



**TELECOMMUNICATION AND BUILDING ACCESS LICENSE**  
**TV ACCESS ONLY - RENTAL PORTFOLIO**

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 (the receipt and sufficiency of which are hereby acknowledged) Bell Canada and SKYLINE EQUITIES INC. (the "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") a non-exclusive right and license (the "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 Bell's TV services subject to CRTC rulings from time to time (collectively the "Bell Services"), to tenants or residents of the Building (collectively, the "Occupant(s)");
  - ii. use, construct, install, test, operate, maintain, repair, service, upgrade, modify, 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 that prior to any change, alteration, repair or replacement of any Equipment that could have a material impact on an Occupant or a Building, Bell obtains pre-approval from the Owner, which approval will not be unreasonably withheld. Equipment does NOT include any fixtures or chattels that belong to persons or entities other than Bell;
  - 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 and to use the signal feed from such CCTVs for the purpose of injecting such feed into the Bell Services; subject to consent by the owner of such CCTV to such access and use. Owner acknowledges that Bell makes no representation or warranty in connection with the content or quality of the signal feed from the CCTV. Bell will not interfere with the delivery of services through the CCTV by others.

Nothing herein shall be construed or interpreted as granting Bell any exclusive access rights or access privileges in or to or over or under the Building to the exclusion of any other third parties.

Bell agrees to ensure that operation of the Equipment will not cause any technical interference with the delivery of services provided by others at the Building existing at the date of this License, failing which such Equipment will be modified or removed as necessary. Location of Equipment Space(s) shall be subject to a Bell proposed plan and agreed to between the parties. Equipment Space(s) shall only be used for housing and accessing the Equipment.

2. To the extent applicable, the Owner further grants to Bell a non-exclusive easement and right of way and/or a path to the property line from a Building, as the case may be and in or through the Equipment Space (an "Easement") if it is determined that a fibre optic cable or other equipment must be installed to a Building and/or in the Equipment Space. The Owner and Bell shall in advance, agree (both acting reasonably) upon a suitable location for the Easement including a suitable location to install the fibre optic cable on the property of the Owner, and use of the Easement is limited accordingly. The Owner agrees to allow Bell to register, at Bell's expense, such easement and right of way. The terms of the Easement shall be agreed upon between the parties, both acting reasonably and in good faith, and reduced to writing and executed prior to any such installation. Such registration shall be forthwith removed by Bell at its expense with respect to any particular Building in the event this License is terminated or expires with respect to such Building.
3. Upon request from time to time, Bell shall forthwith furnish to the Owner written confirmation addressed to the Owner and such other party(ies) as the Owner may reasonably request (such as mortgagees, potential lenders and potential purchasers) that (if such be the case) this agreement is unmodified and in full force and effect (or if there have been modifications) that this agreement is in full force and effect as modified, and identifying the modifications and modification agreements: the status of accounts between the parties; whether or not there is any existing or alleged default by either party hereunder (and specifying the nature and extent thereof); as well as any other matters the Owner reasonably requires. The parties to whom the confirmation is addressed shall be entitled to rely on it.

4. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell during normal service hours, namely between the hours of 8:00 a.m. and 9:00 p.m., 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. At the option of the Owner, access to a Building shall be in the company of a representative of the Owner.
5. The parties shall meet the installation requirements for the Equipment to be installed by Bell as such requirements are more specifically set forth in Schedule "B" hereto. Bell shall, at its own cost: (i) ensure that the 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 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 damages to the Building or the Equipment Space(s) or the property on which the Building is located (the "Building Lands") where such damages are caused by or arising out of any negligent act, wilful misconduct or omission relating to Bell's use of the License including its use and occupation of the Equipment Space or the Building, or the Building Lands and/or its use and/or occupation of the Easement (the "Covenant"). Except as otherwise provided in Section 22 of the Condominium Act, 1998 (as same may be amended or replaced from time to time), where any Building is or becomes a condominium, the Equipment will remain the property of Bell at all times, and will not become a fixture despite any legal principle to the contrary. The 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 Equipment nor any of Bell owned items reasonably contemplated herein and shall not make any claim to the contrary. If Bell wishes to install or place at a Building or on or under any Building Lands any equipment, supplies or materials that do(es) not belong to Bell, Bell will not install or place same without obtaining the prior written approval of the Owner, such approval not to be unreasonably withheld.
6. Nothing in this License limits the Owner's right to maintain or repair any part of a Building or Building Lands; provided that where any such maintenance or repair may affect Bell's Equipment, the Owner shall (except in the case of emergencies): (i) provide Bell with reasonable advance written notice to request Bell to adjust and/or move the Equipment before the maintenance or 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 shall, at its sole option: (A) provide one Bell technician for a maximum of one eight (8) hour period; or (B) pay for its own cost of the move, such cost not to exceed a maximum amount equal to the cost to Bell of the technician referred to in (A), to facilitate the movement or relocation of the Equipment as required by the Owner. Where the time or costs to Bell exceed the foregoing, Bell may terminate this License with respect to the Building in question by providing the Owner with one (1) month's written notice without any further charges, liabilities or penalties to either party hereto.
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, shareholders, agents 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, or the Easement or the Equipment or any of its rights arising hereunder (including, without limitation, any breach of the Covenant set forth in Section 5 herein), provided that Bell will not be required to indemnify the Owner Indemnitees to the extent that (but only to the extent that) 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 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 physical 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. Notwithstanding the foregoing, in no event will the Owner be liable for or indemnify and save harmless Bell 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.

9. 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"). The Term will be automatically extended for additional one year terms for so long as Bell Services are available to the Building (the "Renewal Term") on the terms and conditions herein.
10. 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 eighty (180) days prior to the expiration of the Term or Renewal Term, provided there are no active subscribers to Bell Services in the Building; (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. 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 the Bell Services in an economical and technically practical fashion, Bell may terminate this License upon thirty (30) days' written notice to the Owner. 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 Equipment), Bell shall be allowed thirty (30) days to remove the Equipment (and shall forthwith repair at its cost any damage arising as a result of such removal), after which the Equipment shall be deemed abandoned and ownership and title shall automatically transfer to the Owner.
11. The Owner shall be permitted to mortgage a Building without the consent of Bell, and Bell agrees to postpone any registered interest it may have in a Building, including an Easement, in favour of any mortgagee provided such mortgagee agrees not to disturb Bell's rights under this Agreement so long as Bell remains in good standing hereunder. The Owner may terminate this License with respect to any particular Building upon 90 days' written notice to Bell where the Owner intends to demolish that Building. Where the Owner intends to materially alter the use of a Building (such as, for example, converting all or a portion thereof to a hotel) and where Bell and the Owner agree that such alteration will prohibit the parties' abilities to exercise their rights under this Agreement, then the Owner shall, subject to the provisions of Sections 4 and 18 hereof with respect to condominium conversions, be permitted to terminate this License upon 90 days' written notice to Bell with respect to such Building. Once the alteration in use has been completed, and provided that such altered use is compatible with the receipt of Bell Services, the parties will negotiate in good faith to conclude an agreement whereby Bell can continue to deliver Bell Services to such Building.
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:

Attn: Director, Greenfield & MDU Sales

with a copy to Bell Canada's  
Legal Department

To Owner:

70 Fountain Street East  
Guelph, Ontario  
N1H 3N6

Fax:

Attn:

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 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.
15. The Owner and Bell 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 anyone 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 the Owner acquires a new building (the "New Building"), the Owner may provide Bell with written notice of such New Building and Bell, at its sole option, may add such New Building to this License within thirty (30) days of receipt of such notice. The parties shall add such New Building to Schedule "A" by execution of an addendum substantially in the form set forth in Schedule "C" hereto. Notwithstanding the foregoing, if a New Building is already subject to a licence agreement in favour of Bell that is similar to this agreement (the "New Building Existing Agreement"), and if the Owner assumes the New Building Existing Agreement in connection with its acquisition of the New Building, Bell shall not have the option of adding the New Building to this License, it being understood that the New Building shall continue to be governed by the New Building Existing Agreement.
17. In consideration for the right and license granted herein and upon installation of the Bell Equipment in a Building, Bell shall pay to the Owner the consideration in accordance with the terms and conditions set forth in Schedule "D" hereto.
18. The 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 of a portion of a Building to a governmental authority), 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).
19. 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 employees, officers, directors, auditors, financial, professional and legal advisors, or as may otherwise be required by law. For greater certainty, this provision shall not be construed to prevent the Owner from disclosing any of the terms of this License to its lenders or potential lenders, or to any potential purchaser of a Building and its potential lender(s). This section shall survive the expiry or early termination of this License.
20. Throughout the Term and any Renewal Term Bell shall, at its sole cost and expense, take out and keep in full force and effect comprehensive general liability insurance, including but not limited to personal injury liability, contractual liability and owners' and contractors' protective insurance coverage with respect to Bell's use of the License and any Easement; such coverage to include the activities and operations conducted by Bell and any other person (s) performing work on behalf of Bell or on whose behalf Bell is in law responsible. Such policy shall be written with inclusive limits of not less than five million dollars (\$5,000,000.00) for each occurrence involving bodily injury, death or property damage, or for such higher limits as the Owner may reasonably require from time to time in consultation with Bell. The required insured limit may be composed of any combination of primary and excess liability (or "umbrella") insurance policies. The Owner shall be named as an additional insured and upon request Bell shall provide the Owner with a certificate of insurance evidencing such insurance.
21. If any Building is or becomes a condominium (which conversion is permitted without the consent of Bell), the License is subject to the Declaration, By-Laws and Rules of the Corporation (as defined below). Subject to the provisions of the Condominium Act, 1998, as amended or replaced from time to time, the condominium corporation for the Building (the "Corporation") shall, at the "turnover meeting", be deemed to have assumed and be bound by all the rights and obligations of the Owner as set out herein, and the Owner shall be released from any further obligations hereunder. Bell shall continue to be bound by all of its rights and obligations as set out herein following such "turnover meeting", as if the Corporation were the Owner named herein.

j.

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

SKYLINE EQUITIES INC.

BELL CANADA

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I/We have the authority to bind the Corporation

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I have authority to bind the Corporation

Name:

Name:

Title: Vice-President

Title: Director, Greenfield & MDU Sales

Date: April 17, 2009

Date: April 17, 2009

**Schedule "A"**

**Addresses of Buildings**

<b>NUMBER</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>POSTAL</b>	<b>SUITES</b>
211	Hunters St E	Peterborough	K9H 7L6	67



**TELECOMMUNICATION AND BUILDING ACCESS LICENSE**  
**ACCESS ONLY - WIRELINE & INTERNET • RENTAL PORTFOLIO**

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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 SKYLINE EQUITIES INC. (the "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") a non-exclusive right and license (the "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 tenants or residents of the Building (collectively, the "Occupant(s)");
  - ii. use, construct, install, test, operate, maintain, repair, service, upgrade, modify, 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 that prior to any change, alteration, repair or replacement of any Equipment that could have a material impact on an Occupant or a Building, Bell obtains pre-approval from the Owner, which approval will not be unreasonably withheld. Equipment does NOT include any fixtures or chattels that belong to persons or entities other than Bell.

Nothing herein shall be construed or interpreted as granting Bell any exclusive access rights or access privileges in or to or over or under the Building to the exclusion of any other third parties.

Bell agrees to ensure that operation of the Equipment will not cause any technical interference with the delivery of services provided by others at the Building existing at the date of this License, failing which such Equipment will be modified or removed as necessary. Location of Equipment Space(s) shall be subject to a Bell proposed plan and agreed to between the parties. Equipment Space(s) shall only be used for housing and accessing the Equipment.

2. To the extent applicable, the Owner further grants to Bell a non-exclusive easement and right of way and/or a path to the property line from a Building, as the case may be and in or through the Equipment Space (an "Easement") if it is determined that a fibre optic cable or other equipment must be installed to a Building and/or in the Equipment Space. The Owner and Bell shall in advance, agree (both acting reasonably) upon a suitable location for the Easement including a suitable location to install the fibre optic cable on the property of the Owner, and use of the Easement is limited accordingly. The Owner agrees to allow Bell to register, at Bell's expense, such easement and right of way. The terms of the Easement shall be agreed upon between the parties, both acting reasonably and in good faith, and reduced to writing and executed prior to any such installation. Such registration shall be forthwith removed by Bell at its expense with respect to any particular Building in the event this License is terminated or expires with respect to such Building.
3. Upon request from time to time, Bell shall forthwith furnish to the Owner written confirmation addressed to the Owner and such other party(ies) as the Owner may reasonably request (such as mortgagees, potential lenders and potential purchasers) that (if such be the case) this agreement is unmodified and in full force and effect (or if there have been modifications) that this agreement is in full force and effect as modified, and identifying the modifications and modification agreements; the status of accounts between the parties; whether or not there is any existing or alleged default by either party hereunder (and specifying the nature and extent thereof); as well as any other matters the Owner reasonably requires. The parties to whom the confirmation is addressed shall be entitled to rely on it.
4. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell during normal service hours, namely between the hours of 8:00 a.m. and 9:00 p.m., 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. At the option of the Owner, access to a Building shall be in the company of a representative of the Owner.



5. The parties shall meet the installation requirements for the Equipment to be installed by Bell as such requirements are more specifically set forth in Schedule "B" hereto. Bell shall, at its own cost: (i) ensure that the 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 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 damages to the Building or the Equipment Space(s) or the property on which the Building is located (the "Building Lands") where such damages are caused by or arising out of any negligent act, wilful misconduct or omission relating to Bell's use of the License including its use and occupation of the Equipment Space or the Building, or the Building Lands and/or its use and/or occupation of the Easement (the "Covenant"). Except as otherwise provided in Section 22 of the Condominium Act, 1998 (as same may be amended or replaced from time to time), where any Building is or becomes a condominium, the Equipment will remain the property of Bell at all times, and will not become a fixture despite any legal principle to the contrary. The 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 Equipment nor any of Bell owned items reasonably contemplated herein and shall not make any claim to the contrary. If Bell wishes to install or place at a Building or on or under any Building Lands any equipment, supplies or materials that do(es) not belong to Bell, Bell will not install or place same without obtaining the prior written approval of the Owner, such approval not to be unreasonably withheld.
6. Nothing in this License limits the Owner's right to maintain or repair any part of a Building or Building Lands; provided that where any such maintenance or repair may affect Bell's Equipment, the Owner shall (except in the case of emergencies): (i) provide Bell with reasonable advance written notice to request Bell to adjust and/or move the Equipment before the maintenance or 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 shall, at its sole option: (A) provide one Bell technician for a maximum of one eight (8) hour period; or (B) pay for its own cost of the move, such cost not to exceed a maximum amount equal to the cost to Bell of the technician referred to in (A), to facilitate the movement or relocation of the Equipment as required by the Owner. Where the time or costs to Bell exceed the foregoing, Bell may terminate this License with respect to the Building in question by providing the Owner with one (1) month's written notice without any further charges, liabilities or penalties to either party hereto.
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, shareholders, agents 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, or the Easement or the Equipment or any of its rights arising hereunder (including, without limitation, any breach of the Covenant set forth in Section 5 herein), provided that Bell will not be required to indemnify the Owner Indemnitees to the extent that (but only to the extent that) 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 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 physical 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. Notwithstanding the foregoing, in no event will the Owner be liable for or indemnify and save harmless Bell 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.



9. 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"). The Term will be automatically extended for additional one year terms for so long as Bell Services are available to the Building (the "Renewal Term") on the terms and conditions herein.
10. 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 eighty (180) days prior to the expiration of the Term or Renewal Term, provided there are no active subscribers to Bell Services in the Building; (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. 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 the Bell Services in an economical and technically practical fashion, Bell may terminate this License upon thirty (30) days' written notice to the Owner. 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 Equipment), Bell shall be allowed thirty (30) days to remove the Equipment (and shall forthwith repair at its cost any damage arising as a result of such removal), after which the Equipment shall be deemed abandoned and ownership and title shall automatically transfer to the Owner.
11. The Owner shall be permitted to mortgage a Building without the consent of Bell, and Bell agrees to postpone any registered interest it may have in a Building, including an Easement, in favour of any mortgagee provided such mortgagee agrees not to disturb Bell's rights under this Agreement so long as Bell remains in good standing hereunder. The Owner may terminate this License with respect to any particular Building upon 90 days' written notice to Bell where the Owner intends to demolish that Building. Where the Owner intends to materially alter the use of a Building (such as, for example, converting all or a portion thereof to a hotel) and where Bell and the Owner agree that such alteration will prohibit the parties' abilities to exercise their rights under this Agreement, then the Owner shall, subject to the provisions of Sections 4 and 18 hereof with respect to condominium conversions, be permitted to terminate this License upon 90 days' written notice to Bell with respect to such Building. Once the alteration in use has been completed, and provided that such altered use is compatible with the receipt of Bell Services, the parties will negotiate in good faith to conclude an agreement whereby Bell can continue to deliver Bell Services to such Building.
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

To Owner:

70 Fountain Street East  
Guelph, Ontario  
N1H 3N6

Attn: Director, Greenfield & MDU Sales

with a copy to Bell Canada's  
Legal Department

Attn: Roy Jason Ashdown

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 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.
15. The Owner and Bell 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 anyone 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 the Owner acquires a new building (the "New Building"), the Owner may provide Bell with written notice of such New Building and Bell, at its sole option, may add such New Building to this License within thirty (30) days of receipt of such notice. The parties shall add such New Building to Schedule "A" by execution of an addendum substantially in the form set forth in Schedule "C" hereto. Notwithstanding the foregoing, if a New Building is already subject to a licence agreement in favour of Bell that is similar to this agreement (the "New Building Existing Agreement"), and if the Owner assumes the New Building Existing Agreement in connection with its acquisition of the New Building, Bell shall not have the option of adding the New Building to this License, it being understood that the New Building shall continue to be governed by the New Building Existing Agreement.
17. The 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 of a portion of a Building to a governmental authority), 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).
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 employees, officers, directors, auditors, financial, professional and legal advisors, or as may otherwise be required by law. For greater certainty, this provision shall not be construed to prevent the Owner from disclosing any of the terms of this License to its lenders or potential lenders, or to any potential purchaser of a Building and its potential lender(s). This section shall survive the expiry or early termination of this License.
19. Throughout the Term and any Renewal Term Bell shall, at its sole cost and expense, take out and keep in full force and effect comprehensive general liability insurance, including but not limited to personal injury liability, contractual liability and owners' and contractors' protective insurance coverage with respect to Bell's use of the License and any Easement; such coverage to include the activities and operations conducted by Bell and any other person (s) performing work on behalf of Bell or on whose behalf Bell is in law responsible. Such policy shall be written with inclusive limits of not less than five million dollars (\$5,000,000.00) for each occurrence involving bodily injury, death or property damage, or for such higher limits as the Owner may reasonably require from time to time in consultation with Bell. The required insured limit may be composed of any combination of primary and excess liability (or "umbrella") insurance policies. The Owner shall be named as an additional insured and upon request Bell shall provide the Owner with a certificate of insurance evidencing such insurance.
20. If any Building is or becomes a condominium (which conversion is permitted without the consent of Bell), the License is subject to the Declaration, By-Laws and Rules of the Corporation (as defined below). Subject to the provisions of the Condominium Act, 1998, as amended or replaced from time to time, the condominium corporation for the Building (the "Corporation") shall, at the "turnover meeting", be deemed to have assumed and be bound by all the rights and obligations of the Owner as set out herein, and the Owner shall be released from any further obligations hereunder. Bell shall continue to be bound by all of its rights and obligations as set out herein following such "turnover meeting", as if the Corporation were the Owner named herein.

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

SKYLINE EQUITIES INC.

BELL CANADA

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I/We have the authority to bind the Corporation

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I have authority to bind the Corporation

Name:

Name:

Title: Vice-President

Title: Director, Greenfield & MDU Sales

Date: April 17, 2009

Date: April 17, 2009

1.

**Schedule "A"**

**Addresses of Buildings**

<b>NUMBER</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>POSTAL</b>	<b>SUITES</b>
211	Hunter St E	Peterborough	K9H 7L6	67