

**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 Compten 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 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 "Equipment Space(s)") for the purposes of making available and providing wireline, internet 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 Building (collectively, the "Occupant(s)"). Should additional Equipment Space be reasonably needed, the parties, acting reasonably will negotiate at that opportune time.;
  - ii. use, construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace Equipment (the "Installation, Operation or Maintenance") 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. Where material Installation, Operation or Maintenance is planned, Bell shall provide Owner with a scope of work prior to Bell undertaking any action hereunder; Bell shall not begin the planned Installation, Operation or Maintenance prior to securing Owner's consent, which 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 Bell any exclusive access rights or access privileges in or to the Building to the exclusion of any other third parties.
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), Bell may, at its own expense, 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 Owner or its agent of its intention to enter the Building for the purposes of this License. Notwithstanding the foregoing, any exercise of such access shall be performed professionally and with a minimum of interference to Building operations and staff and tenants and other firms with whom the Owner may have contractual arrangements for access or use or placement of equipment.
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 direct 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 (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. Subject to Section 8, hereof, Bell agrees that it shall bear all responsibility



for any loss or damage to the Bell Equipment and shall insure same at its own expense.

5. Bell warrants and represents that neither the Bell Equipment nor its location or installation will interfere with or prejudice the operations of any other parties with whom the Owner has contractual relations and whose equipment may be located in reasonably close proximity to the Bell Equipment.
6. 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: (i) provide Bell with reasonable advance written notice to request Bell to adjust and/or move its Equipment before the repairs are made and which notice shall contain necessary particulars to permit Bell to comment as provided for in item (ii); and (ii) provide Bell with an opportunity to recommend changes to the planned nature, timing, commencement, duration or completion of such maintenance or repairs or such other matter in respect thereof that could have an impact on the Equipment or Bell's ability to deliver the Bell Services. Despite the foregoing, where maintenance or repairs undertaken by the Owner require Bell to move or relocate any of its Equipment, Bell, upon obtaining reasonable advance notice from the Owner, will incur full costs of relocation of the Equipment up to two (2) moves per year.
7. 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.
8. 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, 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.
9. During the Agreement, Bell shall maintain comprehensive general liability insurance with an insured limit of at least five million dollars (\$5,000,000.00) per occurrence covering legal liability for damage to physical property and bodily injury, including death. Owner shall be named as an additional insured but solely with respect to liability arising out of the Bell's operations. Umbrella or excess liability insurance may be used to achieve the required insured limit. Bell shall arrange to provide Owner with an insurance certificate at inception of this Agreement and thereafter as the insurance is renewed annually.
10. The term of this License is effective as of the Effective Date and shall continue to run for a period of ten (10) years from the Effective Date (the "Term") subject to Section 11, the Term will be automatically extended for successive additional one (1) year terms (the "Renewal Terms") on the terms and conditions herein, unless the parties, who shall negotiate renewal terms and conditions in good faith, agree in writing to alternative terms and conditions, at least thirty (30) days prior to the expiry of the Term or the termination of the Renewal Terms.
11. Either party may terminate this License: (i) upon a party providing to the other party hereto with 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 Renewal Terms, as the case may be, and provided the parties were unable to reach agreement after negotiating renewal terms in good faith, prior to such one hundred and twenty (120) days; (ii) 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 (iii) 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 or (iv) at any time upon at least one hundred and twenty (120) days prior written notice of the Owner's intention to demolish the Building. 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 thirty (30) days' written notice to Owner. Upon expiry or termination of this License and, except where same has occurred under subparagraph (iv) of this paragraph, 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 and shall repair any damage caused thereby or by the use of the Equipment. After expiration of the said thirty (30) days, the Owner, upon reasonable notice to Bell, may require Bell to remove the Bell Equipment, that can be removed, at Bell's sole cost (but excluding, without limitation, the inside wiring). Ownership and title to the remaining equipment shall automatically transfer to the Owner, at no cost or expense to the Owner.

12. 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) 383-6209

To Owner:

Compton Management Inc.  
181 Eglinton Ave East, suite 204  
Toronto, Ontario  
M4P 1J4

Fax: (416) 593-1777

Attn: Mr. John Smith

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.

13. 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").
14. 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.
15. 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".
16. 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 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 Bell, at its sole option, may 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.
17. None of the rights and obligations contained herein may be assigned or transferred by the Owner without the prior written consent of Bell. Owner shall immediately 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 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 they apply to the Subject Building as if the transferee was an original signatory hereof (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 Subject Building (save and except for any outstanding obligations arising hereunder prior to such Assumption). Owner shall also immediately notify Bell in the event the property management company of the Building should change. Notwithstanding such change of property management, the Owner and the 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.

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,  
COMPTON MANAGEMENT INC.

BELL CANADA

I/We have authority to bind the Corporation

Name:

Title: President

Date:

Mar 13, 2014

I have authority to bind the Corporation

Name:

Title: Director, Field Sales

Date:

Mar 13, 2014

## Schedule "A"

### Address and Description of Building

#### A. Building

This Licence applies to the following Buildings:

# Suites		Municipal Address	
33	8	Vinci Cr, North York, On	M3H2Y7
33	30	Vinci Cr, North York, On	M3H2Y7
33	59	Vinci Cr, North York, On	M3H2Y9
97	21	Park Bl, Etobicoke, On	M8W1G4
97	31	Park Bl, Etobicoke, On	M8W1G5
33	45	Faywood Bl, North York, On	M3H2X1
33	55	Faywood Bl, North York, On	M3H2X1
118	220	Lake Promenade, Etobicoke, On	M8W1A9
118	230	Lake Promenade, Etobicoke, On	M8W1B1
118	240	Lake Promenade, Etobicoke, On	M8W1B2
119	99	Agnes St, Mississauga, On	L5B1J9
128	121	Agnes St, Mississauga, On	L5B2H4
110	1745	Bloor St, Mississauga, On	L4X1S6
76	1785	Bloor St, Mississauga, On	L4X1S8
80	85	Gamble Av, East York, On	M4K2H6
91	95	Gamble Av, East York, On	M4K2H7
162	33	Holly St, Toronto, On	M4S2G8
162	44	Dunfield Av, Toronto, On	M4S2H2
93	95	Redpath Av, Toronto, On	M4S2K1
226	2600	Don Mills Rd, North York, On	M2J3B4
103	28	Elizabeth St, N, Mississauga, On	L5G2Z6

57	1015	Orchard Rd, Mississauga, On	L5E2N8
53	1470	Williamsport dr, Mississauga, On	L4X1T5
212	1110	Caven St, Mississauga, On	L5G4N4