



**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 Toronto Standard Condominium Corporation No. 2166 (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, including, without limitation, subcontractors (hereinafter, individually and collectively referred to as "Bell") at no cost or charge to Bell, a non-exclusive right and license to:
 - (a) 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)") as reasonably necessary 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");
 - (b) use, construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace Equipment (the "Installation, Operation or Maintenance") 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 reasonably necessary and incidental to enable and deliver and demonstrate Bell Services to Occupants, provided that where material Installation, Operation or Maintenance is planned, Bell shall provide the Owner with a written scope of work prior to Bell undertaking any action hereunder; and
 - (c) 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 permission 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.

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, at its sole expense, 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, in accordance with section 4.

3. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell during normal service hours, three-hundred and sixty-five (365) days per year subject to Bell providing reasonable notice to the Owner or its agent of its intention to enter the Building for the purposes of this License and provided that Bell personnel must check in with Building security, show a photo-ID and obtain the necessary authorization everytime they enter the Building prior to accessing their work area.
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. A list of the Bell Equipment and its location in the Building will be provided in a written scope of work by Bell to the Owner (the "**Current Scope of Work**"). Notwithstanding anything herein to the contrary, the parties acknowledge and agree that this License does not permit any material Installation, Operation or Maintenance of Bell Equipment without Bell first providing a revised written scope of work to the Owner (the "**Revised Scope of Work**"). Such Revised Scope of Work will include a detailed description and the location of any additional Bell Equipment for review and approval, in writing, by the Owner.
5. Bell shall, at its own cost: (i) comply with the current declaration, by-laws, rules and regulations governing the Owner and the Building pursuant to the *Condominium Act, 1998*, as amended (the "**Act**"); (ii) 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 (iii) during the Term, be responsible for the provision, installation, maintenance and repair of the Bell Equipment, in accordance with Bell standards which include without limitation, using high quality, safe and durable materials in accordance with all relevant and applicable manufacturer and industry requirements, specifications, laws and regulations 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 act or omission relating to Bell's Installation, Maintenance or Operation of the Equipment, or Bell's use and occupation of the Equipment Space or the Building (the "**Covenant**"). Except as otherwise provided in Section 22 of the Act, 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. The forgoing will not in any way detract from any right that may accrue to the Corporation and Occupants to acquire ownership or use of such cables as may be specified or permitted by Canadian Radio-Television and Telecommunications Commission ("**CRTC**") regulations or provincial law. Bell and any other telecommunication service provider shall have equal rights to market their services.
6. Nothing in this License limits the Owner's right to repair, maintain and/or replace any common elements of the Building; provided that where any such repair may affect the Bell Equipment, the Owner shall provide Bell with reasonable advance written notice to request Bell to adjust and/or move its Equipment before the maintenance or repairs are made. Bell shall, without compensation and upon receiving thirty (30) days prior notice from the Owner, temporarily remove or relocate its Equipment when maintenance, repairs or replacement to the common elements are required to be carried out by the Owner, provided that (i) the parties will use best commercial efforts to ensure continuity of service to the Occupants; and (ii) the Owner shall use best commercial efforts to carry out any such repairs in a diligent and

timely manner so as to enable Bell to re-install the Bell Equipment in the same location without undue delay. Notwithstanding anything herein to the contrary, in the event that the Owner is required to perform urgent repair, maintenance and/or replacement to any common elements, with such urgency to be determined in the sole and absolute discretion of the Owner acting reasonably, Bell shall, without compensation and upon receiving forty-eight (48) hours prior notice from the Owner, temporarily remove or relocate its Equipment.

7. Subject to compliance with the Act, 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.
8. Bell Canada agrees to indemnify and save the Owner harmless from any liability, cost or expense incurred by the Owner as a result of any construction lien(s) registered against title to the Building and/or Owner's lands in relation to any of the works that Bell performed at the Building and Bell shall take all necessary steps to vacate any such construction lien(s) registered against title to the Owner's lands as soon as reasonably possible, and in any event no later than thirty (30) days, following receipt from the Owner of notice of such construction lien. Despite anything herein to the contrary, Bell Canada will also will be liable for and will indemnify and save harmless the Owner, its directors, officers, agents, 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 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 5 herein), provided that Bell Canada will not be required to indemnify the Owner Indemnitees to the extent 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 Canada 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 loss of or damage to the Equipment caused by any negligent act or omission or wilful misconduct of the Owner, its employees, agents or contractors or for those whom the Owner is responsible for in law. This Section shall survive the expiration or termination of this License.
9. 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 Equipment and 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 and in the aggregate annually for products liability and completed operations, involving bodily injury, death or property damages, and name the Owner and its duly authorized property manager as managing agent, as determined by a valid and enforceable agreement for the management of the Building, as an additional insured limited to the negligence of Bell and those over which it is responsible in law. The required insured limit shall be composed of any combination of primary and excess (umbrella) insurance policies. Upon request of the Owner, Bell will provide the Owner with

current certificates of insurance evidencing that the required coverage is in full force and effect.

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.
11. 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; (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 Owner. Upon expiry or termination of this License, Bell shall be allowed thirty (30) days to remove the Equipment, failing which the Equipment shall be deemed to be abandoned.
12. None of the rights and obligations contained herein may be assigned or transferred by the Owner without the prior written consent of Bell Canada. Save and except for Affiliates, provided such Affiliate agrees to be bound by Bell Canada's obligations herein, none of the rights and obligations contained herein may be assigned or transferred by the Bell Canada without the prior written consent of the Owner. In the event consent is withheld by Bell Canada or the Owner respectively, this License shall be immediately terminated with no further force or effect save and except for any obligations arising hereunder prior to such termination.
13. 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: (416) 446-3240

Attn: Vice President of Sales and Distribution

with a copy to Bell Canada's
Legal Department (416) 383-6269

To Owner:

135 Village Green Square
Scarborough, ON. M1S 0G4

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.

14. 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 CRTC. During any and all times that Bell undertakes a "project" as defined in and within the meaning of the *Occupational Health and Safety Act*, as amended (the "OHSA") at the Building, Bell shall be deemed to be the "constructor" as defined in the OHSA.
15. 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 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.
16. Bell will supervise, provide any required equipment, comply with, and require its employees, agents, contractors (and those for whom it is responsible for in law) to be registered with an comply with all aspects of the Workplace Safety and Insurance Act, as applicable, arising in connection with the operation, installation, removal, substitution, replacement, maintenance and repair of the Equipment and provision of the Bell Services.
17. Bell covenants and agrees that it shall have sole responsibility for all Hazardous Substances (as hereinafter defined) which are caused by Bell to be on, in or under the Building to deliver the Bell Services including without limitation any direct cleanup costs, removal costs, liability costs, expenses and damages, resulting therefrom, which arise out of the actions or omissions of Bell or any person for whom Bell is in law responsible.

"Hazardous Substance" means a Contaminant, pollutant, toxic material, toxic substance or toxic waste contemplated under WHMIS including but not limited to urea formaldehyde foam insulation, asbestos and PCBs.

"Contaminant" means any solid, liquid, gas, odour, heat, sound, vibration or radiation contemplated under WHMIS that results directly or indirectly from human activities that may cause an adverse effect.
18. If the Equipment interferes with, impedes or disrupts (each being an "Interruption") any communications signal that is generated by equipment lawfully existing within 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 the Equipment is the sole cause of such Interruption, use its commercially reasonable efforts to rectify such Interruption within ten (10) days. If Bell has caused an Interruption and, through the use of its commercially reasonable efforts, does not rectify an Interruption for which it is responsible pursuant to this section within ten (10) days of receipt of notice of the Interruption, either Party may terminate this License with thirty (30) days written notice to the other Party and Bell shall remove its Equipment in accordance with section 11 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, 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 or any of the Occupants or other providers of

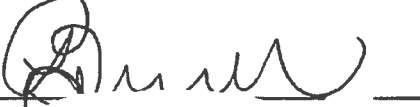
telecommunications or other communications services cause an Interruption of the Equipment or the Bell Services, then Bell shall notify the Owner in writing of such Interruption and the Owner shall use its best efforts to rectify any such Interruption within ten (10) days. If the Owner, through the use of its best efforts, does not rectify an Interruption for which it is responsible pursuant to this Section within ten (10) days of receipt of notice of the Interruption, Bell may terminate this License with thirty (30) days written notice to the Owner and Bell shall remove its Equipment in accordance with section 11 herein, provided that, in the event Bell chooses not to terminate this License in accordance with the terms herein, Owner shall continue to use best efforts pursuant to this section, for three months from receiving notice of the Interruption to resolve the Interruption as soon as possible thereafter.


19. Bell agrees that any information collected by Bell or its agents from Occupants and the Owner will be pursuant to Bell Canada's privacy policy (available at www.bell.ca) and the *Personal Information Protection and Electronic Documents Act* ("PIPEDA").

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

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2166**

BELL CANADA

Per: 
Name: _____
Title: PRESIDENT TSCC2166
Date: _____


Name: _____
Title: Director, Field Sales MDU PARTNERSHIPS
Date: April 9, 2015

Per: _____
Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
I have the authority to bind the corporation

We have the authority to bind the corporation

**SCHEDULE A
ADDRESS AND DESCRIPTION OF BUILDING**

A. Building:

This License applies to the following Building:

Building Name:

Solaris 2 – Toronto Standard Condominium Corporation No. 2166

Municipal Address:

135 Village Green Square, Scarborough, Ontario M1S 0G4

Legal Description of the property:

Toronto Standard Condominium Plan No. 2166