

**TELECOMMUNICATION AND BUILDING ACCESS LICENSE**  
**EXISTING CO-OWNERSHIP BUILDINGS**

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

WHEREAS Bell Canada and No 1 Wood Avenue Condominium (the "Syndicate") have entered into a Non Exclusive Marketing Agreement – Existing Co-Ownership Buildings dated June 30, 2012 (the "Marketing Agreement") in respect of a multi unit building located at 1 Wood Avenue, Westmount QC H3Z 3C5 (the "Building") and more specifically described in Schedule A of this License .

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 No 1 Wood Avenue Condominium (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 multi-unit dwelling building described in Schedule "A" (the "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: (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 Building (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 Buildings dated June 30, 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 Building (including without limitation, installation of Equipment for marketing demonstrations of Bell Services). "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; and
  - iii. in the event closed-circuit security television cameras and/or other video equipment (e.g., amplifiers, splitters)(collectively, the "CCTV") exists in the Building, access to and to use the signal feed from such CCTV's for the purpose of injecting such feed into the Bell Services. Syndicate 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 Bell any exclusive access rights or access privileges in or to the Building to the exclusion of any other third parties.

Nothing herein shall be construed or interpreted as permitting any action by Bell which would interfere in whatsoever with the services rendered to the Syndicate by any 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 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 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 Building 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 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 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**"). Bell Equipment will remain the property of Bell at all times, and will not become a fixture (except if the removal adversely affects the Syndicate or any service provided to the Syndicate) 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 Building; 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 the Bell Equipment before the repairs are made; and which notice shall contain necessary particulars to permit Bell to comment as provided for in item (i); 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 shall, provide one Bell technician for a maximum of one eight (8) hour period, and, in the event such move exceeds the duration of eight (8) hours set out in, Bell shall pay for fifty percent (50%) of any remaining costs to facilitate the movement or relocation of the 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; and (3) it is validly organized and existing under the name indicated on this License. In addition, Syndicate further represents and warrants that no Building rule or by-law (as described in Chapter 3, Title 3, Book Four of the *Civil Code of Quebec*) 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 Syndicate, its directors, officers, employees, and contractors, and those for whom it is responsible in law (collectively, the "**Syndicate 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 Syndicate Indemnitees to the extent any such Losses are caused by any negligent act, wilful misconduct or omission of any of the Syndicate Indemnitees. Notwithstanding the foregoing, in no event will Bell Canada be liable for or indemnify and save harmless any of the Syndicate 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 Syndicate shall indemnify and save Bell harmless from any loss of or damage to the Bell Equipment arising out of any negligent act, wilful misconduct or omission of the Syndicate caused by the Syndicate, its employees, agents or contractors or for those whom the Syndicate 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 three (3) years from the Effective Date (the "**Term**"). The Term will be automatically extended on a month to month basis, for so long as Bell services are available to the Building (the "**Renewal Term**") on the terms and conditions herein.

9. 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 ninety (90) days prior to the end of the Term or any Renewal Term, and provided the parties were unable to reach agreement after negotiating renewal terms in good faith; (ii) for 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. If the action of a governmental agency requires modification of Bell 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 Services in an economical and technically practical fashion, Bell may terminate this License upon thirty (30) days' written notice to Syndicate. 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 Syndicate. Bell shall carry out the removal in a manner that facilitates the installation of other similar third party property for the purposes of providing telecommunications services. None of the rights and obligations contained herein may be assigned or transferred by either party (except to an Affiliate, as defined) without the prior written consent of the other.
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:
- |   |   |
|---|---|
| <u>To Bell Canada:</u>                                | <u>To Syndicate:</u>                    |
| 100 Wynford Drive, Floor 3                            | No 1 Wood Avenue Condominium            |
| Toronto, Ontario                                      | 1 Wood Avenue, suite 103                |
| M3C 4B4   | Westmount QC                            |
|   | H3Z 3C5                                 |
| Fax   | Fax: (        )                         |
| <u>Attn: Vice President of Sales and Distribution</u> | <u>Attn: President of the Syndicate</u> |
- 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.

**NO 1 WOOD AVENUE CONDOMINIUM**

I/We have authority to bind the Corporation

Name:

Title: DIRECTOR

Date: AUG 20/12

I/We have authority to bind the Corporation

Name:

Title: TREASURER

Date: AUGUST 20, 2012

**BELL CANADA**

I have authority to bind the Corporation

Name:

Title: Director, Field Sales New Construction Maritime Shipyards

Date: agreed to on August 20/2012

## **Annexe A**

### **Adresse et description de l'Immeuble**

#### **A. Pour l'Immeuble :**

La présente conventions' applique a l'Immeuble suivant :

1 Wood , Westmount Quebec H3Z 3C5