

TELECOMMUNICATION AND BUILDING ACCESS LICENSE
EXISTING SINGLE RENTAL BUILDING - ACCESS ONLY- WIRELINE INTERNET

This 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, the sum of \$2.00 paid by each party to the other and other good and valuable consideration as set forth in Schedule "C", where applicable, hereto (the receipt and sufficiency of which are hereby acknowledged) Bell Canada and Medallion Corporation as Authorized Agent for 120 Shelburne Avenue Limited (the "Owner") agree as follows:

1. Owner hereby grants to Bell Canada, 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 (save as set out in Schedule "C" attached), a non-exclusive right and license to:
 - i. enter on and gain access in, over or under the multi-unit dwelling building more specifically 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, the telecommunication room and risers specifically designated by the Owner, from time to time, which may be in, on, over or under the Building (the "Equipment Space(s)") for the limited purposes of making available and providing telecommunications and other communication services related specifically to telephone, internet and television services, subject to the provisions only as set out in Schedule "D" attached and in conformance with CRTC rulings from time to time, (collectively the "Bell Services") to prospective tenants (both commercial and residential), invitees or residents of the Building (collectively, the "Occupant(s)");
 - ii. use, construct, install, test, operate, maintain, repair, service, upgrade, modify (provided that such upgrades or modifications do not require additional space within the Building or Equipment Space(s) and do not contemplate additional services not provided for in Schedule B), remove and replace Equipment 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. 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 provided, where a material installation, operation, enhancement or maintenance is planned for the Bell Services, Bell shall obtain Owner's prior approval of the "Scope of Work", which is defined as: (a) the plans, specifications and working drawings and (b) the timing of such changes, alterations or replacements prior to Bell undertaking any action hereunder and all such changes, alterations or replacements shall comply with the pre-approved plans and specifications and shall be completed in a good and workmanlike manner. For clarity, changes to in-suite wiring or services shall not trigger the aforementioned requirement. The Owner will not unreasonably withhold or delay its approval. Approval by the Owner of any plans and specifications does not constitute a representation, warranty or acknowledgement that the work satisfies the requirements noted above but is to be construed merely as a permission to proceed and to complete such work. Without limiting the generality of the foregoing, the term "material" when referring to any installation, operation, enhancement or maintenance includes but is not limited to the following examples: where any installation, operation, enhancement or maintenance (i) creates any noise or has the potential to disrupt tenants or other Occupants of the Building, (ii) has the potential to affect or interfere with any Building Services, (iii) requires Bell to have access to or occupy additional space in the Building, and/or (iv) requires Bell to bring additional conduit, cable or items of equipment into the Building (except in suite wiring or 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 into the Conduit, the Building and/or the Equipment Space(s), Bell may install, maintain, and upgrade (provided that such upgrades or modifications do not require additional space within the Building or Equipment Space(s) and do not contemplate additional services that are not specifically defined as directly relating to the Bell Services pursuant to this License or any Equipment within the Conduit. The parties shall agree in advance (both acting commercially reasonably) upon a plan of installation, and any future upgrade or maintenance requirements 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.
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 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**"). Except as specifically set out in Schedule "C", 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.
5. Nothing in this License limits the Owner's right, acting commercially reasonably, to repair any common elements of the Building; provided that where any such repair (or other cause) which may affect the Bell Equipment, the Owner shall make reasonable commercial efforts to provide Bell with reasonable advance written notice to request Bell to adjust and/or move its Equipment, at Bell's sole cost, before the repairs are made. Notice shall contain necessary particulars to permit Bell to comment and 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 Bell Equipment or Bell's ability to deliver the Bell Services.
6.
 - i. If the Bell Equipment interferes with, impedes or disrupts (each being an "**Interruption**") any communications signal that is generated by equipment existing within the Building prior to the installation of the Equipment (or after any modifications by Bell as provided for herein), the Owner shall notify Bell in writing of such Interruption and Bell will, immediately to the extent the Equipment is the sole or contributing cause of such Interruption, use its commercially best efforts to rectify any such Interruption for which it is responsible within a mutually agreed upon reasonable time frame as dictated by the nature of the Interruption, but not greater than ten (10) days. If it is determined that Bell has caused or contributed to the Interruption and, through the use of its commercially reasonable efforts, does not rectify an Interruption for which it is responsible pursuant to this Section within ten (10) days (or such longer period as may be necessary, having regard for the nature of the Interruption, provided that Bell is actively and diligently using its best efforts to rectify the Interruption) of receipt of notice of the Interruption, the Owner may (but shall not be obligated to) complete such repairs or modifications necessary to remedy the Interruption at Bell's cost (plus Owner's direct costs and standard administrative fee).
 - ii. If the Owner or its Building systems or any of the Occupants or other providers of telecommunications or other services cause an Interruption of the Equipment or the Bell Services, then Bell shall notify the Owner in writing of such Interruption and the Owner shall use its commercially reasonable efforts to rectify any such Interruption within a mutually agreed upon commercially reasonable time frame as dictated by the nature of the Interruption, but not greater than ten (10) days (or such longer period as may be necessary, having regard for the nature of the Interruption, provided that Owner is actively and diligently using its commercially reasonable efforts to rectify the Interruption). If Owner, through the use of its commercially reasonable efforts, does not rectify or cause to rectify an Interruption for which it is responsible pursuant to this Section within ten (10) days (or such longer period as may be necessary, having regard for the nature of the Interruption) of receipt of notice of the Interruption, Bell may (but shall not be obligated to) complete such repairs or modifications necessary to remedy the Interruption at Owner's cost).
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 and the Owner will each be liable for and will indemnify and save harmless the other, its directors, officers, employees, and contractors, and those for whom it is responsible in law (collectively, the "**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 negligence or wilful misconduct of the other party or its Indemnitees. Notwithstanding the foregoing, in no event will either party be liable for or indemnify and save harmless the other 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, excluding loss or damage caused by those for whom the Owner is not responsible in law or acts of God. This Section shall survive the expiration or termination of this License.

9. The term of this License is effective as of the Effective Date and shall continue to run from the Effective Date ending on AUGUST 31 2019 the "Term". The Term will automatically extend provided that Bell has not been in default beyond any applicable cure period for an additional five (5) year term (the "Renewal Term") on the terms and conditions herein. Thereafter the agreement shall holdover on the terms and conditions herein (the "Holdover Term") unless the parties, who shall negotiate renewal terms and conditions in good faith, agree in writing to alternative terms and conditions. During such Holdover Period, either the Owner or Bell may terminate this License, at any time, by giving the other party at least ninety (90) days' prior written notice of its intention to so terminate and the Holdover Period shall expire on the date set out in the party's termination notice in accordance with the terms of this License.
10. Either Party may terminate this License: (i) upon a party providing to the other party hereto with written notice of its intention to terminate this License upon at least ninety (90) days prior to the expiry of the Term, Renewal Term or Holdover term as the case may be, and provided the parties were unable to reach agreement after negotiating renewal terms in good faith; (ii) or on thirty (30) days written notice at any time 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 (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. (iv) 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 sixty (60) days' written notice to Owner. Upon expiry or termination of this License, pursuant to expiration and termination terms in Section 9, Bell shall remove all equipment installed within the Building (in which case Bell will retain title to the Bell Equipment), and restore the Building to the condition that existed prior to the installation of such Bell Equipment. Bell shall be allowed thirty (30) days to remove the Bell Equipment, (which includes the copper riser) to the commercially reasonable satisfaction of the Owner. In the event that Bell does not remove its equipment in accordance with the provisions of this Agreement, after which the Bell Equipment shall be deemed abandoned and ownership and title shall automatically transfer to the Owner without compensation.. In addition to any other remedies that the Owner may have, the Owner may, on its own behalf commence, maintain or settle an action for damages and costs in respect of removal of the Bell Equipment.
11. 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:

Attn: Vice President of Sales and Distribution

with a copy to Bell Canada's
Legal Department

To Owner:

Medallion Corporation as Authorized Agent For
120 Shelborne Avenue Limited
970 Lawrence Avenue, West, Suite 304
Toronto, Ontario. M6A 3B6

Fax:

Attn: Director, Commercial Leasing & Operations

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.

12. 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"), subject to the laws for the Province of Ontario.
13. This License constitutes the entire agreement of the parties and understandings on the subject matter hereof. Except as provided in Section 7, 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.
14. Owner shall make reasonable commercial efforts to notify Bell, in writing, in the event of an actual 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 make reasonable commercial efforts to 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).
15. The Owner and Bell hereby agree that this Agreement 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 Agreement 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 Agreement.

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

**MEDALLION CORPORATION AS AUTHORIZED
AGENT FOR 120 SHELBORNE AVENUE LIMITED**

BELL CANADA

~~I/We~~ have authority to bind the Corporation

Name:

Title: **Vice President**

Date: **JUL 03 2014**

~~I have~~ authority to bind the Corporation

Name:

Title: **Director, Field Sales**

Date: **JUL 03 2014**



TELECOMMUNICATION AND BUILDING ACCESS LICENSE
EXISTING SINGLE RENTAL BUILDING - ACCESS ONLY- TV

This 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, the sum of \$2.00 paid by each party to the other and other good and valuable consideration as set forth in Schedule "C", where applicable, hereto (the receipt and sufficiency of which are hereby acknowledged) Bell Canada and Medallion Corporation as Authorized Agent for 120 Shelborne Avenue Limited (the "Owner") agree as follows:

1. Owner hereby grants to Bell Canada, 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 (save as set out in Schedule "C" attached), a non-exclusive right and license to:
 - i. enter on and gain access in, over or under the multi-unit dwelling building more specifically 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, the telecommunication room and risers specifically designated by the Owner, from time to time, which may be in, on, over or under the Building (the "Equipment Space(s)") for the limited purposes of making available and providing telecommunications and other communication services related specifically to telephone, internet and television services, subject to the provisions only as set out in Schedule "D" attached and in conformance with CRTC rulings from time to time, (collectively the "Bell Services") to prospective tenants (both commercial and residential), invitees or residents of the Building (collectively, the "Occupant(s)");
 - ii. use, construct, install, test, operate, maintain, repair, service, upgrade, modify (provided that such upgrades or modifications do not require additional space within the Building or Equipment Space(s) and do not contemplate additional services not provided for in Schedule B), remove and replace Equipment 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. 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 provided, where a material installation, operation, enhancement or maintenance is planned for the Bell Services, Bell shall obtain Owner's prior approval of the "Scope of Work", which is defined as: (a) the plans, specifications and working drawings and (b) the timing of such changes, alterations or replacements prior to Bell undertaking any action hereunder and all such changes, alterations or replacements shall comply with the pre-approved plans and specifications and shall be completed in a good and workmanlike manner. For clarity, changes to in-suite wiring or services shall not trigger the aforementioned requirement. The Owner will not unreasonably withhold or delay its approval. Approval by the Owner of any plans and specifications does not constitute a representation, warranty or acknowledgement that the work satisfies the requirements noted above but is to be construed merely as a permission to proceed and to complete such work. Without limiting the generality of the foregoing, the term "material" when referring to any installation, operation, enhancement or maintenance includes but is not limited to the following examples: where any installation, operation, enhancement or maintenance (i) creates any noise or has the potential to disrupt tenants or other Occupants of the Building, (ii) has the potential to affect or interfere with any Building Services, (iii) requires Bell to have access to or occupy additional space in the Building, and/or (iv) requires Bell to bring additional conduit, cable or items of equipment into the Building (except in suite wiring or 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 use the signal feed from such CCTV's for the purpose of injecting such feed into the Bell Services (provided that Bell shall pay for any and all costs and equipment necessary to facilitate such connections). Owner acknowledges that Bell makes no representation or warranty in connection with access to the CCTV or use, content or quality of the signal feed. Bell agrees that it shall not use such feed for any form of marketing or advertising of 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 into the Conduit, the Building and/or the Equipment Space(s), Bell may install, maintain, and upgrade (provided that such upgrades or modifications do not require additional space within the Building or Equipment Space(s) and do not contemplate additional services that are not specifically defined as directly relating to the Bell Services

pursuant to this License or any Equipment within the Conduit. The parties shall agree in advance (both acting commercially reasonably) upon a plan of installation, and any future upgrade or maintenance requirements 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.
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 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**"). Except as specifically set out in Schedule "C", 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.
5. Nothing in this License limits the Owner's right, acting commercially reasonably, to repair any common elements of the Building; provided that where any such repair (or other cause) which may affect the Bell Equipment, the Owner shall make reasonable commercial efforts to provide Bell with reasonable advance written notice to request Bell to adjust and/or move its Equipment, at Bell's sole cost, before the repairs are made. Notice shall contain necessary particulars to permit Bell to comment and 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 Bell Equipment or Bell's ability to deliver the Bell Services.
6.
 - i. If the Bell Equipment interferes with, impedes or disrupts (each being an "**Interruption**") any communications signal that is generated by equipment existing within the Building prior to the installation of the Equipment (or after any modifications by Bell as provided for herein), the Owner shall notify Bell in writing of such Interruption and Bell will, immediately to the extent the Equipment is the sole or contributing cause of such Interruption, use its commercially best efforts to rectify any such Interruption for which it is responsible within a mutually agreed upon reasonable time frame as dictated by the nature of the Interruption, but not greater than ten (10) days. If it is determined that Bell has caused or contributed to the Interruption and, through the use of its commercially reasonable efforts, does not rectify an Interruption for which it is responsible pursuant to this Section within ten (10) days (or such longer period as may be necessary, having regard for the nature of the Interruption, provided that Bell is actively and diligently using its best efforts to rectify the Interruption) of receipt of notice of the Interruption, the Owner may (but shall not be obligated to) complete such repairs or modifications necessary to remedy the Interruption at Bell's cost (plus Owner's direct costs and standard administrative fee).
 - ii. If the Owner or its Building systems or any of the Occupants or other providers of telecommunications or other services cause an Interruption of the Equipment or the Bell Services, then Bell shall notify the Owner in writing of such Interruption and the Owner shall use its commercially reasonable efforts to rectify any such Interruption within a mutually agreed upon commercially reasonable time frame as dictated by the nature of the Interruption, but not greater than ten (10) days (or such longer period as may be necessary, having regard for the nature of the Interruption, provided that Owner is actively and diligently using its commercially reasonable efforts to rectify the Interruption). If Owner, through the use of its commercially reasonable efforts, does not rectify or cause to rectify an Interruption for which it is responsible pursuant to this Section within ten (10) days (or such longer period as may be necessary, having regard for the nature of the Interruption) of receipt of notice of the Interruption, Bell may (but shall not be obligated to) complete such repairs or modifications necessary to remedy the Interruption at Owner's cost).
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 and the Owner will each be liable for and will indemnify and save harmless the other, its directors, officers, employees, and contractors, and those for whom it is responsible in law (collectively, the "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 negligence or wilful misconduct of the other party or its Indemnitees. Notwithstanding the foregoing, in no event will either party be liable for or indemnify and save harmless the other 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, excluding loss or damage caused by those for whom the Owner is not responsible in law or acts of God. This Section shall survive the expiration or termination of this License.
9. The term of this License is effective as of the Effective Date and shall continue to run from the Effective Date ending on AUGUST 31, 2019 the "Term". The Term will automatically extend provided that Bell has not been in default beyond any applicable cure period for an additional five (5) year term (the "Renewal Term"); on the terms and conditions herein. Thereafter the agreement shall holdover on the terms and conditions herein (the "Holdover Term") unless the parties, who shall negotiate renewal terms and conditions in good faith, agree in writing to alternative terms and conditions. During such Holdover Period, either the Owner or Bell may terminate this License, at any time, by giving the other party at least ninety (90) days' prior written notice of its intention to so terminate and the Holdover Period shall expire on the date set out in the party's termination notice in accordance with the terms of this License.
10. Either Party may terminate this License: (i) upon a party providing to the other party hereto with written notice of its intention to terminate this License upon at least ninety (90) days prior to the expiry of the Term, Renewal Term or Holdover term as the case may be, and provided the parties were unable to reach agreement after negotiating renewal terms in good faith; (ii) or on thirty (30) days written notice at any time 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 (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. (iv) 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 sixty (60) days' written notice to Owner. Upon expiry or termination of this License, pursuant to expiration and termination terms in Section 9, Bell shall remove all equipment installed within the Building (in which case Bell will retain title to the Bell Equipment), and restore the Building to the condition that existed prior to the installation of such Bell Equipment. Bell shall be allowed thirty (30) days to remove the Bell Equipment, (which includes the copper riser) to the commercially reasonable satisfaction of the Owner. In the event that Bell does not remove its equipment in accordance with the provisions of this Agreement, after which the Bell Equipment shall be deemed abandoned and ownership and title shall automatically transfer to the Owner without compensation.. In addition to any other remedies that the Owner may have, the Owner may, on its own behalf commence, maintain or settle an action for damages and costs in respect of removal of the Bell Equipment.
11. 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:

Attn: Vice President of Sales and Distribution

with a copy to Bell Canada's
Legal Department

To Owner:

Medallion Corporation as Authorized Agent For
120 Shelborne Avenue Limited
970 Lawrence Avenue, West, Suite 304
Toronto, Ontario. M6A 3B6

Fax:

Attn: Director, Commercial Leasing & Operations

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.

12. 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 *Broadcasting Act*, as amended or the rules and regulations of the Canadian Radio-Television and Telecommunications Commission (the "CRTC"), subject to the laws for the Province of Ontario.
13. This License constitutes the entire agreement of the parties and understandings on the subject matter hereof. Except as provided in Section 7, 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.
14. Owner shall make reasonable commercial efforts to notify Bell, in writing, in the event of an actual 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 make reasonable commercial efforts to 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).
15. The Owner and Bell hereby agree that this Agreement 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 Agreement 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 Agreement.

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

**MEDALLION CORPORATION AS AUTHORIZED AGENT FOR
120 SHELBORNE AVENUE LIMITED**

BELL CANADA


I have authority to bind the Corporation

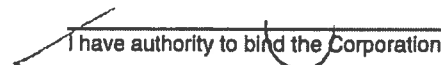
Name:

Vice President

Title:

Date:

JUL 03 2014


I have authority to bind the Corporation

Name:

Title: **Director, Field Sales**

Date:

JUL 03 2014

Schedule "A"

Address and Description of Building

A. Building

This Licence applies to the following Building:

#Suite	Street#	Street Name	Street Suffix	Street Direction	City	Province	Postal Code	Legal Description
185	120	Shelborne	Av		North York	ON	M6B 2M7	120 Shelborne Avenue Limited