



TELECOMMUNICATION AND BUILDING ACCESS LICENSE
EXISTING CONDOMINIUM BUILDINGS

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

WHEREAS Reid's Heritage Homes Ltd. leases from the University of Guelph the lands upon which the Building (as hereinafter defined) is located.

AND WHEREAS Reid's Heritage Homes Ltd. is required to maintain the common areas and facilities as required by the University of Guelph pursuant to the lease agreement between the parties.

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 Wellington Leasehold Condominium Corporation No. 134 (the "Corporation") and Reid's Heritage Homes Ltd. ("Reid's") agree as follows:

1. The Corporation and Reid's hereby grant to Bell Canada and any Affiliates of BCE Inc. ("Affiliates" as defined in the Canada Business Corporations Act, as amended) including without limitation, those for whom Bell Canada is responsible in law (hereinafter, collectively referred to as "Bell") at no cost or charge to Bell, a non-exclusive right and license to:
 - i. enter on and gain access in, over or under the multi-unit dwelling building(s) described in Schedule "A" (each, individually 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 purchases 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 March 5, 2010 (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 and 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 and to use the signal feed from such CCTV's for the purpose of injecting such feed into the Bell Services. Corporation and Reid's acknowledge 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.
2. To the extent applicable, Corporation and Reid's further grant to Bell a non-exclusive and statutory right of way and/or a path to the property from the Building, as the case may be and in or through the Equipment Space if it is determined that a fibre optic cable or such other equipment must be installed to the Building and/or in the Equipment Space. Corporation and Reid's shall in advance agree (both acting reasonably) upon a suitable location to install the fibre optic cable on the property of the Corporation and the property of Reid's. Corporation and Reid's agree to allow Bell to register, at Bell's expense, such easement and right of way.
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 Corporation or its agent and to Reid's 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 otherwise provided in Section 22 of the Condominium Act, 1998, 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. Corporation and Reid's agree that they have 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 Corporation's or Reid's right to repair any common elements of the Building; provided that where any such repair may affect the Bell Equipment, the Corporation and Reid's shall: (i) provide Bell with reasonable advance written notice to request Bell to adjust and/or move its Equipment before the repairs are made; and (ii) reimburse Bell for all reasonable costs Bell incurs as a result of any material relocation or adjustment.
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; (3) it is validly organized and existing under the name indicated on this License; and (4) no condominium rule or by-law 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 will be liable for and will indemnify and save harmless the Corporation and Reid's, their directors, officers, employees, and contractors, and those for whom they are responsible in law (collectively, the "Corporation and Reid's 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 common elements (including, without limitation, the Covenant set forth in Section 4 herein), provided that Bell will not be required to indemnify the Corporation and Reid's Indemnitees to the extent any such Losses are caused by any negligent act, wilful misconduct or omission of any of the Corporation or Reid's Indemnitees. Notwithstanding the foregoing, in no event will Bell be liable for or indemnify and save harmless any of the Corporation or Reid's 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 Corporation and Reid's shall indemnify and save Bell harmless from any loss of or damage to the Equipment caused by the Corporation and Reid's, their employees, agents or contractors or for those whom the Corporation or Reid's 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 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.
9. Either party may terminate this License, i) in writing at least ninety (90) days prior to the end of the Term or any Renewal Term, provided there are no active subscribers to Bell Services in the Building; (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's Services or the terms in which they are provided which is inconsistent with the terms of this License or impairs Bell's ability to provide Bell's Services in an economical and technically practical fashion, Bell may terminate this License upon thirty (30) days' written notice to Corporation and Reid's. Upon expiry or termination of this License, Bell shall be allowed thirty (30) days to remove the Equipment, subject to Section 22 of the Condominium Act, 1998. None of the rights and obligations contained herein may be assigned or transferred without the prior written consent of Bell..

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:

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 Reid's Heritage Homes Ltd:
221 Stone Road East
Guelph, ON
N1G 4X3

Fax:

Attn: Administrator

To Corporation:

c/o it Property Manager, Reid's Heritage Homes
221 Stone Road East,
Guelph, ON N1G 4X3

Fax:

Attn: Property Manager Administrator

Notices shall be deemed to have been received by the Corporation or Reid's 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 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").
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. Bell agrees that neither the satellite dish nor any of the other Bell Equipment will be used to transmit and/or forward signals and/or telecommunications or other communications of any kind to any other locations other than the residential units of Wellington Leasehold Condominium Plan No. 134.

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

WELLINGTON LEASEHOLD CONDOMINIUM
CORPORATION NO. 134

BELL CANADA

I/We have the authority to bind the Corporation

I have authority to bind the Corporation

Name:

Name:

Title: President

Title: Senior Director, Wireline Video Sales

Name:

Title: Secretary

Date: March 5, 2010-05-20

Date: March 5, 2010

REID'S HERITAGE HOMES LTD.

I/We have the authority to bind the Corporation

Name:

Title: Vice-President

Date: March 5, 2010

Schedule "A"
Address and Description of Building

A. Building:

This License applies to the following Building:

Building Name:

Hampton

Municipal Address:

71 Bayberry Drive, Guelph. ON