



TELECOMMUNICATION AND BUILDING ACCESS LICENSE – NEW BUILDINGS

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

In consideration of the mutual rights and obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) Bell Canada and E. Khoury Construction Inc. (the "Owner") agree as follows:

1. Owner hereby grants to Bell Canada and the Affiliates of BCE Inc. ("Affiliates" has the meaning given to in the Canada Business Corporations Act, as amended) (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, on, over or under the multi-unit dwelling building: to be constructed by the Owner as described in Schedule "A" (the "Building") and the common elements and other common areas Of the Building, (ii) use in-building wire ("In-Building Wire" as defined by the Canadian Radio-Television and Telecommunications Commission (the "CRTC") in its decision 99-10) or cabling owned or controlled by Bell, the Owner or any third party, and (iii) subject to applicable privacy legislation make available and provide telecommunications and other communication services subject to CRTC rulings from time to time (collectively the "Bell Services") to local exchange carriers, prospective purchasers and the owners, tenants, invitees or residents of the Building (collectively the "Occupant(s)") (the "License"). Nothing in this License shall be construed or interpreted as granting Bell any exclusive rights or privileges in or to the Building, relating to access or installation rights, to the exclusion of any other third parties.
2. The right and License in Section 1 includes, without limitation, Bell's right, in its sole discretion, to construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace its Equipment (as defined below) in, on over or under the Building. "Equipment" includes, but is not limited to, any Bell equipment, In Building Wire, infrastructure or otherwise, which is necessary and incidental to enable and deliver Bell Services to Occupants. Nothing herein limits Bell's ability, in its sole discretion, to change, alter or replace the Equipment with new or different equipment to provision the Bell Services. Equipment excludes: conduit, individual receiver decoders, whether VDSL or otherwise, or any other equipment that can be individually addressed either electronically or manually by Bell (each an "IRD"), which will be sold or rented to Occupants by Bell or any other authorized sales agent. The Owner shall allow Bell to gain access to the Building for the purpose of picking up any IRD no longer required by an Occupant.
3. The Owner agrees that Bell, and those for whom it is responsible at law shall be permitted to use and access all portions of the Building necessary for the provision of Bell Services and for the matters as provided in Section 1. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell during normal business 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 term of this License is effective as of the Effective Date and shall continue to run for a period often (10) years from the Effective Date (the "Term"). Where a declaration of co-ownership is published and a syndicate is constituted (the "Syndicate") with respect to the Building, prior to the expiry of the Term, the Owner shall, upon such publication and subject to applicable law, cause the Syndicate to assume, duly ratify and be bound by all the rights and obligations of the Owner as set out herein.
5. Bell shall, at its own cost (i) ensure that all Equipment is installed in accordance with all 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 installed by Bell during the Term, although each individual Occupant may incur charges (at Bell's then applicable rates) relating to post-installation activities specific to such Occupant's in-suite requirements: 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 Owner agrees that it has no legal ownership interest in the Equipment or any of the items reasonably contemplated by Section 2 above and shall not make any claim to the contrary.
6. Owner agrees to provide to Bell, at no charge to Bell, access to and use of, one or more rooms or other segregated, enclosed spaces in, on, over or under the Building (the "Equipment Space(s)"), as needed and mutually agreed upon by the parties, acting in good faith, which is suitable to house or store the Equipment. Owner agrees that the access rights herein include: a right to access the Equipment Space in the Building. The Equipment Space shall have adequate power supply and adequate natural or artificial ventilation for the proper operation of the Equipment. Nothing in this License limits the Owner's right to repair any common elements of the Building; provided that where any such repair may affect Bell's Equipment, the Owner shall: (i) provide Bell with reasonable advance written notice to request Bell to adjust and/or move its Equipment before the repairs are made; and (ii) reimburse Bell for all reasonable costs Bell incurs as a result of any material relocation or adjustment.
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 or by-law is in force that would prevent or limit Bell from entering into this License. Bell further covenants to repair, at its sole expense, any damage to the Building or the Equipment Space where the damage is caused by Bell, normal wear and tear excepted.
8. Despite anything contained herein to the contrary, Bell will be liable for and will indemnify and save harmless the Owner, its directors, officers, employees, and contractors, and those for whom it is responsible in law (collectively, the "Owner Indemnitees"), from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses (collectively, the "Losses") arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any negligent or wilful act or omission relating to Bell's use and occupation of the Equipment Space or the Building, provided that Bell will not be required to indemnify the Owner Indemnitees to the extent any such Losses are caused by any negligent or wilful act 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. This Section shall survive the expiration or termination of this License.

9. Unless a Party provides 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 (as defined below), this License shall automatically renew for successive one (1) year renewal terms (the "Renewal Term") on the terms and conditions herein. Either Party may terminate this License: i) 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 ii) immediately, in the event of insolvency, reorganization, assignment, petition or appointment of a trustee or such other act of bankruptcy of the other party. Upon expiry or termination of this License, Bell shall be allowed thirty (30) days to remove the Equipment.

10. This License is subject to all applicable federal, provincial and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Telecommunications Act, as amended, the Broadcasting Act, as amended or the Canadian Radio-Television and Telecommunications Commission (the "CRTC"). 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 a economical and technically practical fashion, Bell may terminate this License upon thirty (30) days' written notice to Owner.

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:  
100 Wynford Drive, Floor 6  
Toronto, Ontario  
M3C4B4

To Owner:  
Harcos Development Ltd.  
303-4770 Kent Avenue  
Montreal, PQ

Fax:

Fax:

with a copy to Bell's  
Legal Department

• 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 Quebec and the laws of Canada applicable therein, excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction. Except as provided for Section 4 above, none of the rights and obligations contained herein may be assigned or transferred by Owner, without the prior written consent of Bell.

13. This License and the Marketing Agreement - New Buildings dated June 15, 2009 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.

14. To the extent applicable, Owner agrees to grant to Bell a non-exclusive easement and statutory right of way and/or a path to the property line 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. Owner and Bell shall in advance, agree upon a suitable location to install the fibre optic cable on the property of the Owner. Owner agrees to allow Bell to register, at Bell's expense, the easement and right of way, and/or notice of this License.

15. The parties confirm that it is their wish that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only. Les parties aux présentes confirment que c'est leur volonté que la présente convention de même que tous les documents, y compris les avis, s'y rattachant, soient rédigés en anglais seulement.

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

E. KHOURY CONSTRUCTION INC.

BELL CANADA

I/We have the authority to bind the Corporation

Name:

Title: V.P.

Date: June 15, 2009

I have authority to bind the Corporation

Name:

Title: Director of Greenfield and MDU Sales

Date: June 15, 2009

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Schedule "A"

Address and Description of Building

A. For the Building:

This License applies to the following Building:

Building Name:

Le Parc Regency

Municipal Address:

4500 Chemins des Cageux, Laval, Quebec