

Abridged



TELECOMMUNICATION AND BUILDING ACCESS LICENSE
NEW APARTMENT BUILDINGS

This License is dated January 4, 2012 (the "Effective Date").

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 Richmond Hill Retirement Inc. (the "Owner") agree as follows:

1. Owner hereby grants to Bell Canada and the affiliates of BCE Inc. (as defined in the Canada Business Corporations Act, as amended) (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 to be constructed by the Owner as described in Schedule "A" (the "Building") and the common elements and other common areas of the Building, including the telecommunications pathways and cable pathways designated by the Owner for use of Bell's Equipment and includes the main telephone room and any riser closets (the "Communications Spaces"), (ii) use in-building wire or cabling owned or controlled by Bell, and where prior consent is obtained, owned or controlled by the Owner or any third party, and (iii) make available and provide telecommunications and other communication services, including wireline, telephony, long distance, internet, data and video TV services (collectively the "Bell Services") to local exchange carriers, tenants, invitees or residents of the Building (the "Occupant(s)"), and (iv) in the event closed-circuit security television cameras and/or other video equipment (e.g., amplifiers, splitters)(collectively, the "CCTV") exist in the Building, subject to the Owner having control over such CCTV's, access to and use of the signal feed from such CCTV for the purpose of injecting such signal feed into the Bell Services. Nothing in this License shall be construed or interpreted as granting Bell any exclusive rights or privileges in or to the Building relating to access or installation rights, to the exclusion of any other third parties. Subject to Section 10 (e) and Section 10 (h) of this License, Bell shall use the Building, Communications Spaces, and the Equipment Space(s) solely for the purposes of providing the Bell Services to the tenants or occupants of the Building.

2. The right and license in Section 1 includes Bell's right to construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace its Equipment (as defined below) in, on over or under the Building. "Equipment" includes but is not limited to any Bell equipment, in-building wire (as defined by the Canadian Radio-Television and Telecommunications Commission (the "CRTC") in Decision 99-10), infrastructure or otherwise, including the cables, fibre guides, fibre entrance cabinets, fibre patch panels and connecting hardware that are installed or are to be installed by Bell through the Communications Spaces (the "Connecting Equipment") which is necessary and incidental to enable and deliver Bell Services to Occupants. Nothing herein limits Bell's ability to change, alter or replace the Equipment with new or different equipment to provision the Bell Services. Equipment excludes: conduit, individual receiver - decoders, whether VDSL or otherwise, or any other equipment that can be individually addressed either electronically or manually by Bell (each an "IRD"), which will be sold or rented to Occupants by Bell or any other authorized sales agent. Owner shall allow Bell to gain access to the Building for the purpose of picking up any IRD no longer required by an Occupant. Bell warrants that the installation of Bell's Connecting Equipment, including the cable installed or to be installed by Bell that connects Bell's telecommunications network from the property line to Bell's Equipment (the "Entrance Cable") and cable shall be in strict compliance with agreed upon construction plans and designs between Bell and the Owner. Bell agrees that installation and construction shall be performed (i) in a neat, responsible and good and workerlike manner; (ii) strictly consistent with such reasonable requirements as shall be imposed by the Owner and communicated in advance to Bell in writing; and (iii) in accordance with all applicable laws, rules and regulations. Bell shall label each cable installed by Bell on or after the date of this License in the Communications Spaces, in each telephone closet through which the cables pass. Bell shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Owner prior to commencement of construction and work. Bell's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over Bell's operations. Bell shall not, during construction or otherwise block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways. Bell shall conform to building code, building safety, fire code, fire safety or similar governmental requirements.

3 (a) Bell and those for whom it is responsible in law shall be permitted to use and access all portions of the Building necessary for the provision of Bell Services and for the matters as provided in Section 1. 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 Owner or its agent of its intention to enter the Building for the purposes of this License. Notwithstanding the foregoing, Bell's authorized representatives may have access to the Equipment Space(s) at all times during normal business hours, and at other times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving and repairing Bell's Equipment. The Owner will give Bell's authorized employees or properly authorized contractors, subcontractors, and agents of Bell ingress and egress to the Building and Communications Spaces including non-exclusive use of an elevator during normal business hours, and at other times as agreed by the parties in advance. However, only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of Bell, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building, Communications Spaces, Equipment Space(s), or other areas in the Building and only upon the conditions set forth in this License. Bell shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communication Spaces, Equipment Space(s), or other areas in the Building.

(b) Except in the event of an emergency and as described below. Bell will give reasonable advance notice to the Owner of its intent to enter Communications Spaces. At the time that notice is given, Bell shall inform the Owner of the names of the persons who will be accessing the Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. For routine service activations and repair visits to the Building during normal business hours for which purposes Bell requires access without advance notice in order to meet its CRTC - mandated service provisioning and service repair intervals this notice may be given at the time of the entry, to the security person, or other person designated for that purpose by the Owner. Any person who accesses the Building Communications Spaces, or any other part of the Building which the Owner designates outside of normal business hours, may be required by the Owner to be accompanied by a representative of the Owner designated for that purpose.

(c) Nothing in this License shall prohibit or otherwise restrict the Owner and its representatives from having access to and to enter upon and into any Equipment Space(s) for the purpose of inspections, conducting maintenance, repairs and alterations which the Owner wishes to make in connection with the Building, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Space(s) or the Building or for such other purposes as the Owner considers necessary. The Owner will, however, except in case of an emergency, give Bell at least twenty-four (24) hours advance notice before entry into the Equipment Space(s) and will be accompanied by a representative of Bell if Bell makes a representative available for that purpose within forty-eight (48) hours of Bell's receipt of the Owner's notice.

4. To the extent applicable, Owner agrees to grant to Bell a non-exclusive easement and statutory right of way and/or a path to the property line from the Building, as the case may be and in or through the Equipment Space if it is determined that a fibre optic cable or such other Equipment must be installed to the Building and/or in the Equipment Space. Owner and Bell shall in advance, agree upon a suitable location to install the fibre optic cable on the property of the Owner. Owner agrees to allow Bell to register, at Bell's expense, the easement and right of way, and/or notice of this License.

5. The term of this License is effective as of the date last signed by both parties below (the "Effective Date") and shall continue to run for a period of ten (10) years from the Effective Date (the "Term"). Unless a Party provides the other Party hereto with written notice of its intention not to renew this License at least one hundred and eighty (180) days prior to the expiration of the Term or Renewal Term (as defined below), this License shall automatically renew for successive one (1) year renewal terms (the "Renewal Term") on the terms and conditions herein. Either Party may terminate this License: i) for a material breach hereof, where such breach is not cured within thirty (30) days of receipt of written notice by the other party of such breach, or ii) immediately, in the event of 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 a economical and technically practical fashion, Bell may terminate this License upon thirty (30) days' written notice to Owner. At

the expiration or earlier termination of this License, Bell shall, at Bell's sole cost and expense, without liens, remove the Entrance Cable, and all other items of Bell's Equipment except any part of it that by agreement between Bell and the Owner has been acquired by the Owner, and all of Bell's personal property from the Building. This obligation to remove the Entrance Cable and all other items of Bell's Equipment shall not apply so long as (a) there are any CRTC-mandated obligations upon Bell to provide services to other telecommunications or other communications service provider(s) ("TSP"); (b) there is at least one (1) Bell customer in the Building; or (c) the Entrance Cable can still be used to provide Bell Services to the Building. If any property that is required to be removed is not so removed within twenty (20) Business Days after the termination, the property may, at the Owner's sole option, (i) be removed and stored by the Owner at Bell's expense, or (ii) become the property of the Owner without compensation to Bell. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of Bell's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. Bell further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of Bell's Equipment. If Bell fails to repair or refinish any such damage, the Owner may, in its sole discretion, repair or refinish such damage and Bell shall reimburse the Owner of all costs and expenses incurred in such repair or refinishing. Bell will provide to the Owner upon completion of the removal of Bell's Equipment a confirmation of the completion of the removal in accordance with this License. If due to CRTC mandated obligations upon Bell to provide services to other TSPs, Bell is not required by this Section 5 to remove the Entrance Cable or other items of Bell's Equipment ("Exempted Items") then despite the expiration or termination of the term of this License, all of the obligations of Bell under this License will continue in full force and effect. That situation will continue (subject to the sentence following this one) until Bell's CRTC mandated obligations end and Bell removes the Exempted Items and restores damage as provided in this Section 5. So long as, and to the extent a third party assumes responsibility and control of the Exempted Items, and the third party is bound by a telecommunications access agreement with the Owner, or a successor of the Owner, Bell will be exempted from the obligation to remove the Exempted Items.

6. Owner shall notify Bell, in writing, in the event of any sale, conveyance, assignment or transfer (collectively, the "Transfer") of all or part of the Building. Upon any Transfer of the Building (other than a conveyance without consideration of a portion of the Building to a governmental authority required as part of or in the course of the development thereof), the Owner shall 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 (the "Assumption"). Upon the date any such Assumption becomes effective, the Owner shall be immediately released from its obligations under this License in respect of the Building (save and except for any outstanding obligations arising hereunder prior to such Assumption). The Owner may assign its rights under this License to any purchaser of the Building whether the purchase is by way of freehold or leasehold transfer.

7. Despite anything else in this License, the Owner may, at any time, make any changes in, additions to or relocations of any part of the Building; may grant, modify or terminate easements (but not the easement referred to herein) and any other agreements pertaining to the use or maintenance of all or any part of the Building, may close all or any part of the Building to such extent as the Owner considers necessary to prevent the accrual of any rights in them to any persons; and the Owner may also make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by Bell) which serve any part of the Building. No claim for compensation shall be made by Bell by reason of any inconvenience, nuisance or discomfort arising from work done by the Owner but the work will be done as expeditiously as is reasonably possible. In the event the Owner chooses to relocate the main telephone room after initial provisioning, the Owner agrees to compensate Bell for all costs associated to relocate the Bell Equipment installed in the main telephone room, including the Entrance Cable to where the Entrance Cable is terminated (Bell Demarcation Point) and including the conduit extending from the main telephone room to the property line that houses the Entrance Cable.

8. Bell shall, at its own cost (i) ensure that all Equipment is installed in accordance with all 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 Equipment installed by Bell during the Term, although each individual Occupant may incur charges (at Bell's then applicable rates) relating to post-installation activities specific to such Occupant's in-suite requirements. The Equipment will remain the property of Bell at all times, and will not become a fixture despite any legal principle to the contrary. If Bell fails to repair or refinish any damage to the Building, the Equipment Space or the Equipment caused by Bell, within ten (10) business days of receiving notice from the Owner, or such longer period of time as is necessary under the circumstances, provided Bell has not begun with diligence and dispatch to repair or refinish the damage, the Owner may repair or refinish such damage and Bell shall reimburse the Owner all costs and expenses incurred in such repair or refinishing. Owner agrees that it has no legal or equitable ownership interest in the Equipment nor any of the items reasonably contemplated by Section 2 above and shall not make any claim to the

contrary. Bell represents to the Owner and acknowledges that the Owner relies upon this representation and would not have entered into this License but for that representation, that, the construction, design and operation of the Bell's Equipment includes back-up, redundant and "fail safe" features so that the risk of damage, malfunction or disruption of Bell's Equipment disrupting service to customers or other third parties utilizing that network and equipment (except for telecommunication services between (i) the customers of Bell or the customers of telecommunication service providers that lease local loops from Bell to serve customers within the Building and (ii) persons communicating with those customers) is minimized.

9. Owner agrees to provide to Bell, at no charge to Bell, access to and use of, one or more rooms or other segregated, enclosed spaces in, on, over or under the Building (the "Equipment Space(s)"), as needed and mutually agreed upon by the parties, acting in good faith, which is suitable to house or store the Equipment, provided that such Equipment Space shall be subject to the specifications set forth in Schedule "B" hereto. Owner agrees that the access rights herein include a right to access the Equipment Space in the Building. The Equipment Space shall have adequate power supply and adequate natural or artificial ventilation for the proper operation of the Equipment. Nothing in this License limits the Owner's right to repair any common areas of the Building; provided that where any such repair may affect Bell's Equipment or the Services, the Owner shall: (i) provide Bell with reasonable advance written notice to request 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 material relocation or adjustment.

10. Bell covenants as follows:

- (a) Bell shall not interfere with the use and enjoyment of the Building by the Owner or by lessees, or licensees of the Owner or tenants or occupants of the Building or other buildings. If such interference occurs, the Owner may give Bell written notice thereof and Bell shall correct same as soon as possible and as deemed acceptable by Owner and Bell. If Bell fails to correct the conditions after proper notification, the Owner may take any action the Owner deems appropriate to correct the conditions, all at the cost of Bell.
- (b) Bell's Equipment shall not disrupt, adversely affect, or interfere with other providers of communications services in the Building, the Building's operating, elevator, safety, security, or other systems, or with any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties, provided that this obligation does not apply to providers, systems, facilities and devices installed after the date of this License. Bell shall correct such interference as soon as possible but not more than five (5) business days after receiving written notice of such interference.
- (c) Bell will comply with all Building rules, as periodically adopted by the Owner acting reasonably, and will cause its agents, employees, contractors, invitees and visitors to do so.
- (d) Bell will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Equipment Space(s), Bell's Equipment and In-Building Wire, including Bell's provision of services.
- (e) Bell will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the In-Building Wire. Despite the foregoing, the Owner acknowledges and agrees that Bell is permitted to allow other local exchange carriers to connect to and use copper In-Building Wire under its responsibility and control and conversely, to connect to and use copper In-Building Wire under the control and responsibility of other local exchange carriers, at no cost.
- (f) Bell will not use any part of Bell's Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network where disruption of the operation or use of Bell's Equipment or any part of it would have the effect of disrupting service to persons outside of the Building.
- (g) Bell 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.

- (h) Except as required or mandated by the CRTC, Bell will not permit any other TSP to co-locate equipment in any Equipment Space(s) nor will it permit any third party supplier to connect its wire or cable under its management and control, or ownership to a wire or cable under the management and control or ownership of another, by anchoring such wire or cable to a connecting block and placing a third wire between the two, or by any other means and any other connection of the telecommunications system or any of its components that is under the management, control or ownership of one party to that of another, or any of its components ("Cross Connect") to any of Bell's Equipment or to use any part of Bell's Equipment for the purpose of providing telecommunication or similar services to customers in the Building. For further clarity, the Owner will be responsible for ensuring that there are adequate Equipment Spaces for all TSP's in the Building if the Owner refuses a TSP to co-locate within Bell's Equipment Space.

11. The Owner covenants:

- (a) 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;
- (b) That any consent or approval of the Owner pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed; and
- (c) Subject to Bell reimbursing the Owner for the Owner's reasonable costs in doing so, to cooperate with Bell to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for Bell's construction, installation and operations provided for in this License, in or in respect of the Building.

12. Bell's insurance obligations are as follows:

- (a) Bell shall maintain in force, at its expense, during the term, a policy of Commercial or Comprehensive General Liability Insurance issued by an insurer reasonably acceptable to the Owner insuring Bell and, as additional insureds, the Owner and any additional parties for whom the Owner is responsible in law that the Owner may reasonably designate by written notice, with a combined single limit of ten million dollars (\$10,000,000.00) for legal liability for bodily injury or death or physical damage to tangible property including damage or loss to the Building and any property of Owner, and others, or injury or death of Owner's employees, or any bodily injury or property damage loss suffered by any of the customers and their employees in any Building and the required insured limit may be composed of any combination of primary and excess "Umbrella" liability insurance policies. Bell's liability insurance will contain owners' and contractors' protective coverage, contractual liability coverage, contingent employers' liability, a cross liability and severability of interests clause, and will be written on an occurrence basis. Bell will also maintain automobile liability insurance with an insured limit of \$2,000,000 per accident composed of any combination of primary and excess liability ("Umbrella") insurance policies, and such other insurance as the Owner may reasonably require in consultation with Tenant.
- (b) Bell shall maintain tenant's legal liability insurance covering liability for damage to property in its care, custody and control, in an amount of \$1,000,000 per occurrence.
- (c) Bell shall maintain all risk property insurance on Bell's Equipment in sufficient amounts to cover any loss thereof, with waiver of subrogation against the Owner. All such insurance shall otherwise be in a form and content reasonably satisfactory to the Owner.
- (d) Bell's insurance shall contain provisions providing that such insurance shall be primary insurance insofar as the Owner, the Owner(s) and Bell are concerned, with any other insurance maintained by the Owner being excess and non-contributing with the insurance of Bell required hereunder to the extent of the Owner(s) rights as additional insured.

Bell shall provide proof of such insurance to the Owner at the Owner's request, prior to commencement of any construction and notify the Owner, in writing, that a policy is cancelled or materially changed to the detriment of the Owner at least thirty (30) days prior to such cancellation or material change. Annually, at the Owner's request, on the anniversary of the Commencement Date, or upon renewal of the respective policies as the case may be. Bell shall provide proof of such insurance in the form of insurance certificates signed by Bell's insurance brokers or its insurers' authorized representatives and in form consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) to the Owner, acting reasonably.

13. (a) Bell shall not assign this License in whole or in part without obtaining the prior written consent of the Owner which consent may not be unreasonably withheld. Despite what is stated above, Bell may assign its rights under this License, on a bona fide basis, to an Affiliate without the prior written consent of the Owner, to a purchaser of substantially all of the assets of Bell if: (i) the assignee executes an agreement with the Owner to be bound by the terms of this License and agrees to pay the reasonable costs of the Owner incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate, an assignment in respect of which the Owner's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Owner those reasonable particulars which the Owner requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Owner reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement mentioned above and to satisfy itself that the requirements stipulated above are satisfied.
- (b) No assignment whether to an Affiliate or otherwise, shall release Bell from any liability or obligation under this License, unless the Owner provides a release in writing.
- (c) Despite what is stated above, Bell will be permitted to assign its rights under this License to a bona fide lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking. However, this permission does not imply or allow the inference that the Owner waives, or is willing to forbear from the exercise of its remedies under this License, should Bell default, nor that any lender will have any greater rights than Bell in respect of this License, including but not limited to the restrictions set out in this Section 12.

14. 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; and (3) it is validly organized and existing under the name indicated on this License.

15. Despite anything contained herein to the contrary, Bell Canada will be liable for and will indemnify and save harmless the Owner, its directors, officers, employees, 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 or omission relating to Bell Canada's use and occupation of the Equipment Space or the Building, provided that Bell Canada will not be required to indemnify the Owner Indemnitees to the extent any such Losses are caused by any negligent or wilful act or omission of any of the Owner Indemnitees. Notwithstanding anything else contained herein to the contrary, 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. This Section shall survive the expiration or termination of this License.

16. 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:

with a copy to Bell Canada's
Legal Department

To Owner:

Richmond Hill Retirement Inc.
2800 14th Ave., Suite 508
Markham, Ont.
L3R 0E4

Fax:

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.

17. 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 such construction to the laws of another jurisdiction. This License is also 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 Canadian Radio-Television and Telecommunications Commission (the "CRTC"). Where a provision of this License conflicts with a Schedule attached hereto, the provision of this License shall prevail.

18. This License and the Marketing Agreement - New Apartment Buildings dated January 4, 2012 constitute the entire agreement of the parties and supersede all prior agreements and understandings on the subject matter hereof. Except as provided in Section 13, 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.

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

RICHMOND HILL RETIREMENT INC.

BELL CANADA

I/We have authority to bind the Corporation

Name:

Title: ASO

Date: January 4th, 2012

I have authority to bind the Corporation

Name:

Title: Director, Field Sales

Date: January 4th, 2012

Schedule "A"

Address and Description of Building

A. For the Building:

This License applies to the following Building:

No of Units	Legal Description	Municipal Address
130	PIN 03191-0369 (LT) PART BLOCK 30 PLAN 65M2819, PT 1 65R31694 TOGETHER WITH AN EASEMENT OVER PT BLK 30 PL 65M2819, PT 2 65R31694 AS IN YR1463794 TOGETHER WITH AN EASEMENT OVER PT BLK 30 PL 65M2819, PT 2 65R31694 AS IN YR1463794 TOWN OF RICHMOND HILL	70 Bernard Av., Richmond Hill, Ontario

NOTE:

Where the parties agree that Bell shall have access rights to a sales, décor and/or finishing centre operated by the Owner to facilitate sales in the Building (the "Sales Centre"), the parties shall insert the address of the Sales Centre in Paragraph B below and by doing so, the parties hereby agree that the terms of this License shall apply to the Sales Centre constructed or to be constructed by the Owner as if it were the Building.

B. For the Sales Centre:

This License applies to the following Sales Centre:

70 Bernard Av., Richmond Hill, Ont.