

TELECOMMUNICATION AND BUILDING ACCESS LICENSE  
EXISTING CONDOMINIUM BUILDINGS

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 Metro Toronto Condominium Corporation #731 (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") at no cost or charge to Bell, a non-exclusive right and license to:
  - i. enter on and gain access in, over or under the multi-unit dwelling building described in Schedule "A" (the "Building") and the common elements and other common areas of the Building, including without limitation, access to and use of, one or more rooms or other segregated spaces in, on, over or under the Building (the "Equipment Space(s)") for the purposes of: (a) making available and providing telecommunications and other communication services subject to CRTC rulings from time to time, (collectively the "Bell Services") to prospective purchasers and the owners, tenants, invitees or residents of the Building (collectively, the "Occupant(s)"); and (b) exercising non exclusive marketing and advertising rights in accordance with the terms and conditions of the Marketing Agreement – Existing Condominium Buildings dated \_\_\_\_\_ (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 or different equipment to provision the Bell Services. Bell's rights contained in this License are subject to Bell: (i) providing prior reasonable notice to the Owner of Bell's intention to exercise its rights under this License and Bell obtaining the Owner's prior written consent with respect to same, which shall not be unreasonably withheld; (ii) ensuring that Bell's Equipment will not, subject to Section 13 of this License, cause interference with or degradation to any of the other signals lawfully transmitted or received or systems operating on or about the Building, to the satisfaction of the Owner; and (iii) agreeing to repair any and all damage that may be caused to the Building by Bell or its agents as a result of Bell exercising its rights under this License, to the satisfaction of the Owner; 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. 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.

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. For certainty, this right of access does not include access to any residential units(s) or any exclusive use common elements.

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 to the Conduit, the Building and/or the Equipment Space(s), Bell may install, maintain, and upgrade any Equipment within the Conduit. The parties shall agree in advance (both acting reasonably) upon a plan of installation, upgrade or maintenance of the Equipment within the Conduit.
3. Notwithstanding anything contained in this License, upon reasonable notice provided to the Owner by Bell, the Owner will agree to grant Bell access to the Building, Equipment and Equipment Space(s) during normal weekday service hours of 8:30 a.m. to 8:30 p.m, provided that, in the event of an emergency, the Owner shall grant Bell 24-hours a day, seven days a week access to the Building, Equipment and Equipment Space(s), providing Bell make best efforts to comply with Building security rules prior to entering the Building. For greater certainty, Bell agrees to comply with the Owner's access policies, as amended from time to time, which include, but are not limited to: (1) Bell providing the Owner with prior written notice (save for emergency situations, in which case Bell will make best efforts to contact the Owner's manager prior to entering the Building) before entering the Building; and (2) Bell ensuring that its employees are bonded, have appropriate identification and will comply with the Owner's Building log-in and log-out protocols. Bell shall not permit any third party to access the property or the Equipment Space without the prior written

approval of the Owner, such approval not to be unreasonably withheld or delayed.

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. Owner agrees that it has no legal or equitable ownership interest in the Bell Equipment nor any of Bell owned items reasonably contemplated herein and shall not make any claim to the contrary.
5. Nothing in this License limits the Owner's right to repair any common elements of the Building; provided that where any such repair may affect the Bell Equipment, the Owner shall: (i) provide Bell with reasonable advance written notice to request Bell to adjust and/or move the Equipment, at Bell's sole cost and expense before the maintenance or repairs are made; and (ii) take reasonable steps to ensure that such adjustment and/or movement of Bell Equipment is necessary and planned with minimal disruption and expense to Bell.
6. Each party represents and warrants that as far as it is aware: (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.
  - a) 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, including legal costs and expenses (collectively, the "Losses") arising from physical damage to the Building and/or any related real property of the Owner or bodily injury, including death, to any person caused by or arising out of any act or omission relating to Bell's use and occupation of the Equipment Space or the Building (including, without limitation, the Covenant set forth in Section 4 herein), provided that Bell will not be required to indemnify the Owner Indemnitees to the extent any such Losses are caused by any act or omission of any of the Owner Indemnitees.
  - b) Subject to the balance of this Section 7, Bell Canada will further 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 arising from physical damage to any tangible property of a third party or bodily injury, including death, of or to a third party ("Indirect Claims") caused by or arising out of any act or omission relating to Bell Canada's use and occupation of the Equipment Space or the Building, provided that, notwithstanding anything to the contrary in this License, Bell will:
    - (i) only be required to indemnify such Owner Indemnitees for any such Indirect Claims to the extent such Owner Indemnitee has been ordered to pay such Indirect Claims to the third party by a court of competent jurisdiction and all appeals from such order of the court have been exhausted, and
    - (ii) not be required to indemnify such Owner Indemnitees for any such Indirect Claims to the extent any such Indirect Claims are caused by any act or omission of any of such Owner Indemnitees.

This Section 7 shall survive the expiration or termination of this License

8. Bell warrants, covenants and agrees that it shall not allow any lien, construction lien, mortgage, charge or encumbrance of any nature or kind related to the construction, installation, works, services or materials supplied with respect to the Equipment to be registered on title to any of the units or common elements of the Owner and in the event thereof, Bell shall forthwith remove any such liens, construction liens, mortgage charge or encumbrance from title and shall indemnify and save harmless the Owner, its directors, officers, employees, its unit owners and those for whom it is responsible at law from all costs, claims, actions, causes of action, damages, expenses or charges arising in connection therewith including legal costs and expenses. Bell agrees to immediately take all such steps as they deem necessary to immediately remove any such lien, mortgage, charge or encumbrance from title to any unit or common elements. Failure to do so within thirty (30) days of the registration of the lien shall be deemed to be a default under this License.

9. Bell covenants that none of its operations will result in any breach of any patent or licence of technology that could render the Owner liable for allowing the use of its common elements for the broadcast and receipt of transmissions.
10. 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, unless the parties, who shall negotiate renewal terms and conditions in good faith, agree in writing to alternative terms and conditions.
11.
  - a) Either Party may terminate this License, i) upon a party providing to the other party hereto with a written notice of its intention not to renew this License at least ninety (90) days' prior to the expiration of the Term or Renewal Term, as the case may be, and provided the parties were unable to reach agreement after negotiating renewal terms in good faith ; (ii) for a material breach hereof, where such breach is not cured within ninety (90) days of receipt of written notice by the other party of such breach; or (iii) immediately, in the event the other party becomes bankrupt or insolvent, becomes unable to pay its liabilities when they become due, has insolvency proceedings commenced by or against it, makes an assignment for the benefit of its creditors, takes the benefit of any statute relating to bankrupt or insolvent debtors; or where an order is made or a resolution is passed for the winding up of the other party; or a receiver, receiver and manager, interim receiver, trustee in bankruptcy or liquidator is appointed to take possession of the assets of other party; or a creditor takes steps to issue an Application for a Bankruptcy Order against the other party; bankruptcy, reorganization, assignment, petition or appointment of a trustee or such other act of insolvency of the other party. If the action of a governmental agency requires modification of Bell'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 one hundred and sixty (160) days' written notice to Owner, unless an earlier termination is required by such governmental agency . Upon expiry or termination of this License, Bell shall be allowed thirty (30) days to remove the Equipment failing which the Owner may at its option (i) remove such Equipment at Bell's expense or (ii) keep such Equipment for its own use. Upon the completion of the removal of the Equipment as contemplated herein, Bell shall repair the Equipment Space to its condition immediately prior to such removal. None of the rights and obligations contained herein may be assigned or transferred by the Owner without the prior written consent of Bell. .
  - b) Upon termination of this Agreement, the Marketing Agreement between the parties shall automatically terminate on the same day that this Agreement terminates.
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:

MTCC #731  
 71 Front St. E.  
 Toronto, ON  
 M5E1T9

Fax:

Telephone:

Email :

Attn: Vice President of Sales and Distribution

Attn: \_\_\_\_\_

with a copy to Bell Canada'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.

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 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.
15. a) If the Equipment interferes with, impedes or disrupts (each being an "Interruption") any communication signal that is generated by equipment lawfully existing in the Building prior to the installation of the Equipment, the Owner shall notify Bell in writing of such interruption and Bell will, to the extent that the Equipment is the sole or main contributing cause of such Interruption, and subject to the second-last sentence of Section 9, use its commercially reasonable efforts to rectify any such interruption within 10 days of receiving written notice. If Bell has caused an Interruption, and through its commercially reasonable efforts, does not rectify that Interruption for which it is responsible pursuant to this Section within 10 days of receipt of written notice of the Interruption, either Party may terminate this License within 30 days written notice to the other Party and Bell shall remove its Equipment in accordance with Section 9 herein, provided that Bell may use its continuous best efforts to resolve the Interruption during such 30-day notice period and, should Bell be successful in resolving such Interruption, then the Termination of the License will be stayed and the License will continue in full force without prejudice. If the Owner or its Building systems installed in the Building after the Bell Equipment is installed and made operational causes an Interruption to the Equipment or the Bell services, then Bell shall notify the Owner in writing of such Interruption and the Owner shall use commercially reasonable efforts to rectify any such interruption within 10 days. If the Owner has caused an Interruption, and through its commercially reasonable efforts, does not rectify that Interruption for which it is responsible pursuant to this Section within 10 days of receipt of written notice of the Interruption, either Party may terminate this License within 30 days written notice to the other Party and Bell shall remove its Equipment in accordance with Section 9 herein, provided that the Owner may use its continuous best efforts to resolve the Interruption during such 30-day notice period and, should the Owner be successful in resolving such Interruption, then the termination of the License will be stayed and the License will continue in full force without prejudice. The Owner shall have the right to permit a third party (the "Third Party") to, after the date hereof, install and operate similar equipment, systems and services provided Bell pursuant to this License, provided that such installation or operation does not cause a material Interruption with the Equipment as determined by the Bell's engineer and the Owner's engineer collectively. If an interruption is caused by a Third Party (as determined collectively by Bell's engineer and the Owner's engineer), then the Owner will take commercially reasonable efforts to facilitate a resolution to such Interruption between Bell and the Third Party.
- b) The Owner shall not be liable to Bell for any interference, inconvenience, damage or loss suffered by Bell, that may be suffered or incurred by Bell resulting from any cause, including, without limitation, by failure or interruption in the supply of electricity or other utility, or by fires, weather conditions, other natural catastrophes, unless caused by the negligence or wilful misconduct of the Owner or the Owner's Indemnitees. Notwithstanding anything else contained herein to the contrary, in no event will the Owner be liable for or indemnify and save harmless Bell from and against any direct, special, incidental or consequential damages, including loss of revenue, loss of profit or loss of business opportunity.
16. Throughout the Term of this Agreement, Bell, at its sole cost and expense, shall 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 Building or any portion thereof; such coverage shall 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, and name the Owner as an additional insured limited to the negligence of Bell and those for whom it is responsible in law, and with the required insured limit composed of any combination of primary and excess (umbrella) insurance policies. A Certificate of Insurance shall be furnished to the Owner at the time of execution of this Agreement and promptly at any time thereafter upon request, provided that no such policy shall be cancelled and not simultaneously replaced with a policy providing equivalent or better coverage without 60 days prior written notice to the Owner.

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

  
METRO TORONTO CONDOMINIUM CORPORATION  
#731-

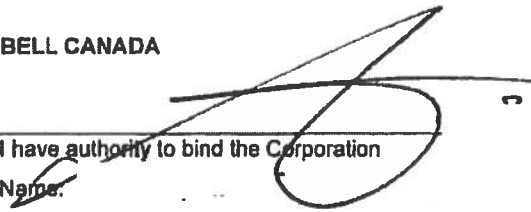
BELL CANADA

I/We have authority to bind the Corporation

Name:

Title: PRESIDENT

Date: MARCH 24, 2014

  
I have authority to bind the Corporation

Name:

Title: Director, Field Sales

Date: March 25, 2014

**Schedule "A"**  
**Address and Description of Building**

A. Building:

This License applies to the following Building:

# Suite	Street #	Street Name	Street Suffix	Street Direction	City	Province	Postal Code	Legal Description
60	71	Front	St	E.	Toronto	ON	M5E1T9	MTCC#731