

**TELECOMMUNICATION AND BUILDING ACCESS LICENSE**  
**EXISTING CONDOMINIUM COMPLEX**

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

In consideration of the mutual rights and obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) Bell Canada and Cambridge Court West Condominium Association (the "**Syndicate**") agree as follows:

1. Syndicate 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 individual residential units (the "**Units**") within the condominium complex ("**Complex**") described in Schedule "A" (the "**Complex**") and the common elements and other common areas of the Complex,, including without limitation, access to and use of, one or more rooms or other segregated spaces in, on, over or under the Complex, in particular the underground garage of the Complex (the "**Equipment Space(s)**") for the purposes of: (a) making available and providing telecommunications and other communication services subject to CRTC rulings from time to time, (collectively the "**Bell Services**") to prospective purchasers and the owners, tenants, invitees or residents of the Units within the Complex (collectively, the "**Occupant(s)**"); and (b) exercising non exclusive marketing and advertising rights in accordance with the terms and conditions of the Marketing Agreement – Existing Condominium Complex dated March 9, 2012 (the "**Marketing Agreement**");
  - ii. use, construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace Equipment in, on, over or under the Complex. "**Equipment**" includes but is not limited to any hardware, wire, cabling, infrastructure or otherwise (excluding conduit), which is necessary and incidental to enable, deliver and demonstrate Bell Services to Occupants. 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 Bell any exclusive access rights or access privileges in or to the Complex to the exclusion of any other third parties.
2. Syndicate 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 Complex (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 Complex and/or the Equipment Space(s), Bell may install, 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.
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, three-hundred and sixty-five (365) days per year subject to Bell providing reasonable notice to the Syndicate or its agent of its intention to enter the Complex for the purposes of this License.
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 all 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 direct damages to the Complex 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 Complex (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. Syndicate 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 Syndicate's right to repair any common elements of the Complex, in particular, the underground garage; provided that where any such repair may affect the Bell Equipment, the Syndicate shall: (i) provide Bell with reasonable advance written notice to request Bell to adjust and/or move

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

To Syndicate:

Cambridge Court West Condominium Association  
6580 Mackle Road  
Cote St-Luc, QC  
H4W 3J9

Fax: (     )

Attn: Vice President of Sales and Distribution

Attn: President of the Association

with a copy to Bell Canada's  
Legal Department

Notices shall be deemed to have been received by the Syndicate 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 Quebec 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").
12. This License and the Marketing Agreement constitute the entire agreement of the parties and supersede 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. Les parties aux présentes confirment leur volonté que la présente licence de même que tous les documents s'y rattachant soient rédigés en anglais seulement. The parties confirm their desire that this license as well as all other documents relating to it, be written in English only.

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

**CAMBRIDGE COURT WEST CONDOMINIUM  
ASSOCIATION**

**BELL CANADA**

I/We have authority to bind the Corporation

Name:

Title: *President*

Date: *April 8/2012*

I have authority to bind the Corporation

Name:

Title: *Director, Field Sales New Construction Partnerships*

Date: *agreed to on April 8/2012*

I/We have authority to bind the Corporation

Name:

Title: *BOARD MEMBER*

Date: *April 8/2012*

**Annexe A**  
**Adresse et description de l'Immeuble**

**A. Pour l'Immeuble**  
**La presente convention s'applique a l'Immeuble suivant :**

# d'unités	Nom du l'immeuble	Adresse Municipale
1	Cambridge Court West	6574 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6576 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6578 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6580 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6582 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6584 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6586 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6588 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6590 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6592 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6594 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6596 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6598 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6600 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6602 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6604 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6606 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6608 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6610 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6612 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6614Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6616 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6618 Mackle, Côte-St-Luc, Québec, H4W3J9
1	Cambridge Court West	6620 Mackle, Côte-St-Luc, Québec, H4W3J9