

**BUILDING ACCESS LICENCE AGREEMENT**
(the "Licence")

Effective Date	2/11/2015	Term	10 Years
Owner/Property Manager		Bell	
Legal Name	Princess Management	Legal Name	Bell Canada
Address	25 Sable Street, Toronto, ON, M6M3K8	Address	100 Wynford Drive, Toronto, ON, M3C4B4
Contact Name		Contact Name	
Title	Partner	Title	Senior Account Executive
Telephone	416 822 5350	Telephone	416 605 7261
Email		Email	
Fax	416 231 2068	Fax	

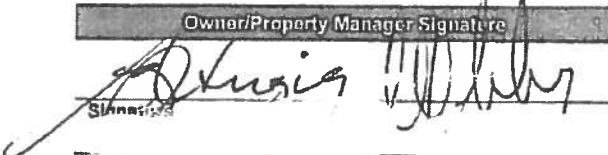
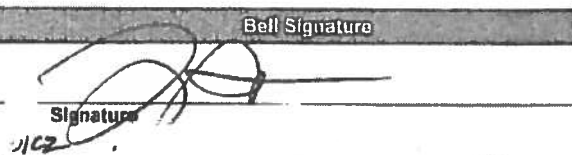
Building(s)								
	Street No.	Street Name	Dir	City	Prov.	Postal Code	# of Units	Space Required
1	39	Old Mill Road		Etobicoke	ON	M8X 1G6	146	7'x8'x2' (WxHxD)
Owner Name (if different from above): 634078 Ontario Limited, Rosscold Investments, Wehrhuth Holdings Limited, Jassader Developments Limited, Semper Developments Limited								
2	41	Warrender Avenue		Toronto	ON	M9B 5Z6	104	7'x8'x2' (WxHxD)
Owner Name (if different from above): 634078 Ontario Limited, Semper Developments Limited, Jassader Developments Limited, Woodshaft Developments Limited								
3	53	Warrender Avenue		Toronto	ON	M9B 5Z7	127	7'x8'x2' (WxHxD)
Owner Name (if different from above): 634078 Ontario Limited, Semper Developments Limited, Jassader Developments Limited, Woodshaft Developments Limited								
4	3355	Ponytrail Drive		Mississauga	ON	L4X 1V7	118	7'x8'x2' (WxHxD)
Owner Name (if different from above): H and R Developments Limited, Carleton Holdings Inc., Dadsden Holdings Inc., Rutland Holdings Inc., Spar Investments Inc., Arise Holdings Inc.								
5	25	Warrender Avenue		Toronto	ON	M9B 5Z4	125	7'x8'x2' (WxHxD)
Owner Name (if different from above): Arise Holdings Inc., Spar Investments Inc., H and R Properties Limited, Carleton Holdings Inc., Rutland Holdings Inc., Dadsden Holdings Inc.								

Optional Terms

1. See additional buildings listed in Schedule A (attached).
2. The expected power consumption of each Optical Network Unit ("ONU Unit") is estimated to be 431kWh per month per ONU Unit. Bell shall make a quarterly payment to Owner of an aggregate amount equal to Bell's reasonably estimated kWh usage per ONU Unit multiplied by the number of ONU Units multiplied by the average market rate for electricity set by the Ontario Energy Board, inclusive of all applicable taxes. The parties acknowledge that the estimated payment is subject to change from time to time based on, but not limited to, Bell Equipment and market rate for electricity.

Acknowledgement & Agreement

By signing below, Owner & Bell agree to all the terms and conditions in this Licence. Signatory for Owner (or property manager) confirms their authority to bind the Owner.

Owner/Property Manager Signature	Bell Signature
	
Name PARTNER	Name MDU Partnership
Title PARTNER	Title March 11, 2015
Date MARCH 4, 2015	Date

Schedule A

Building(s)							
Street No.	Street Name	Dir	City	Prov.	Postal Code	# of Units	Space Required
6	35	Warrender Avenue	Toronto	ON	M9B 5Z5	107	7'x8'x2'
Owner Name (if different from above):			Artlea Holdings Inc., Siper Investments Inc., H and R Properties Limited, Caridon Holdings Inc., Ruthdon Holdings Inc., Dadadon Holdings Inc.				
Street No.	Street Name	Dir	City	Prov.	Postal Code	# of Units	Space Required
7	10	Teesdale Place	Toronto	ON	M1L 1K9	283	7'x8'x2'
Owner Name (if different from above):			Fareham Investments Limited, 534078 Ontario Limited, Rossfield Investments Ltd., Weintraub Holdings Limited, Jassder Developments Limited, Samper Developments Limited				
Street No.	Street Name	Dir	City	Prov.	Postal Code	# of Units	Space Required
8	20	Teesdale Place	Toronto	ON	M1L 1L1	282	7'x8'x2'
Owner Name (if different from above):			Judidon Holdings Inc., Caridon Holdings Inc., Dadadon Holdings Inc., Ruthdon Holdings Inc., Fareham Investments Limited, 534078 Ontario Limited, Jassder Developments Limited, Samper Developments Limited, Weintraub Holdings Limited				
Street No.	Street Name	Dir	City	Prov.	Postal Code	# of Units	Space Required
9	45	La Rose Avenue	Toronto	ON	M9P 1A8	155	7'x8'x2'
Owner Name (if different from above):			Artlea Holdings Inc., Siper Investments Inc., H & R Properties Limited, 1012502 Ontario Limited				
Street No.	Street Name	Dir	City	Prov.	Postal Code	# of Units	Space Required
10	1137	Royal York Road	Toronto	ON	M9A 4A7	121	7'x8'x2'
Owner Name (if different from above):			534078 Ontario Limited, Weintraub Holdings Limited, Samper Developments Limited, Jassder Developments Limited, Judidon Holdings Limited, Caridon Holdings Inc., Dadadon Holdings Inc., Ruthdon Holdings Inc.				
Street No.	Street Name	Dir	City	Prov.	Postal Code	# of Units	Space Required
11	1139	Royal York Road	Toronto	ON	M9A 4A8	99	7'x8'x2'
Owner Name (if different from above):			534078 Ontario Limited, Weintraub Holdings Limited, Samper Developments Limited, Jassder Developments Limited, Judidon Holdings Limited, Caridon Holdings Inc., Dadadon Holdings Inc., Ruthdon Holdings Inc.				
Street No.	Street Name	Dir	City	Prov.	Postal Code	# of Units	Space Required
12	1141	Royal York Road	Toronto	ON	M9A 4A9	90	7'x8'x2'
Owner Name (if different from above):			534078 Ontario Limited, Weintraub Holdings Limited, Samper Developments Limited, Jassder Developments Limited, Judidon Holdings Limited, Caridon Holdings Inc., Dadadon Holdings Inc., Ruthdon Holdings Inc.				
Street No.	Street Name	Dir	City	Prov.	Postal Code	# of Units	Space Required
13							
Owner Name (if different from above):							
Street No.	Street Name	Dir	City	Prov.	Postal Code	# of Units	Space Required
14							
Owner Name (if different from above):							
Street No.	Street Name	Dir	City	Prov.	Postal Code	# of Units	Space Required
15							
Owner Name (if different from above):							

in consideration of the mutual rights and obligations herein expressed and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) Bell and Owner agree as follows:

1. Owner grants to Bell and any affiliates ("Affiliates") (as defined in the *Canada Business Corporations Act*, as amended) of BCE Inc. including, those for whom Bell is responsible at law including agents and third-parties (collectively referred to as "Bell") at no cost or charge to Bell, a non-exclusive right & licence to:
 - (i) access the building(s) listed on Page 1 (the "Building(s)") and each separately, a "Building") and the common areas of the Building(s) to install, construct, operate, maintain, repair, modify, improve, upgrade, replace, relocate within the Equipment Space(s), and remove, at Bell's sole expense and risk, the Equipment in the Buildings. "Equipment" includes but is not limited to any hardware, wire, cabling, infrastructure or any other thing (excluding Conduit, as defined below), which is necessary and incidental to enable Bell to deliver its current and future telecommunication, broadcast, Internet, entertainment or other services (the "Bell Services") to occupants of the Building(s); (ii) use the Conduit, entrance link and communications spaces to connect the Equipment; and (iii) connect the Equipment to the inside wire and in-building wire in the Building(s).
2. Owner acknowledges that Bell shall also have access to and Owner shall make available a path and/or conduit along, over, under or on the lands on which the Building(s) are situated, from the property line to the Building(s) (the "Conduit"), and in or through the Equipment Space(s). If Bell determines Equipment must be installed to the Conduit, the Building(s) and/or the Building(s)' telecommunications/cable room(s) (collectively, the "Equipment Space(s)") Bell may install, relocate, maintain, and upgrade any Equipment within the Conduit. The parties shall agree in advance (both acting reasonably) upon a plan of installation, upgrade or maintenance of the Equipment within the Conduit and Equipment Spaces. Owner agrees that the Equipment Space(s) must: (i) provide secure access (under lock and key, at minimum); (ii) be water tight at all times; (iii) have available for Bell's use, its reasonable requirements for power supply; (iv) have sufficient space to install Equipment reasonably required by Bell to offer Bell Services within the Building(s), including, without limitation, Equipment with minimum dimensions set out on Page 1; and (v) meet any other technical requirements as mutually agreed in writing by Owner and Bell.
3. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell during normal service hours for the Buildings, 365 days per year subject to Bell providing reasonable notice to the Owner or its agent of its intention to enter the Building(s).
4. Bell shall, at its own cost, be responsible for the provision, installation, maintenance and repair of its Equipment during the Term, although each individual occupant of a Building may incur charges (at Bell's then applicable rates) specific to such occupant's in-suite requirements. Bell agrees to repair, at its sole expense, any direct damage to the Building(s) where such damage is caused by or arises out of any negligent act, wilful misconduct or omission relating to Bell's use and occupation of the Building(s). Owner shall not tamper, interfere or connect to the Equipment in any manner whatsoever. Owner agrees to reimburse Bell for any loss of or damage to the Equipment caused by Owner, its employees, agents, contractors or those for whom it is responsible at law. The 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 Equipment.
5. Owner will permit Bell to complete an initial inspection of the Building(s) and the Equipment Space(s) to ensure that the requirements of Section 2 are met and if such requirements are not met, Owner authorizes Bell to modify the Equipment Space(s) on the Owner's behalf at its sole cost and discretion to comply with the requirements of Section 2. If available, upon request from Bell, the Owner shall provide a current set of electrical and site plans. Owner shall facilitate Bell's access to individual units within the Building(s) to install the Equipment in the unit.
6. Nothing in this Licence limits the Owner's right to repair any common elements of a Building; provided that where any such repair may affect the Equipment, the Owner shall: (i) provide Bell with reasonable advance written notice and permit Bell to adjust and/or move its Equipment before the repairs are made; and (ii) reimburse Bell for all reasonable costs Bell incurs as a result of any relocation or adjustment pursuant to this Section 6.
7. Each party represents and warrants that: (i) it has full right, power and authority to enter into and perform its obligations in this Licence; (ii) it is under no obligation, statutory, contractual or otherwise, which could prevent or interfere with the complete performance of its covenants and obligations herein; and (iii) it is validly organized and existing under the name indicated on this Licence. Owner represents and warrants that (i) no building rule is in force that would prevent or limit either party from: (a) entering into this Licence; and/or (b) performing its obligations hereunder and; (i) the owner(s) of the building(s) listed on Page 1 have sufficient right, title and interest in the Building(s) to grant this Licence.
8. Notwithstanding anything in this agreement to the contrary, in no event will Bell be liable for nor will Bell be required to indemnify and save harmless the Owner 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.
9. The Term will be automatically extended for additional one year terms on the terms and conditions herein for so long as the Equipment remains in the Equipment Space(s). "Term" means the term specified on Page 1, and any renewal term.
10. Either party may terminate this Licence: (a) in the event of a material breach of this Agreement, when such breach is not cured within 90 days of receipt of written notice by the non-breaching party or (b) upon 120 days notice by the Owner when Bell is no longer serving customers in the Building(s).
11. If the action of a governmental authority requires that they are provided which are inconsistent with the terms of Bell's Services in an economical or technically practical manner to allow Bell to fulfil its legally mandated Licence upon 30 days' written notice to Owner or a Upon termination of this Licence and provided there will be allowed 60 days to remove the Equipment abandoned and ownership and title will automatically remain in the Buildings, Bell will retain title to the Equipment removal or disposal of Equipment of which ownership
12. This Licence constitutes the entire agreement of understandings on the subject matter hereof. No representation or warranty express or implied, statutory
13. The Owner and Bell acknowledge and agree that this 1. Where applicable, the terms and conditions of the third party adjudicator as if such terms and conditions Buildings. For greater certainty, in the event that the (whether pursuant to the terms of this Licence or otherwise) remain in full force and effect, unamended in respect
14. In the event of any sale, conveyance, assignment or a portion of a Building to a governmental authority thereof) (collectively, a "Transfer") of all or part of the the transferee to execute and deliver to Bell an agreement bound by all the rights and obligations of the Owner and the transferee was an original signatory hereof (if becomes effective, the Owner shall be immediately released of the Subject Building (save and except for any Assumption).
15. Upon registration of a condominium plan in respect of the Term, the Owner shall, upon such registration, Licence (save and except for any outstanding obligation that the Corporation has assumed and agreed to be out herein, subject to the provisions of the Condominium Act, this Section 15 only applies in the event of a Building(s).
16. The Owner and Bell hereby agree that this Licence and the other party herein shall remain the confidential information and shall disclose such confidential information without the disclosure of such confidential information is compelled if the confidential information has been made public "Information" means any information which is confidential disclosing party, whether such information is in any other tangible form, and whether such information is discussions or other investigations by receiving parties in the absence of such a mark, legend, identification or confidentiality, information which would be considered judgment. For greater certainty, this provision shall survive the termination of this Licence to its auditors, financial or
17. Each party shall ensure that it complies with all applicable laws of the Province of Ontario and the applicable subject to all applicable rulings and orders of federal, not limited to the Canadian Radio-Television and Telecommunications Commission
18. If any provision of this Licence is found to be invalid, the Licence shall not be affected or impaired, and the provision shall be replaced by the least extent necessary in order to be valid, legal and enforceable
19. Any demand, notice or other communication to be given in writing and will be given by personal delivery or by mail to the recipient at the address listed on Page 1, with a copy to 100 Wynford Drive Floor 3 Toronto, Ontario M3C 4B4 Fax: (416) 446-3240 Attention: VP, Sales & Distribution
20. Sections 8, 11, 16, 17 and 18 will survive the expiration of this Licence. If, upon termination of this Licence, Bell may not assign this Licence without the prior written consent of the Owner.