



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").

AND WHEREAS this License supersedes all previous understandings.

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 2338 (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 making available and providing telecommunications and other communication services subject to CRTC rulings from time to time, (collectively the "Bell Services"), namely, Bell Internet, Bell Home Phone and Bell TV Services to the owners, tenants, invitees or residents of the Building (collectively, the "Occupant(s)") and marketing Bell's Services in accordance with the Non Exclusive Marketing Agreement – Existing Condominium Buildings entered into between the parties (the "Marketing Agreement");
 - ii. 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, and upon permission of the Owner, 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, provided that where a "material" Installation, Operation or Maintenance is planned, Bell shall obtain the Owner's prior written approval (except in respect of Occupant's spaces) of the "Scope of Work", which is defined as: (a) the plans, specifications and working drawings; and (b) the timing of such changes, alterations or replacements, prior to Bell undertaking any action hereunder and all such changes, alterations or replacements shall comply with the pre-approved plans and specifications and shall be completed in a good and workmanlike manner. The Owner will not unreasonably withhold or delay its approval. Approval by the Owner of any plans and specifications does not constitute a representation, warranty or acknowledgement that the work satisfies the requirements noted above but is to be construed merely as a permission to proceed and to complete such work. Once the Scope of Work is complete, the Owner will receive "As Built" drawings when work is completed ("As Built" drawings show the final design of the work). Without limiting the generality of the foregoing, the term "material" when referring to any Installation, Operation or Maintenance includes but is not limited to the following examples: where any Installation, Operation or Maintenance (i) creates any noise or has the potential to disrupt tenants or other Occupants of the Building, (ii) has the potential to affect or interfere with any building services, (iii) requires Bell to have access to or occupy additional space in the Building, and/or (iv) requires Bell to bring additional conduit, cable or items of equipment into the Building (except in Occupants' spaces);vi) requires addition or change to common elements; and

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 existing 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). For clarity, the Conduit is Bell's method of access for delivering the Bell Services to the Building and used to centrally house Bell Equipment and/or cables. If Bell determines that a fibre optic cable or Equipment must be installed within and/or 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. Except in the case of what can be reasonably construed as an emergency (ie power outage), all rights of access granted and uses permitted herein shall be available to Bell during normal service hours, namely 8am to 8pm, three-hundred and sixty-five (365) days per year subject to Bell providing in advance, two business days prior written notice to the Owner, or its agent of its intention to enter the Building for the purposes of this License, for

non-emergencies. Bell's employees, agents, contractors, etc. shall provide proof of identification upon attending the Building.

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 the installation, operation or maintenance of the Bell Equipment or 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 maintain, repair and replace any common elements of the Building; provided that where any such work may affect the Bell Equipment, the Owner shall: (i) provide Bell with at least ten (10) business days 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. For clarity, the foregoing shall in no way limit the Owner's right to make decisions, at its sole and absolute discretion, acting reasonably, on all matters relating to the maintenance, repair, and/or replacement of the common elements of the Building, including the nature, timing and manner in which such work is completed. Where maintenance or repairs undertaken by the Owner require Bell to move or relocate any of its Equipment, Bell shall upon written request by the Owner, provide at its sole cost, one Bell technician for a maximum of two eight (8) hour periods. In the event such move exceeds this duration, pay for fifty percent (50%) of any remaining costs to facilitate the movement or relocation of the Equipment as required by the Owner. In the event of an emergency that requires the Owner to perform urgent repairs to the common elements, as determined by the Owner, acting reasonably, the aforementioned notice period shall be shortened to 48 hours or to such shorter period as may be reasonable in the circumstances.
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 Canada 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 act, wilful misconduct 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 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, provided that such loss or damage was not caused by the direct and wilful misconduct of the Owner Indemnitees. The Owner shall indemnify and save Bell harmless from any 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. This Section shall survive the expiration or termination of this License. Bell shall take the necessary steps to vacate any construction lien(s) and any other costs or charges incurred by the Owner related to this lien, registered against the title to the Building and/or Owner's lands by anyone working on behalf of Bell in relation to this Telecommunication and Building Access License 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.
8. During the Agreement, Bell shall maintain comprehensive general liability insurance with an insured limit of at least five million dollars (\$5,000,000.00) per occurrence covering legal liability for damage to physical property and bodily injury, including death. Owner shall be named as an additional insured but solely with respect to liability arising out of the Bell's operations. Umbrella or excess liability insurance may be used to achieve the required insured limit. Bell shall arrange to provide Owner with an insurance certificate at inception of this Agreement and thereafter as the insurance is renewed annually.

9. 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 any 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 commercially reasonable efforts to rectify any such Interruption within ten (10) days. If Owner, through the use of its commercially reasonable efforts, does not rectify such Interruption 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 may remove its Equipment in accordance with section 11 herein. However, in the event Bell chooses not to terminate this License, Owner shall continue to use best efforts to resolve the Interruption as soon as possible thereafter.
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, 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 Owner. 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 by the Owner without the prior written consent of Bell.
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:

TSCC 2338 c/o Del Property Management
300 Front Street West
Toronto, Ontario
M5V 0E9

Attn: Vice President of Sales and Distribution

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, *Ontario Health and Safety Act*, 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, Marketing Agreement and related schedules 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.

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

**TORONTO STANDARD CONDOMINIUM
CORPORATION-2338**

BELL CANADA

✓ I/We have authority to bind the Corporation

I have authority to bind the Corporation

Name:

Name:

Title: President

Title: Director, Field Sales

Date: November 3 2014

Date: Nov 3, 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
083	300	Front	Street	West	Toronto	Ontario	M5V 0E9	TSCC 2338



**AMENDMENT TO TELECOMMUNICATION AND BUILDING ACCESS LICENSE – EXISTING
CONDOMINIUM BUILDINGS**

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

WHEREAS Bell Canada and Toronto Standard Condominium Corporation 2338 (the "Owner") entered into a Telecommunication And Building Access Licence – Existing Condominium Buildings dated November 3rd, 2014 (the "Access Agreement") in respect of a multi-unit building detailed on Schedule "A" thereto (the "Building");

AND WHEREAS the parties wish to revise the Schedule "A" to the Access Agreement to reflect the addition of another Building to the Access Agreement.

The parties agree to amend the Access Agreement as follows:

1. Schedule "A" is deleted in its entirety and replaced with the attached Schedule "A".
2. Throughout the Access Agreement, the defined term "Building" is changed from the singular to the plural "Buildings" to reflect the fact that the Access Agreement applies to all Buildings appearing on the attached Schedule "A" and any other Schedule "A" as may be amended from time to time.

In all other respects, the Access Agreement remains in full force unamended.

By signing below, each signatory hereby acknowledges the mutual consideration in provided in connection with this represents and warrants that each are duly authorized to bind their respective party.

**TORONTO STANDARD CONDOMINIUM
CORPORATION 2338**

BELL CANADA

(signature)
NAME: _____
TITLE: President
DATE: 02/12/15

(signature)
NAME: _____
TITLE: MDU Partnership
DATE: February 20th, 2015

(signature)
NAME: _____
TITLE: _____
DATE: _____

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
595	300	Front	Street	West	Toronto	Ontario	M5V 0E9
88	20	John	Street		Toronto	Ontario	M5V 0G5