall not be construed to prevent either party from disclosing any of the terms of this License to its auditors, financial and legal advisors, or as may otherwise be required by law. This section shall survive the expiry or early termination of this License.

In witness thereof the parties through their duly authorized representatives have executed this License as of the Effective Date.

EACH OWNER, BY ITS AUTHORIZED AGENT,
BRIARLANE RENTAL PROPERTY MANAGEMENT
INC.

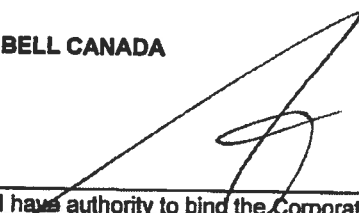

I/We have authority to bind the Corporation

Name:

Title: Pres

Date: April 19/12

BELL CANADA


I have authority to bind the Corporation

Name:

Title: Director, Field Sales

Date: June 1, 2012

Schedule “A”

Address and Description of Building

A. This License applies to the following Buildings:

#Suites

Municipal Address

1

1 Maple Crt, Waterloo, Ontario, N2L 3C6