

**AMENDED AND RESTATED ACCESS AND MARKETING AGREEMENT
("AGREEMENT")**

BETWEEN

**BELL EXPRESSVU LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER,
BELL EXPRESSVU INC. ("EXPRESSVU")**

AND

BELL CANADA ("BELL CANADA")

AND

TORONTO COMMUNITY HOUSING CORPORATION ("TCHC")

Made as of the 23rd day of __June_, 2010

WHEREAS:

A. TCHC is the registered and or beneficial owner of (or in some cases holder of a leasehold interest in) various residential rental projects in the City of Toronto as more particularly described in Schedule "A" attached hereto (each building which is the subject matter of this Agreement being referred to herein as a "**Premises**" and each residential unit within any of such buildings being referred to herein as a "**Suite**"; and, for the purposes of clarity, any SFU (as defined below) shall be referred to herein as both a Premises and as a Suite);

B. Pursuant to agreements made between Expressvu and its predecessors and TCHC and its predecessors, Expressvu has been granted non-exclusive access to provide or arrange for the provision of certain communication services to some or all of the Premises;

C. Expressvu and TCHC entered into an agreement effective June 1, 2005 (the "**Access Agreement**") where they agreed to modify any and all existing arrangements between such parties with respect to access rights for the provision of such services on the terms and conditions set out in such Access Agreement;

D. Expressvu and TCHC entered into an addendum effective June 1, 2005 ("**Addendum No. 1**") to supplement the Access Agreement on the terms and conditions set out in such Addendum No. 1;

E. Expressvu and TCHC entered into an addendum effective June 1, 2005 ("**Addendum No. 2**") to supplement the Access Agreement on the terms and conditions set out in such Addendum No. 2;

F. Expressvu and TCHC and Bell Canada entered into an addendum effective March 6, 2007 ("**Addendum No. 3**") to supplement the Access Agreement on the terms and conditions set out in such Addendum No. 3; and

G. Expressvu and TCHC and Bell Canada wish to further amend and restate the Access Agreement together with Addendum No. 1, Addendum No. 2 and Addendum No. 3 on the terms and conditions set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

1.1 The following terms shall have the following meanings for the purpose of this Agreement:

- (a) **"Affiliates"** shall have the meaning given thereto by the *Canada Business Corporations Act* as of the date hereof;
- (b) **"Agreement"** means this Agreement and all Schedules, as amended and restated hereunder, including all properly executed and delivered supplements, renewals and extensions, as such may be amended in writing by the parties from time to time;
- (c) **"Arbitration Act"** means the *Arbitration Act*, S.O. 1991, c.17, as amended;
- (d) **"Bell"** means Bell Expressvu Limited Partnership by its General Partner, Bell Expressvu Inc., Bell Canada and the Affiliates of BCE Inc., including without limitation, those for whom Expressvu and Bell Canada are responsible in law;
- (e) **"Bell Group"** shall have the meaning given thereto in Section 14.1 of this Agreement;
- (f) **"Business Day"** means any day that is not a Saturday or Sunday and is not observed as a holiday under the laws of Ontario or Canada;
- (g) **"CRTC"** means the Canadian Radio-Television and Telecommunications Commission and any successor thereto from time to time;
- (h) **"Cable and Related Equipment"** means all cables, wires (both buried and aerial), equipment, facilities, conduit structures, markers, amplifiers, taps, distribution boxes, modems, addressable wall plates, and all signal distribution, processing and other equipment, facilities and infrastructure required to provide the Services whether over the telecommunication facilities currently owned or otherwise controlled by Bell, TCHC or a third party all in accordance with CRTC rulings and regulations. TCHC acknowledges and agrees that all Cable and Related Equipment including upgrades installed by Bell (the **"Bell Equipment"**) during the Term of this Agreement, is owned by Bell (except as otherwise provided for in this Agreement) and that no Bell Equipment will become a fixture despite any rule of law or equity to the contrary. Cable and Related Equipment shall not include: (i) security cameras, all of which are owned by TCHC; and (ii) IRDs;
- (i) **"Equipment Space"** means one or more rooms or other segregated, enclosed spaces in, on, over and/or under the Premises, as needed and as mutually agreed upon by the parties, acting in good faith, which is suitable to house or store the Cable and Related Equipment having adequate power supply and adequate natural or artificial ventilation for the proper operation of the Cable and Related Equipment;
- (j) **"Event of Default"** shall have the meaning given thereto in Section 12.1 of this Agreement;
- (k) **"Event of Force Majeure"** means any event or circumstance occurring after the date of this Agreement which was beyond the reasonable control of the party invoking such event or circumstance (including regulatory orders, the intervention of any governmental entity in the affairs of this Agreement, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, power outages, strikes or lockouts) and which event or circumstance was either (i) unforeseeable, or (ii) foreseeable, but could not have been avoided, prevented or overcome through the exercise of reasonable diligence; "Event of Force Majeure" does not include any event or circumstance which was

caused by the financial inability to perform of the party invoking an Event of Force Majeure;

- (l) **"Bell Territory"** means all areas in Canada served by the television services of Bell and its Affiliates from time to time;
- (m) **"In-Building Wire"** shall have the specific meaning set out in CRTC Decision 99-10 and which generally means: wire and or other facilities which are in the Building (e.g. wires in the Premises' risers, running from the main terminal room to the telephone closet on each floor and from there to each Suite); In-Building Wire may be owned by a telecommunications service provider or by the owner of the Premises;
- (n) **"Industry Standards"** shall mean standards which include without limitation, using good quality, safe and durable materials in accordance with all relevant manufacturer and industry requirements, specifications and standards;
- (o) **"Installation Undertaking"** means an installation undertaking for New Construction Premises, at Bell's sole discretion and option, for any wiring, installation or purchase of wiring at Bell's cost related to any New Construction Premises;
- (p) **"Interruption"** shall have the meaning ascribed thereto in Section 7.3 of this Agreement;
- (q) **"IRD"** means conduit, individual receiver-decoders or any other equipment that can be individually addressed either electronically or manually by Bell, which will be sold or rented to Tenants by Bell or any other authorized sales agent;
- (r) **"MFIPPA"** means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56, as amended or supplemented or replaced from time to time;
- (s) **"New Premises"** shall have the meaning given to it under Section 8 of this Agreement;
- (t) **"New Suite"** shall have the meaning given to it under Section 8 of this Agreement;
- (u) **"New Construction Premises"** shall have the meaning given to it under Section 8 of this Agreement;
- (v) **"PIPEDA"** means the *Protection of Personal Information and Electronic Document Act*, as amended or supplemented or replaced from time to time;
- (w) **"Premises"** shall have the meaning given to it under the Recitals of this Agreement;
- (x) **"Provisioning Date"** is defined as the later of either (a) the date a Premises becomes subject to this Agreement; or (b) the date upon which Bell performs installation of shared technology to enable delivery of television services to any and all Suites in the Premises by Tenant's subscription over such shared technology. For clarity, individual satellite dishes installed for exclusive delivery of Bell television services to a single Suite shall be excluded from this definition;
- (y) **"Regulatory Requirements"** means all applicable laws, regulations, ordinances, rules and decisions of the CRTC and/or any other regulatory body in so far as they relate to TCHC, the Premises, the

Suites, Bell Canada, Expressvu and the parties' obligations hereunder (including, without limitation, fire and building code regulations);

- (z) **"Schedule "A"'"** is the schedule entitled Schedule "A" attached to and forming part of this Agreement, being the locations of all Premises subject to this Agreement;
- (aa) **"Schedule "B"'"** is the schedule marked Schedule "B" attached hereto and forming part of this Agreement, being a listing of existing agreements being terminated and superseded by the terms and provisions of this Agreement;
- (bb) **"Schedule "C"'"** is the schedule marked Schedule "C" attached hereto and forming part of this Agreement, being a listing of Legacy TV Premises for the purposes of Section 10.3(i) of this Agreement;
- (cc) **"Schedule "D"'"** is the schedule marked Schedule "D" attached hereto and forming part of this Agreement, being a listing Premises specifically excluding Legacy TV Premises and SFU (the **"MDU TV Premises"**) for the purposes of Section 10.3(ii) of this Agreement;
- (dd) **"Schedule "E"'"** is the schedule marked Schedule "E" attached hereto and forming part of this Agreement, being a listing of Legacy Bulk Premises as more specifically described in Section 11.2(i) of this Agreement;
- (ee) **"Schedule "F"'"** is the schedule marked Schedule "F" attached hereto, being substantially the form of addendum to add a Premises to this Agreement in accordance with Section 8.1 of this Agreement;
- (ff) **"Services"** include, without limitation, telecommunication and other communication services including telephone, internet and television services offered from time to time by Bell and other such communication services and ancillary products as may hereafter be developed and/or offered from time to time by Bell, and in each case whether offered over the Cable and Related Equipment controlled or operated by Bell from time to time or otherwise made available by them to their customers, but exclude the provision of wireless telephone services such as those provided by Bell Mobility Inc. from time to time;
- (gg) **"SFU"** means single residential units that are "stand alone" individual rental properties that are not served from the main telephone room or otherwise over a shared system intended to serve all the Suites of a multi unit dwelling building and which are further defined generally under this Agreement as being both a Premises and a Suite;
- (hh) **"Subsidiaries"** shall have the meaning given thereto by the *Canada Business Corporations Act* as of the date hereof;
- (ii) **"Suite"** shall have the meaning given to it under the Recitals of this Agreement;
- (ij) **"TCHC Group"** shall have the meaning given thereto in Section 14.1 of this Agreement;
- (kk) **"Tenant"** shall include persons occupying a Suite;
- (ll) **"Term"** shall have the meaning given thereto in Section 4.1 of this Agreement;
- (mm) **"Third Party Termination Date"** shall have the meaning given thereto in Section 8.2 of this Agreement; and

- (nn) **“Transfer and Transferee”** shall have the meaning given to them in the Section 8.5 of this Agreement.

2.0 PURPOSE AND APPLICABILITY

- 2.1 The purpose of this Agreement is to set forth the terms upon which TCHC will grant non exclusive access and marketing rights to Bell for the provision of Services to the Premises. For the duration of its Term, this Agreement applies to and governs all Premises listed on Schedule A hereto and those Premises added pursuant to Section 8 of this Agreement during the Term, all as more particularly provided for in this Agreement.
- 2.2 Bell and TCHC hereby acknowledge and agree that, effective May 31, 2005, any and all of the existing arrangements and agreements between them in respect of the provision of any of the Services to any or all of the Premises listed on Schedule “A” (including, without limitation, those agreements listed in Schedule “B” to this Agreement but specifically excluding existing license agreements with Bell Mobility Inc. for rooftop installations of towers, aerials, and the like which existing license agreements are to continue in full force and effect in accordance with their respective terms and conditions) are terminated and declared by them to be of no further force and effect, it being understood and agreed that from and after June 1, 2005, the provisions of this Agreement shall govern all of the rights, obligations and liabilities of the parties thereto in respect of the provision of Services to such Premises.

3.0 ACCESS

- 3.1 TCHC hereby grants to Bell, subject to the terms and conditions of this Agreement, a non-exclusive right of access in, on, over and under such portions of the Premises as are approved by TCHC as are reasonably required to:
- 3.1.1 install, operate, replace, supplement, repair, maintain and remove Cable and Related Equipment in, on, over, under and/or through entrance ducts, building conduits, equipment rooms, closets and units and to all such other areas, in each case as may from time to time be designated by TCHC, located in, on, over and/or under the Premises, as reasonably required by Bell for the purpose of providing Services to all present and future Tenants;
 - 3.1.2 access and use of the Equipment Space;
 - 3.1.3 access and use In-Building Wire or Cable and Related Equipment owned or controlled by TCHC or any third party, to the extent TCHC is able to grant such right in respect of third party property; and
 - 3.1.4 in the event closed-circuit security television cameras and/or other video equipment (e.g., amplifiers, splitters)(collectively, the “CCTV”) exists in the Premises, access and to use the signal feed from such CCTV’s for the purpose of injecting such feed into the Bell Services. TCHC acknowledges that Bell makes no representation or warranty in connection with the CCTV or its use, content or quality of the signal feed.
- 3.2 Bell agrees to obtain TCHC’s prior written approval, which approval shall not be unreasonably withheld or delayed by TCHC, as to the manner, style and location of any installation, replacement, supplement or upgrading of any Cable and Related Equipment. Without limiting the foregoing, Bell may, in exercising its rights of access, examine its exterior wiring box in order to compare individual Suite connections with its own records to ensure that all connected Suites are then its customers. Such non-exclusive right of access shall be subject to TCHC’s reasonable rules and

regulations. Bell shall have access to the Premises by appointment during normal service hours.

Notwithstanding the foregoing, Bell shall be entitled to enter the Premises including the Equipment Space and In-Building Wire, 24 hours a day, seven days a week for the purpose of emergency installation, operation, repair and maintenance of the Cable and Related Equipment. TCHC shall provide Bell with copies of all necessary keys or alternate access devices at Bell's expense upon acceptance of this Agreement for the Term specified in this Agreement, including any renewal term. At the expiry or termination of this Agreement, Bell shall return all copies of the keys or alternate access devices to TCHC within seven (7) days of such expiry or termination date. .

- 3.3 For greater certainty, Bell acknowledges that TCHC has entered into, or may hereafter enter into, other non-exclusive access agreements with other providers of services which are the same as or similar to the Services.
- 3.4 TCHC shall provide to Bell, at no charge, 120-Volt, 15 ampere power at each of the Premises. Bell shall be responsible for electric power costs exceeding a 15 amp service. In the event that Bell determines, acting reasonably, that Bell requires service in excess of 15 amps, Bell will arrange, at its own expense and subject to compliance with Section 2.4 of this Agreement, for any system upgrades required to effect such excess service and for a separate meter to be installed to measure consumption and Bell shall pay for all electrical power consumed by it as measured by such meter.
- 3.5 Bell will obtain TCHC's prior approval (not to be unreasonably withheld) as to the timing, methods and location of the installation work with respect to all aspects of the Cable and Related Equipment. All installation of equipment carried out by Bell within the Premises pursuant to the terms of this Agreement shall be done in accordance with plans approved by TCHC, such approval not to be unreasonably withheld or delayed. Bell agrees to use the entrances to the Premises designated by TCHC acting reasonably.

4.0 TERM

- 4.1 Subject to Section 12 herein, the term of this Agreement is ten (10) years commencing on June 1, 2005 and terminating on May 31, 2015 (the "Term"), save and except for (i) subsection 10.4 which shall be effective as of and from March 6, 2007 and terminate on May 31, 2015; and (ii) subsection 10.5 which shall be effective as of and from January 1, 2011 and terminate May 15, 2015
- 4.2 Provided that Bell is not in material, unremedied default, Bell shall have one (1) option to renew the Term exercisable by written notice to TCHC not less than one (1) year prior to the expiration of the Term, to renew the Term of the Agreement for a further period of ten (10) years on the same terms and conditions including the consideration set forth. Any fees and payments for such renewal term shall be mutually agreed to by Bell and TCHC prior to the expiration of the original Term.

5.0 TRANSFER AND UPGRADING OF CABLE AND RELATED EQUIPMENT

- 5.1 Notwithstanding any of the foregoing, Bell agrees that it will not undertake any significant changes to the original installation of the Cable and Related Equipment or any substantial rewiring, including, but not limited to, any change in wiring location, within any Premises, or install any new Cable and Related Equipment or wiring within any Premises without the prior written consent of TCHC, which will not be

unreasonably withheld or delayed, which consent shall be evidenced by plans and specifications prepared by Bell in sufficient quality and detail as reasonably required by TCHC and initialled by TCHC, its contractor or its agent.

5.2 At all times, Bell will retain full responsibility of the Bell Equipment in the Premises (including, without limitation, responsibility for the operation, maintenance, repair and replacement, (as required in Bell's sole discretion) of Bell Equipment in the Premises). All wiring inside the Premises shall be subject to applicable regulations of the CRTC. Upon the expiry or termination of this Agreement (or the termination of this Agreement in respect of one or more Premises as determined by TCHC in accordance with its rights hereunder) and subject to the foregoing, Bell may at its option:

- (a) if TCHC wishes to purchase same, Bell may negotiate the sale of the Bell Equipment to TCHC on terms agreeable to both parties acting reasonably (or on such terms as may be required by CRTC regulation if they are applicable to TCHC); and/or
- (b) in the event that Bell does not elect Section 5.2(a) or the parties cannot successfully negotiate the sale of the Bell Equipment to TCHC within thirty (30) days, Bell shall within thirty (30) days following expiry or earlier termination of the Term, at its option:
 - (i) at Bell's sole cost and expense, remove the Bell Equipment (excluding In-Building Wire) and repair any damage to the Premises caused by the installation and such removal of such Bell Equipment (normal wear and tear accepted); and/or
 - (ii) abandon the Bell Equipment and/or any Bell-owned In-Building Wire and upon the end of such 30 day notice period, ownership and title to such Bell Equipment and/or any Bell-owned In-Building Wire shall automatically transfer to TCHC.

6.0 SERVICES

6.1 Bell agrees to use reasonable commercial efforts to make the Services available in accordance with Industry Standards to all present and future Tenants, provided that Bell, in its sole discretion shall determine the technology over which such Services shall be delivered. Notwithstanding the foregoing, to the extent that Bell, acting in a commercially reasonable manner, determines that a particular Premises is not suitable for any particular present or future Service, Bell shall not be obligated to provide such Service to such Premises, but shall use reasonable commercial efforts to ensure that similar Services are provided to the Premises.

7.0 BELL STANDARDS

7.1 Bell shall, at its own cost (i) ensure that all Bell Equipment is installed in accordance with all relevant fire and building code requirements and all Regulatory Requirements in force at the time of installation, and (ii) be responsible for the provision, installation, maintenance and, repair and replacement of the Bell Equipment during the Term, although each individual Tenant may incur charges (at Bell's then applicable rates) relating to post-installation activities specific to such Tenant's in-suite requirements; and (iii) ensure all work to be performed by Bell hereunder shall be performed in a good and workmanlike manner and at a minimum in accordance with Industry Standards; and (iv) to keep the Bell Equipment in a state of repair in accordance with then current Industry Standards and Regulatory Requirements.

7.2 Bell further covenants that the Bell Equipment installed and/or otherwise utilized by it in fulfilling its obligations under this Agreement are or, when

installed, will be of good quality and will be operated, maintained, repaired and replaced by Bell, to continue to maintain such good quality and be sufficient to enable Bell to undertake and perform all of its obligations under this Agreement.

- 7.3 If the Bell Equipment interferes with, impedes or disrupts (each being an **"Interruption"**) any communications signal that is generated by Bell Equipment lawfully existing within the Premises prior to the installation of the Cable and Related Equipment, TCHC shall notify Bell in writing of such Interruption and Bell will, to the extent the Bell Equipment is the sole cause of such Interruption, use its commercially reasonable efforts to rectify any such Interruption within ten (10) days, provided that, by taking such action to rectify such Interruption, Bell is not deemed to incur liability for indirect damages related to such Interruption. 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 Agreement as it applies to the relevant Premises with thirty (30) days written notice to the other party and Bell shall remove or abandon the Bell Equipment in accordance with subsection 5.2(b) 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 Agreement as it applies to the relevant Premises will be stayed and the Agreement will continue in full force without prejudice.

If TCHC or its building systems or any of the Tenants or other providers of telecommunications or other communications services cause an Interruption of the Bell Equipment or the Bell Services, then Bell shall notify TCHC in writing of such Interruption and TCHC shall use its commercially reasonable efforts to rectify any such Interruption within ten (10) days. If TCHC, 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, Bell may terminate this Agreement as it applies to the relevant Premises with thirty (30) days written notice to TCHC and Bell shall remove or abandon the Bell Equipment in accordance with subsection 5.2(b) herein, provided that, in the event Bell chooses not to terminate this Agreement in accordance with the terms herein, TCHC shall continue to use its continuous reasonable commercial efforts to resolve the Interruption as soon as possible thereafter.

- 7.4 In fulfilling its obligations pursuant to this Agreement, Bell agrees that it shall at all times comply in all respects with all applicable Regulatory Requirements.
- 7.5 Bell agrees that it shall be solely responsible for providing the Services to its customers and addressing all maintenance and customer service issues related to the provision of such Services to its customers and that it shall be the sole point of contact for Tenants in respect thereof. Bell agrees that TCHC shall have no obligation to respond to any of such Tenants.

8.0 TCHC PORTFOLIO CHANGES AND APPLICABILITY

- 8.1 Bell acknowledges that TCHC may from time to time acquire new Premises, dispose of any or all of its Premises, develop and redevelop any of its Premises or Suites, or alter the number and size of any of its Premises or Suites and that further, TCHC may, in future, carry out various large and small scale redevelopments of any of its Premises or Suites. TCHC may provide Bell one hundred and eighty (180) days prior written notice of acquisition (by purchase, development, re-development or otherwise) of any and all residential rental projects by TCHC (each building as a whole being a **"New Premises"** or each additional Suite within a Premises being a **"New Suite"**). Upon receipt by Bell of such

notice, each New Suite will be subject to this Agreement on terms and conditions satisfactory to both parties acting reasonably, failing which such New Suite will not be subject to this agreement, such New Premises and/or New Suites shall be considered Suites and Premises for the purposes of this Agreement and Schedule "A" shall be deemed to be amended and updated accordingly.

- 8.2 It is agreed that for (i) New Premises subject to; or (ii) Premises that are currently owned by TCHC which are subject to, an existing agreement with other service providers which would prevent this Agreement from applying thereto or TCHC granting Bell the rights provided herein, this Agreement will not apply until the agreement with the other service provider terminates. Within thirty (30) days of such acquisition or, in the case of the currently owned Premises, within thirty (30) days of the effective date of this Agreement, TCHC will provide Bell with one hundred and eighty (180) days written notice detailing any Premises subject to such agreements with other service providers together with the anticipated termination date of such agreements (the "**Third Party Termination Date**") and Bell may, at its sole option and discretion, add such New Premises to this Agreement within thirty (30) days of the Third Party Termination Date by execution of an addendum substantially in the form set forth in Schedule "F" hereto and thereupon such New Premises and/or New Suites shall be considered Suites and Premises for the purposes of this Agreement and Schedule "A" shall be deemed to be amended and updated accordingly.
- 8.3 Subject to technical and commercial viability, in the event a New Premises is, in Bell's sole discretion, designated as a "**New Construction Premises**", Bell shall provide to TCHC an "**Installation Undertaking**" to record Bell's undertaking with respect to the installation of wiring within such New Construction Premises. Where the parties have mutually agreed, they may alternatively enter into a Wiring Purchase Agreement in respect of a New Construction Premises where such installation of wiring is to be completed or has been completed by a party other than Bell.
- 8.4 It is further agreed that acquisitions of Premises by TCHC made by way of lease shall, subject to Section 8.5, be added to this Agreement in accordance with Section 8.1 hereto, provided that Bell shall not be obligated to continue paying consideration to the head landlord for continued access and/or marketing rights.
- 8.5 TCHC agrees to give Bell thirty (30) days written notice of any planned upgrading, renovations and/or demolition of any of the Premises, or parts of the Premises, to enable Bell to remove all or part of the Bell Equipment as is reasonably required to be removed for such upgrading, renovations and/or demolition. Where TCHC deems it necessary, Bell shall temporarily remove, at its sole cost and expense, or permanently relocate all or part of the Bell Equipment, at TCHC's sole cost and expense, in order to allow TCHC to complete such upgrading, renovations and/or demolition of the Premises; provided that if Bell wishes to upgrade its Bell Equipment at the time of a permanent relocation, such removal and relocation shall be at Bell's sole cost and expense. Bell covenants that it will pay its portion, as allocated by TCHC, acting reasonably, of any reasonable incremental increased costs of repairs to any Premises (including the roof of the Premises) incurred by TCHC as a result of the existence and/or operation of the Bell Equipment; by way of example, but without limiting the generality of the foregoing, Bell will pay the costs of relocating the Bell Equipment, or parts of the Bell Equipment, required in connection with repairs to the Premises. Bell agrees to reimburse TCHC for all additional costs, acting reasonably, incurred by TCHC for necessary maintenance, repairs and replacements to the roof and Premises as a result of presence, replacement or removal of the Bell Equipment and as a result

of Bell's use of the Premises. TCHC shall submit an invoice to Bell with reasonable documentation supporting the cost of TCHC's said maintenance, repair or replacement costs, and Bell shall submit payment to TCHC within thirty (30) days of receiving such invoice. This section shall survive expiry or early termination of this Agreement.

- 8.6 In the event TCHC sells, transfers or otherwise disposes of its interest ("Transfer") in any of the Premises during the Term, TCHC will ensure that the transferee or purchaser of such interest ("Transferee"), receives actual notice of this Agreement by delivery of a copy of this Agreement to the Transferee. TCHC shall use reasonable commercial efforts to cause such Transferee to enter into an assumption agreement with Bell whereby such Transferee shall assume all the obligations of TCHC under this Agreement prior to, and as condition precedent to, completing such Transfer.
- 8.7 In the event TCHC transfers, leases in whole or otherwise disposes of its interest in any of the Premises during the Term, the transferee, lessee or other party acquiring such interest will be required to acknowledge the terms and provisions of this Agreement and shall be required to agree to be bound thereby in the same manner as TCHC. Upon such assignment and such transferee agreeing to be bound as aforesaid, TCHC shall be released from all obligations and liabilities hereunder for the period from and after such assignment in respect of such Premises and such transferee shall be entitled to all of the rights of TCHC hereunder in respect of such Premises.

9.0 NON EXCLUSIVE MARKETING RIGHTS

- 9.1 Subject to the terms and conditions of this Agreement, TCHC agrees to grant non-exclusive marketing rights to Bell to create and maintain a marketing program to promote and sell the Services to the Tenants in Premises for the duration of the Term, as renewed or earlier terminated in accordance with this Agreement. The marketing program may include, among other things (all of which will be subject to the prior approval of TCHC, not to be unreasonably withheld or delayed) and subject to the rules and regulations of TCHC:
- (i) Distributing promotional material and posters to Tenants by hand at the Premises;
 - (ii) Advertising on TCHC's bulletin boards within the Premises;
 - (iii) Organizing information seminars, demonstrations and open houses for Tenants on the common areas of the Premises including without limitation, Bell conducting, at its sole discretion and expense, two kiosk events per Premises in each year of this Agreement. Such kiosk events shall be for duration of three to four hours per day over three consecutive days;
 - (iv) Soliciting Tenants door-to-door at the Premises; and
 - (v) Distributing of Bell welcome kits detailing the Services by TCHC or its agents to new Tenants at time of leasing units to new Tenants.
- 9.2 Bell agrees to obtain TCHC's prior approval (which approval shall be required with respect to, without limitation, the frequency, timing and location of promotions and the installation, place of, and manner of affixation of any promotional material on the common areas of the Premises including posters, kiosks and the like, and which approval shall not be unreasonably withheld or delayed) before commencing any of the marketing, solicitation, advertising or promotional activities more particularly described in Section 9.1 above.
- 9.3 For greater certainty, Bell and its Affiliates providing the Bell Services may engage in the marketing, solicitation, advertising and promotional

activities more particularly described in Section 9.1 above in respect of the Services prior to the Services being provisioned in any of the Premises.

- 9.4 In the exercise of such marketing, solicitation, advertising or promotional rights, Bell shall act in a professional and tasteful manner reflecting the high standards of the Premises and shall recognize and not interfere with any non-exclusive marketing rights within the Premises of any other provider of services in competition with any or all of the Services. Bell further agrees that, in exercising its rights as aforesaid, it will take into account the fact that there is or may in the future be third party providers ("**Bell Competitors**") of services similar to some or all of the Services who has been given marketing rights in the Premises. TCHC agrees that both Bell and Bell Competitors will be treated in an even handed manner in respect of marketing opportunities and that other providers will not be granted any preferential marketing rights or privileges in respect of services competitive with the Services.
- 9.5 Bell agrees that its agents, employees and contractors shall at all times be properly attired in uniform, and carry photographic identification badges identifying the bearer as an employee, agent or contractor of Bell, which identification shall be readily visible at all times to TCHC staff, agents or Tenants.
- 9.6 Notwithstanding anything to contrary in this Agreement, Bell and its Affiliates may generally market or advertise the Services in a manner that is not specific to any Premises (which may include television, radio or print advertising, telemarketing, mail campaigns, bulk mailings, offsite advertising and email/on line marketing) without any obligations to provide notice to or receive approval from TCHC.

10.0 CONSIDERATION

10.1 Marketing Fee

For each Premises, Bell shall pay a one time marketing fee to TCHC calculated as follows:

\$10.00/Suite multiplied by the number of residential Suites in such Premises as of the Provisioning Date.

10.2 Free Service

For the duration of the Term, within sixty (60) days following the Provisioning Date, Bell shall also provide two of the following Services in any combination for each Premises to a location within such Premises as mutually agreed by the parties (provided such location is technically and commercially viable):

- (i) One Bell TV basic digital TV package or equivalent package; and
- (ii) One Sympatico 3 Mbps High Speed Internet access.

The parties acknowledge that neither the above-noted free services within the Premises nor any mutually agreed location in the Premises shall be included in the calculation of any Residual Payment or any Additional Fee Payment referred to in this Section 10 of this Agreement.

10.3 TV Residual Payments

For the purposes of this subsection 10.3,

"Acquired TV Suite" means a residential Suite in a Subject TV Premises in respect of which a Tenant in such residential Suite requests and receives from, and pays Bell for, standard basic and pay television and audio services;

"Additional Fee" has the meaning ascribed thereto in Section 10.3(iii);

“Additional Fee TV Penetration Level” means, in respect of a Subject TV Premises and a Subject Year, a fraction, represented as a percentage, having as its numerator the aggregate average number of Acquired Suites subscribing to Bell’s standard basic and pay television and audio services during the twelve (12) month period immediately preceding June 1st of each calendar year of the Term (each being a **“Subject Year”**), and as its denominator the average total number of residential Suites (and, for greater certainty, excluding superintendent suites) during the Subject Year, in each case for the Subject TV Premises;

“TV Penetration Level” means, in respect of a Subject TV Premises and a Subject Quarter, a fraction, represented as a percentage, having as its numerator the aggregate number of Acquired Suites as at March 31st, June 30th, September 30th and December 31st (each being a **“Subject Quarter”**) of each calendar year of the Term of this Agreement, and as its denominator the total number of residential Suites as at the last day of each Subject Quarter, in each case for the Subject TV Premises;

“Quarterly Net TV Revenue” means quarterly recurring revenue actually received by Bell in the Subject Quarter from the Tenants of such Subject TV Premises for standard basic and pay television or audio services only as provided by Bell to the Tenants of such Subject TV Premises, exclusive of (i) Usage-Based Revenue (ii) system access fees; (iii) equipment lease/rental/sale revenue; (iv) service or installation fees; (v) value added services revenue; and (vi) any sales taxes, less 6% allowances for bad debt and \$2.00 per bundle discount;

“TV Residual Payments” has the meaning ascribed thereto in Section 10.3 payable within sixty (60) days by Bell to TCHC following the last day of the Subject Quarter to which such Residual Payment applies;

“Subject TV Premises” means Legacy TV Premises together with MDU TV Premises but exclude SFUs;

“Subject Quarter” has the meaning ascribed thereto under the definition **“Penetration Level”** above;

“Subject Year” has the meaning ascribed thereto under the definition of **“Additional Fee TV Penetration Level”** above; and

“Usage Based TV Revenue” is defined as revenue from video pay per view services.

With respect to each Subject Quarter Bell will pay a residual payment to TCHC (**“TV Residual Payments”**) in respect of each of the Subject TV Premises calculated as follows:

- (i) with respect to a Subject TV Premises designated as a **“Legacy TV Premises”** being those Premises as more specifically described in Schedule “C” hereto, 11% of the Quarterly Net TV Revenue; or
- (ii) with respect to a Subject TV Premises designated as **“MDU TV Premises”** being those Premises as more specifically described in Schedule “D” hereto an amount equal to the Quarterly Net TV Revenue multiplied by the percentage set out in the chart below opposite the TV Penetration Level:

TV Penetration Level	TV Residual Payment Percentage
0 - 15%	6%
16 – 30%	7%
30% or over	8%

- (iii) Bell shall pay to TCHC the TV Residual Payment as set out herein quarterly in arrears within sixty (60) days following the last day of the Subject Quarter for Quarterly Net Revenues received by Bell

for the Subject Quarter commencing effective June 1, 2005 for the duration of the Term, if the Term does not end on the last day of the Quarter, on the last day of the Term for net revenues received by Bell during that particular partial Quarter.

- (iv) on the 45th day following June 1st of each year (**commencing June 1, 2005 and continuing during the remainder of the Term**), an additional annual fee calculated as set out below (the **"Additional Fee"**) and based on the Additional Fee TV Penetration Level in such Subject TV Premises, as follows:
 - (A) **\$1.00 per Acquired TV Suite** in each of the Subject TV Premises that has had an Additional Fee TV Penetration Level of **not less than 67.5%** during the Subject Year; plus
 - (B) **an additional \$2.00 per Acquired TV Suite** in each of the Subject TV Premises that has had an Additional Fee TV Penetration Level of **not less than 75%** during the Subject Year;
- (v) Where this Agreement is not in force for the whole of an annual period (i.e. June 1 to May 31), the Additional Fee payable pursuant to this Section 10.3 in respect of such annual period shall be prorated so that such is calculated only over the period in which this Agreement is in force and based on the Additional Fee TV Penetration Level during the immediately preceding 12 full calendar months prior to termination.
- (vi) In respect of the fees payable pursuant to Section 10.3 of this Agreement, Bell agrees to provide a statement within 45 days of each July 1st as to the Additional Fee TV Penetration Level (upon request, certified as aforesaid) for the 12 month period in question accompanied by payment of the Additional Fee contemplated in Section 10.3 hereof.
- (vii) Each Additional Fee Payment shall be made to TCHC by Bell within sixty (60) days of the end of each Subject Year.

10.4 Internet Residual Payments

For the purposes of this subsection 10.3,

"Acquired Internet Suite" means a residential Suite in a Subject Internet Premises in respect of which a Tenant in such residential Suite requests and receives from, and pays Bell for standard basic internet protocol services provided by Bell Internet or SympaticoTM;

"Internet Penetration Level" means, in respect of a Subject Internet Premises and a Subject Quarter, a fraction, represented as a percentage, having as its numerator the aggregate number of Acquired Suites as at March 31st, June 30th, September 30th and December 31st of each calendar year of the Term of Agreement (each being a **"Subject Quarter"**), and as its denominator the total number of residential Suites as at the last day of each Subject Quarter, in each case for the Subject Internet Premises;

"Quarterly Net Internet Revenue" means quarterly recurring revenue actually received by Bell based on the number and type of Bell Internet or SympaticoTM subscribers in the Subject Quarter from the Tenants of such Subject Internet Premises for all Bell Internet or SympaticoTM tiers of service provided by Bell to Tenants of such Subject Internet Premises, exclusive of (i) Usage-Based Revenue (ii) system access fees; (iii) equipment lease/rental/sale revenue; (iv) service or installation fees; (v) value added services revenue; and (vi) any sales taxes, less 6% allowances for bad debt and \$2.00 per bundle discount. For greater certainty, the revenue of other non-Bell Internet or non-SympaticoTM high speed internet services or enhanced services, customer purchase and/or rentals, non-

recurring charges or any revenue of Bell Internet or Sympatico™ Affiliates, such as activation fees, shipping fees, modem rentals, modem upgrade fees, modem purchases, Internet Security, MSN Premium, Internet Care, Gamesmania, Kidsmania, Sympatico/MSN MusicStore and bandwidth charges, shall not be included in Bell's quarterly net internet revenues contemplated in this Section 10 and shall not be subject to any Internet Residual Payment or other fees or charges whatsoever.

"Internet Residual Payment" has the meaning ascribed thereto in this Section 10.4;

"Subject Internet Premises" means Legacy TV Premises together with MDU TV Premises but exclude SFUs;

"Subject Quarter" has the meaning ascribed thereto under the definition of "Penetration Level" above;

"Subject Year" means each calendar year of the Term of this Agreement;

"Usage Based Revenue" is defined as revenue from video pay per view services.

With respect to each Subject Quarter, Bell will pay a residual payment to TCHC (**"Internet Residual Payments"**) in respect of each of the Subject Internet Premises calculated as follows:

- (i) with respect to a Subject Internet Premises that receives an internet protocol telecommunication service delivered by Bell Internet or Sympatico™, an amount equal to the Quarterly Net Internet Revenue, multiplied by the percentage set out in the chart below opposite the Penetration Level for the Subject Internet Premises in the Subject Quarter:

<u>Internet Penetration Level</u>	<u>Internet Residual Payment Percentage</u>
0 - 15%	6%
16 - 30%	7%
30% or over	8%

- (ii) Bell shall pay to TCHC the Internet Residual Payment as set out herein quarterly in arrears within sixty (60) days following the last day of the Subject Quarter for Quarterly Net Revenues received by Bell for the Subject Quarter commencing effective March 6, 2007 for the duration of the Term, if the Term does not end on the last day of the Quarter, on the last day of the Term for such net revenues received by Bell during that particular partial Quarter.
- (iii) The Quarterly Internet Residual Payments shall be accompanied by an electronic and printed statement on a building by building basis, reflecting net revenues based on the number and type of Bell Internet or Sympatico™ subscribers and upon request, statements shall be certified as being true and correct by the chief financial officer, vice president of finance or other senior officer of Bell.
- (iv) With respect to each Subject Year effective as of and from March 6, 2007, Bell shall pay an additional fee payment to TCHC in respect of each of Subject Internet Premises calculated as follows:
 - (i) on the 45th day following January 1st following each Subject Year (**commencing March 6, 2007 and continuing during the remainder of the Term**), an additional annual fee calculated as set out below (the **"Additional Fee"**) and based on the Additional Fee

Internet Penetration Level in such Subject Internet Premises, as follows:

- (A) **\$1.00 per Acquired Internet Suite** in each of the Subject Internet Premises that has had an Additional Fee Internet Penetration Level of **not less than 67.5%** during the Subject Year; plus
 - (B) **an additional \$2.00 per Acquired Internet Suite** in each of the Subject Internet Premises that has had an Additional Fee Internet Penetration Level of **not less than 75%** during the Subject Year;
- (v) Where this Agreement is not in force for the whole of an annual period (i.e. March 1 to December 31), the Additional Fee payable pursuant to this Section 10.4 in respect of such annual period shall be pro-rated so that such is calculated only over the period in which this Agreement is in force and based on the Additional Fee Internet Penetration Level during the immediately preceding 12 full calendar months prior to termination.
- (vi) In respect of the fees payable pursuant to Section 10.4 of this Agreement, Bell shall provide a statement within 45 days of each January 1st as to the Additional Fee Internet Penetration Level for the 12 month period in question accompanied by payment of the Additional Fee.
- (vii) Each Additional Fee Payment shall be made to TCHC by Bell within sixty (60) days of the end of each Subject Year.

10.5 Telephone Residual Payments – New Telephone Customers

“Acquired Telephone Suite” means a residential Suite in a Subject Telephone Premises in respect of which a Tenant who, after the Provisioning Date: (i) subscribes for a new subscription to a Bell Home Phone Package; or (ii) upon moving into a Subject Telephone Premises as a new Tenant, has transferred their pre-existing Bell Home Phone Package account (each such Tenant being a **“New Customer”**):

“Bell Home Phone Package” means telephone service packages offered by Bell to its customers from time to time;

“Quarterly Net Telephone Revenue” means quarterly recurring revenue actually received by Bell in the Subject Quarter from the New Customers of such Subject Telephone Premises for Bell Home Phone services, exclusive of: (a) discounts and/or credits; (b) usage-based revenue (including, without limitation, applicable third party fees, long distance charges, 911, directory assistance, etc.); (c) system access fees or other regulatory fees; (d) value added services (including, without limitation, any SmartTouch™ calling feature not included in the selected Bell Home Phone Package; (e) equipment lease/rental/sale/upgrade revenue; (f) one time fees (including, without limitation, shipping, activation, installation or repair); (g) any applicable sales taxes; and (h) any non residential class of service (including, without limitation, revenue from business phone lines, etc.), less 6% allowances for bad debt and \$2.00 per subscriber per service for bundle discount.

“Telephone Penetration Level” means, in respect of a Subject Telephone Premises and a Subject Quarter, a fraction, represented as a percentage, having as its numerator the aggregate number of Acquired Telephone Suites as at March 31st, June 30th, September 30th and December 31st of each calendar year of the Term of Agreement (each being a **“Subject Quarter”**), and as its denominator the total number of residential Suites as at the last day of each Subject Quarter, in each case for the Subject Telephone Premises;

"Subject Telephone Premises" means a New Premises added to this Agreement pursuant to Section 8, excluding SFU Premises;

"Subject Quarter" has the meaning ascribed thereto under the definition of "Penetration Level" above;

"Subject Year" means each calendar year of the Term of this Agreement;

With respect to each Subject Quarter, Bell will pay a residual payment to TCHC ("**Telephone Residual Payments**") in respect of each of the Subject Telephone Premises calculated as follows:

- (i) with respect to a Subject Telephone Premises that receives an Telephone service delivered by Bell Telephone, an amount equal to the Quarterly Net Telephone Revenue, multiplied by the percentage set out in the chart below opposite the Penetration Level for the Subject Telephone Premises in the Subject Quarter:

<u>Telephone Penetration Level</u>	<u>Telephone Residual Payment Percentage</u>
0 - 15%	6%
16 - 30%	7%
30% or over	8%

- (ii) Bell shall pay to TCHC the Telephone Residual Payment as set out herein quarterly in arrears within sixty (60) days following the last day of the Subject Quarter for Quarterly Net Revenues received by Bell for the Subject Quarter commencing effective January 1, 2011 for the duration of the Term and if the Term does not end on the last day of the Quarter, on the last day of the Term for such net revenues received by Bell during that particular partial Quarter.

- (iii) The Quarterly Telephone Residual Payments shall be accompanied by an electronic and printed statement on a building by building basis, reflecting net revenues based on the number and type of Bell Home Phone Package subscribers and upon request, statements shall be certified as being true and correct by the chief financial officer, vice president of finance or other senior officer of Bell.

11.0 BULK BILLING ARRANGEMENTS

"Bulk Account Premises" has the meaning ascribed in this Section 11;

"Bulk Account TV Services" has the meaning ascribed thereto in this Section 11;

"Deemed Termination Date" has the meaning in this Section 11;

"Bell Proposal" has the meaning ascribed thereto in in this Section 11;

"Legacy Bulk Agreement" has the meaning ascribed thereto in in this Section 11;

"Legacy Bulk Premises" has the meaning ascribed thereto in in this Section 11.

"Notice" has the meaning ascribed thereto in in this Section 11;

- 11.1 During the Term and thereafter for so long as Bell is a provider of Services in the marketplace, if TCHC wishes to enter into, renew or extend an agreement to provide, on a bulk basis, television and audio services (the "**Bulk Account TV Services**") at a particular current or future Premises (the "**Bulk Account Premises**"), TCHC shall release an invitation for Public Tender in respect of such Bulk Account TV Services (the "**Tender**"). TCHC shall notify Bell in writing of such Tender (the "**Notice**"). Bell shall have the right to submit a Tender bid to provide Bulk Account TV Services at the Bulk Account Premises on terms

substantially equivalent to those described in the Tender. For the purposes of this Section 11, "Premises" shall be deemed to include any and all buildings owned, to be owned, and/or operated by TCHC.

11.2 Notwithstanding anything to the contrary in Section 11.1 hereto, TCHC acknowledges and agrees as follows:

- (i) For the purposes of this subsection 11.2 TCHC shall provide a list of Bulk Account Premises (the "**Legacy Bulk Premises**") subject to any and all agreements existing as of June 1, 2005 with respect to the provision by the Bell Competitor of Bulk Account TV Services (the "**Legacy Bulk Agreements**") annexed hereto as Schedule "E" - Legacy Bulk Premises;
- (ii) any and all Legacy Bulk Agreements shall be deemed to be terminated upon the completion of the initial term set forth in each such Legacy Bulk Agreement (the "**Deemed Termination Date**"); and
- (iii) effective as of the Deemed Termination Date: (A) Bell may at its sole option, add such Legacy Bulk Premises to this Agreement in accordance with Section 8 hereto, and (B) Bell and any of its Affiliates may provide Services to the Tenants of such Legacy Bulk Premises on a non-bulk, direct pay basis.

12.0 DEFAULT AND TERMINATION

12.1 The following shall constitute an event of default (each, an "**Event of Default**"):

- (a) The filing of a voluntary petition in bankruptcy or insolvency or a petition for reorganization under any bankruptcy law by TCHC or Bell or the admission by TCHC or Bell that it is unable to pay its debts as they become due;
- (b) The consent of TCHC or Bell to an involuntary petition in bankruptcy commenced against it by any party, or the failure to vacate within sixty (60) days from the date of entry thereof, any order approving such an involuntary petition by any party;
- (c) The entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating TCHC or Bell as bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee, or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree continuing unstayed and in effect for any period of sixty (60) days;
- (d) The failure of TCHC or Bell to make any payment required to be made pursuant to this Agreement within ten (10) days after written notice to the defaulting party that such payment has not been made;
- (e) The failure of TCHC or Bell to perform, keep, or fulfill any of the other warranties, covenants, undertakings, obligations, or conditions set forth in this Agreement where such is not cured within thirty (30) days of written notice from the non-defaulting party, provided that if the default is not capable of being cured within thirty (30) days and the defaulting party shall promptly commence to cure the default and thereafter diligently pursue such efforts to completion, the period for curing shall be extended for such period as is reasonably required to cure the default.

12.2 Upon the occurrence of an Event of Default in respect of a party hereto, the non-defaulting party hereto may, without limiting any other rights or remedies, give to the defaulting party notice that it is terminating this

Agreement for such default and/or bring any action at law as may be necessary or advisable in order to recover damages and costs with respect to such Events of Default. Provided that notwithstanding the foregoing:

- (a) Neither party shall have a right to terminate this Agreement in the case of an Event of Default described under section 12.1 (e) that is of a non-material nature;
 - (b) In the event of a notice under Subsection 12.1(d) or (e) where the defaulting party bona fide disputes the notice of default and gives notice to the non-defaulting party within the curative period provided for that it so disputes the alleged default or in the case of 12.1(e) the material nature of the alleged default, the non-defaulting party may not exercise its right of termination until the default or in the case of 12.1(e) the material nature of the default if materiality was disputed has been confirmed by arbitration, judicial determination or agreement of the parties and, in the case of 12.1(d), the payment shall not have been made within ten (10) days after such confirmation or, in the case of 12.1(e), the failure in question shall not have been cured within ten (10) days of such confirmation (provided that if the default is not capable of being cured within ten (10) days and the defaulting party shall promptly commence to cure the default and thereafter diligently pursue such efforts to completion, the period for curing shall be extended for such period as is reasonably required to cure the default); and
 - (c) In the event that the Event of Default relates only to one or more Premises, the rights of the non-defaulting party as described above (including, without limitation, the right of termination of this Agreement) shall be limited to such one or more Premises, as the case may be.
- 12.3 The failure of any party to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver or as a relinquishment for the future of such provision, option, right or remedy.
- 12.4 A party shall be excused from its failure to perform any of its obligations hereunder if such party is unable to perform such obligation by reason of an Event of Force Majeure.
- 12.5 All payments required or contemplated by this Agreement shall, if not made when due hereunder, bear interest daily from the end of the curative period provided herein, calculated daily, at the rate per annum which is two percent (2%) above the annual rate of interest announced from time to time by Bell Canada's bank (which shall be a Canadian chartered bank listed in Schedule "D" to the *Bank Act* (Canada)) as the daily rate of interest used by such bank as a reference rate in setting rates of interest for commercial loans of Canadian dollars and commonly referred to by such bank as its Canadian "prime rate".
- 12.6 In any of the following events, TCHC shall have the right to terminate this Agreement with respect to the affected Premises by written notice to Bell:
- (a) if the Premises in question are damaged and rendered unusable or destroyed by fire or other casualties;
 - (b) if the Premises in question are demolished; or
 - (c) if the use of the Premises in question are changed to a use other than residential.

13.0 REPRESENTATIONS AND WARRANTIES AND ADDITIONAL COVENANTS

13.1 Bell represents and warrants to TCHC as follows:

- (a) as at the date hereof, Expressvu is a limited partnership organized under the laws of Ontario;
- (b) as at the date hereof, Bell Canada is a company incorporated under the Laws of Canada;
- (c) as at the date hereof, Bell has all necessary corporate power to enter into and perform its obligations under this Agreement;
- (d) as at the date hereof, the execution, delivery and performance by Bell of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all necessary corporate action on the part of Bell;
- (e) as of the date hereof, Bell is not subject to, or a party to, any charter or by-law restriction, any law, any material contract or instrument or any other restriction of any kind or character which would prevent consummation of the transactions contemplated by this Agreement in accordance with the terms of this Agreement;
- (f) subject to CRTC Broadcast Decision 2005-4 (to the extent, if any, applicable to this Agreement), as of the date hereof, this Agreement constitutes a legal, valid and binding obligation of Bell enforceable against it in accordance with its terms;

13.2 TCHC represents and warrants to Bell as follows:

- (a) as of the date hereof, TCHC is a corporation incorporated and existing under the laws of the Province of Ontario;
- (b) as of the date hereof, TCHC has all necessary corporate power to enter into and perform its obligations under this Agreement;
- (c) as of the date hereof, the execution, delivery and, performance by TCHC of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all necessary corporate action on the part of TCHC;
- (d) as of the date hereof, TCHC is not subject to, or a party to, any charter or by-law restriction, any law, any material contract or instrument or any other restriction of any kind or character which would prevent consummation of the transactions contemplated by this Agreement in accordance with the terms of this Agreement;
- (e) no third party has been granted any exclusive rights, preference, or privileges in or to the Premises, relating to marketing, access or installation rights, to the exclusion of Bell; and
- (f) as of the date hereof, this Agreement constitutes a legal, valid and binding obligation of TCHC enforceable against it in accordance with its terms.

13.3 Bell covenants to TCHC that except with the prior written approval of TCHC, which approval may be withheld by TCHC in its absolute discretion, Bell will not install any standalone satellite dishes on any balconies or other parts of any Premises covered under this Agreement.

14.0 INDEMNIFICATION

- 14.1 (a) Bell Canada hereby agrees to, at all times, protect, indemnify and save harmless TCHC, and its directors, officers, employees, shareholder and agents, and all of their respective heirs, executors, administrators, successors and permitted assigns (collectively, the

"TCHC Group") from and against any and all actions, causes of action, suits, investigations, proceedings, demands or claims of any kind whatsoever, whether arising under statute or action of a regulatory authority or otherwise (collectively, **"Claims"**) and any and all expenses, losses, damages or liabilities (collectively, **"Liabilities"**) in connection therewith, as and when incurred (including the aggregate amount paid in reasonable settlement of any Claim and the reasonable fees and expenses of counsel that may be incurred in advising with respect to and/or defending a Claim to which the TCHC Group or any member thereof may become subject or otherwise involved in any capacity), brought, commenced or prosecuted against any member or members of the TCHC Group for or in respect of any act, deed, matter or thing whatsoever made, done or omitted by Bell, its directors, officers, employees, shareholders and agents and for those whom Bell is responsible in law (collectively the **"Bell Group"**) in or about or in relation to the execution of the duties of Bell pursuant to this Agreement (including, without limitation, in respect of damage to persons or property and including, without limitation, arising out of or otherwise caused by reason of improper installation, repair or maintenance of the Cable and Related Equipment) save and except as contemplated in the next sentence of this Section. Despite any of the foregoing, no member of the TCHC Group shall be indemnified hereunder for Claims and any and all Liabilities in connection therewith arising from wilful misconduct, negligence, dishonesty or bad faith on the part of a particular member or members of the TCHC Group or of persons for whom the TCHC Group is in law responsible or a breach of this Agreement by TCHC or such member or members of the TCHC Group or persons for whom TCHC Group is in law responsible. TCHC is hereby constituted as trustee for the TCHC Group and those in law for whom TCHC is responsible in respect of the indemnity provided by this Section. Notwithstanding anything else contained herein to the contrary, in no event will Bell be liable for, or indemnify and save harmless any of the TCHC Group 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, and whether arising out of contract, tort, strict liability or otherwise.

- (b) Bell agrees that, in case any claim should be made arising from this Agreement, or the Services provided hereunder, the indemnified party in such case shall have the right, to employ its own counsel in connection therewith and the reasonable fees and expenses of such counsel, as well as the reasonable costs and out-of-pocket expenses incurred in connection therewith shall be paid by Bell in such case, as incurred.
- (c) TCHC agrees that, promptly after the receipt of notice of the commencement of any Claim involving an indemnified party pursuant to this Agreement, where such Claim is based, directly or indirectly, upon any matter in respect of which this Agreement provides for indemnification, the indemnified party in such case will notify Bell in writing of the commencement of such Claim (provided that any accidental failure to provide any such notice shall not prejudice the right of any such indemnified party hereunder) and, throughout the course of such Claim, such indemnified party will provide copies of all relevant documentation to Bell and will keep Bell apprised of the progress thereof and will discuss with Bell all significant actions proposed. Bell shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of such Claim.

- (d) Bell expressly acknowledges and agrees that the right to indemnity and contribution provided in this Section is not in derogation of any other liability which Bell in any particular case may have or of any other right to indemnity or contribution which any indemnified party may have by statute or otherwise at law.
 - (e) The indemnity provided in this Section shall survive the completion of services rendered hereunder or any termination or purported termination of this Agreement.
- 14.2 (a) TCHC hereby agrees to, at all times, protect, indemnify and save harmless the Bell Group from any and all actions, causes of action, suits, investigations, proceedings, demands or claims of any kind whatsoever, whether arising under statute or action of a regulatory authority or otherwise (collectively, "**Claims**") and any and all expenses, losses, damages or liabilities (collectively, "**Liabilities**") in connection therewith, as and when incurred (including the aggregate amount paid in reasonable settlement of any Claim and the reasonable fees and expenses of counsel that may be incurred in advising with respect to and/or defending a Claim to which the Bell Group or any member thereof may become subject or otherwise involved in any capacity), brought, commenced or prosecuted against any member or members of the Bell Group for or in respect of any act, deed, matter or thing whatsoever made, done or omitted by the TCHC Group in or about or in relation to the execution of the duties of TCHC pursuant to this Agreement, save and except as contemplated in the next sentence of this Section. Despite any of the foregoing, no member of the Bell Group shall be indemnified hereunder for Claims and any and all Liabilities in connection therewith arising from wilful misconduct, negligence, dishonesty or bad faith on the part of a particular member or members of the Bell Group or persons for whom the Bell Group is in law responsible or a breach of this Agreement by Bell or such member or members of the Bell Group or persons for whom the Bell Group is in law responsible. Bell Canada is hereby constituted as trustee for the Bell Group and those in law for whom Bell Canada is responsible in respect of the indemnity provided by this Section. Notwithstanding anything else contained herein to the contrary, in no event will TCHC Group be liable for, or indemnify and save harmless the Bell Group 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 and whether arising out of contract, tort, strict liability or otherwise.
- (b) TCHC agrees that, in case any claim should be made arising from this Agreement, the indemnified party in such case shall have the right, to employ its own counsel in connection therewith and the reasonable fees and expenses of such counsel, as well as the reasonable costs and out-of-pocket expenses incurred in connection therewith shall be paid by TCHC in such case, as incurred.
 - (c) Bell agrees that, promptly after the receipt of notice of the commencement of any Claim involving an indemnified party pursuant to this Agreement, where such Claim is based, directly or indirectly, upon any matter in respect of which this Agreement provides for indemnification, the indemnified party in such case will notify TCHC in writing of the commencement of such Claim (provided that any accidental failure to provide any such notice shall not prejudice the right of any such indemnified party hereunder) and, throughout the course of such Claim., such indemnified party will provide copies of all relevant documentation to TCHC and will keep TCHC apprised of the

progress thereof and will discuss with TCHC all significant actions proposed. TCHC shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of such Claim.

- (d) TCHC expressly acknowledges and agrees that the right to indemnity and contribution provided in this Section is not in derogation of any other liability which TCHC in any particular case may have or of any other right to indemnity or contribution which any indemnified party may have by statute or otherwise at law.
- (e) The indemnity provided in this Section shall survive the completion of Services rendered under or any termination or purported termination of this Agreement.

15.0 INSURANCE

- 15.1 Throughout the Term of this Agreement, Bell Canada 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 and access to the Premises 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 TCHC as an additional insured. The required insured limit shall be composed of any combination of primary and excess (umbrella) insurance policies. Upon request of TCHC, Bell will provide TCHC with current certificates of insurance evidencing that the required coverage is in full force.
- 15.2 TCHC acknowledges and agrees to maintain its own Comprehensive General Liability insurance with respect to any claims arising from an act or omission or occurrence caused by TCHC or those in law for whom it is responsible.

16.0 REPRESENTATIVES AND NOTICES

- 16.1 Any notice or communication hereunder shall be in writing and sent by registered mail to the other party, delivered personally or transmitted by telecopy to the following addresses:

In the case of TCHC, to the following:

Toronto Community Housing Corporation
931 Yonge Street, 5th Floor
Toronto, ON M4W 2H2
Telecopy: 416-981-4808

Attention: Manager, Commercial Business

With a copy to the attention of Senior Legal Counsel at the above written address telecopied to 416-981-4234

In the case of Bell, to the following address:

Bell Canada.
100 Wynford Drive, Floor 3
Toronto, Ontario
M3C 4B4

Telecopy: (416) 446-3240

Attention: Director, MDU Sales

Any such notice or communication will be effective on the fourth day of uninterrupted postal service after the postmark date if mailed, on the day received if delivered personally and, on the Business Day following the date of transmission if sent by telecopy.

17.0 ASSIGNMENT

- 17.1 Any obligation of Bell Canada and/or Expressvu may be performed in whole or in part by an Affiliate and Bell Canada and/or Expressvu shall have the right without consent to assign its respective interest in this Agreement, in whole or in part, to an Affiliate, and such Affiliate shall assume the rights and obligations of Bell Canada and/or Expressvu herein. Bell Canada and/or Expressvu covenant to give TCHC prompt written notice of any such assignment. In addition, Bell Canada and/or Expressvu shall have the right without consent (but with prior written notice thereof) to assign its interest in this Agreement to an experienced, reputable and creditworthy communications provider provided that such provider assumes the rights and obligations of Bell herein and agrees with TCHC to be bound by the provisions of this Agreement and provided further that Bell Canada and/or Expressvu agrees that it shall guarantee to TCHC the due observance and performance by such provider of all of its obligations hereunder.
- 17.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Bell Canada and/or Expressvu shall sell, assign or otherwise dispose of any part of its business which consists of the provision of Services (such as, for instance, its internet access service), Bell Canada and/or Expressvu agree that the acquirer thereof shall be required to acknowledge the terms and provisions of this Agreement and shall be required to agree to be bound thereby in the same manner as Bell (but only in respect of the Services it has acquired) and Bell Canada and/or Expressvu agree that it shall unconditionally and irrevocably guarantee to TCHC the due observance and performance by such acquirer of such obligations hereunder on the terms and conditions contained in Section 14.2, mutatis mutandis.
- 17.3 Without limiting the generality of Sections 17.1 and 17.2, Bell Canada hereby unconditionally and irrevocably guarantees to TCHC the due observance and performance by any party that assumes its obligations hereunder of all of Expressvu and/or Bell Canada covenants and obligations contained herein and agrees to indemnify and save harmless TCHC from and against all losses, costs, charges, damages and expenses of any nature whatsoever occasioned by any act or default of any such party which may be incurred or sustained by reason of any failure by any such party to observe and perform any or all of the said covenants and obligations.
- 17.4 Any obligation of TCHC may be performed in whole or in part by a subsidiary of TCHC, and TCHC shall have the right without consent to assign its interest in this Agreement, in whole or in part, to a subsidiary, and such subsidiary shall assume the rights and obligations of TCHC herein. Neither of these circumstances will release TCHC from its

obligations under this Agreement. TCHC covenants to give Bell prompt written notice of any such assignment.

- 17.5 Except as otherwise specifically provided for herein, neither party may assign or transfer or permit the assignment or transfer of this Agreement or any part hereof nor subcontract the whole or any part of its rights or obligations hereunder without the prior consent of the other.

18.0 ARBITRATION

- 18.1 In the event of any dispute, claim, question or difference relating to this Agreement, then subject to any contrary agreement being made between the parties, the dispute, claim, question or difference shall be referred by the parties for resolution pursuant to the Arbitration Act except as varied or excluded by this Agreement.
- 18.2 Any arbitration commenced by a party pursuant to Section 18.1 shall be based upon the following:
- (a) The arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the parties involved who is qualified by education and training to pass upon the particular matter to be decided, or in the event of failure to agree within 10 Business Days, any party involved may apply to the Ontario Superior Court of Justice under the Arbitration Act to appoint an arbitrator;
 - (b) The arbitrator shall be instructed that time is of the essence in proceeding with his/her determination of any dispute, claim, question or difference and, in any event, the arbitration award must be rendered within thirty (30) days of the submission of such dispute to arbitration;
 - (c) The arbitration shall take place in Toronto, Ontario;
 - (d) The law to be applied in connection with the arbitration shall be the laws of Ontario, including its conflict of law rules;
 - (e) In its arbitration award, the arbitrator may award any remedy for any breach of this Agreement that might have been awarded by the Ontario Superior Court of Justice except where the remedy for such breach has been expressly limited by this Agreement;
 - (f) The arbitration award shall be given in writing and shall be final and binding on the Parties, not subject to any appeal on a matter of law, a matter of fact, or a matter of mixed fact and law pursuant to s. 45 of the Arbitration Act;
 - (g) The arbitration award shall deal with the question of costs of arbitration and all matters related thereto;
 - (h) Judgment upon the award rendered may be entered in any court of competent jurisdiction, or, application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be; and
 - (i) Nothing in this Section shall apply so as to prevent either party from applying for injunctive relief pending such arbitration proceeding.
- 18.3 Except where clearly prevented by the nature of the matter in dispute, each of the parties shall continue performing their respective obligations under this Agreement while the dispute, claim, question or difference is being resolved, unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.

19.0 GENERAL PROVISIONS

- 19.1 This Agreement and discussions regarding the proposed business relationship including any information provided to the other party or related party in respect of the transactions contemplated by this Agreement, will be kept in the strictest confidence and will not be disclosed to an unrelated party without the other party's prior written consent except as may be required by a Court of competent jurisdiction, or except as may be required under a request for information made pursuant to *PIPEDA* and *MFIPPA*.
- 19.2 The parties agree to execute such further assurances, agreements and other documentation and do such actions as either party reasonably requests in order to carry out the purpose and intent of this Agreement.
- 19.3 A short form of this Agreement or notice of this Agreement may be published in accordance with CRTC Regulations by Bell and at its expense and shall enure to the benefit of and bind the Premises, the parties hereto, their permitted transferees, successors and permitted assigns. No financial terms shall be disclosed in any such publication. Bell agrees, upon request from TCHC, to postpone its rights on title to any financing arrangement required by TCHC in return for a lender's standard non disturbance agreement. The parties agree that this Agreement does not create or constitute an interest in real property and that neither this Agreement nor any notice thereof shall be registered on title to any real property of TCHC.
- 19.4 This Agreement constitutes the entire agreement among the parties regarding the subject matter herein contained. No amendments shall be made to this Agreement unless they are in writing signed by the parties or their authorized agents. This Agreement supersedes all prior agreements, negotiations, representations and proposals, whether written or oral, with respect to the subject matter hereof. There are no conditions, covenants, representations or warranties, express or implied, statutory or otherwise relating to the subject matter hereof except as expressly provided herein.
- 19.5 This Agreement 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. If any provisions of this Agreement are found by a Court of competent jurisdiction or regulatory authority to be invalid or unenforceable, they will be severed from this Agreement and the parties will negotiate in good faith such changes as may be necessary to preserve for the parties, in a fair and equitable manner, the intended benefits and obligations of the severed provisions; if agreement cannot be reached within 15 days of severance the matter will be settled by arbitration by one arbitrator under the Arbitration Act.
- 19.6 This Agreement shall be binding upon and shall enure solely to the benefit of the parties hereto and their successors and permitted assigns.
- 19.7 A party shall be excused from its failure to perform any of its obligations hereunder if such party is unable to perform such obligation by an Event of Force Majeure.
- 19.8 The headings appearing in this Agreement have been inserted solely for the convenience of reference and will be of no force and effect in the construction of the provisions of this Agreement.

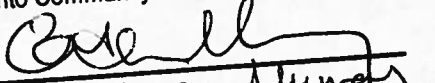
- 19.9 The parties acknowledge that they are independent contractors and that nothing in this Agreement will create any partnership, joint venture, agency, trust or other relationship between the parties. Their relations are entirely contractual as set out in this Agreement. Neither of the parties has the authority to bind the other or to commit it in any way, except as specifically stated in this Agreement. Nothing in this Agreement will give any right to any third party to bring any action or make any claim against either of the parties to this Agreement.
- 19.10 Throughout this Agreement, any reference to the singular shall also include the plural and any reference to the masculine gender shall also include the feminine gender and vice versa.
- 19.11 All amounts payable hereunder shall be inclusive of all applicable taxes. Bell and TCHC are GST/HST registrants for the purposes of the *Excise Tax Act (Canada)* and any other federal or provincial laws and pursuant to such applicable laws will provide each other with such registration numbers upon or prior to the execution of this Agreement.
- 19.12 The provisions of Section 1.1(k), Section 7.3, Section 14, Section 18 and Section 19 shall survive the termination or expiry of this Agreement, notwithstanding the reason therefore.
- 19.13 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original by the party executing such counterpart, but all of which shall be considered one and the same instrument. The delivery of an executed counterpart copy of this Agreement by facsimile or telecopy shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

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19.14 Each party agrees to make such further assurances as may be reasonably required from time to time by the other to more fully implement the true intent of this Agreement.

IN WITNESS WHEREOF the parties have executed and sealed this Agreement this 23rd day of June, 2010.

Approved as to Form by
Toronto Community Housing Legal Services


Name Catherine Murray Name

~~Approved as to Form by
Toronto Community Housing Legal Services~~

~~Name~~

~~Approved as to Form by
Toronto Community Housing Legal Services~~

**TORONTO COMMUNITY
HOUSING CORPORATION**

Per: 
Name: Gordon Chu
Title: Chief Financial Officer

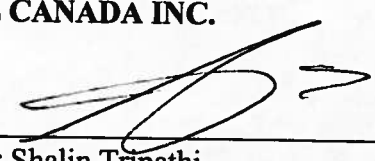
I have the authority to bind the Corporation.

**BELL EXPRESSVU INC., IN ITS CAPACITY
AS GENERAL PARTNER OF BELL
EXPRESSVU LIMITED PARTNERSHIP**

Per: 
Name: Shalin Tripathi
Title: Director MDU Markets

I have the authority to bind the Corporation.

BELL CANADA INC.

Per: 
Name: Shalin Tripathi
Title: Director MDU Markets

SCHEDULE "A"

Premises

POSTAL	NUMBER	ADDRESS
M1W2M9	160	Chester Le Blvd
M1W2N4	260	Chester Le Blvd
M1J1J4	410	McCowan Road
M1M1P5	3190	Kingston Rd
M1K4H6	10	Gordonridge Pl
M1K4H8	40	Gordonridge Pl
M1K4P7	47	Gilder Dr
M1K4P7	81	Gilder Dr
M1E4P9	90	Mornelle Crt.
M1K2B9	675	Kennedy Rd
M1T1A7	2739	Victoria Park
M1J2G8	3171	Eglington Ave E
M1K1L2	3479	St. Clair Ave E
M1G1R5	3847	Lawrence Ave E
M1E2S1	4110	Lawrence Ave E
M1W2M9	162	Chester Le Blvd
M1W2M9	180	Chester Le Blvd
M1L1N6	1	Cataraqui Crescent
M1P1S4	10	Canlish Rd
M1P4M9	15	Canlish Rd
M1L1N7	18	Cataraqui Crescent
M1L1N6	19	Cataraqui Crescent
M1K3G9	20	Eppleworth Rd
M1H1P6	20	Greenbrae Circuit
M1L1N7	28	Cataraqui Crescent
M1K3G9	30	Eppleworth Rd
M1E3W2	30	Valia Rd
M1N1N6	31	Cataraqui Crescent
M1L1N7	44	Cataraqui Crescent
M1L1N6	45	Cataraqui Crescent
M1L1N9	50	Firvalley Court
M1W2N5	51	Morecambe Gate
M1L1P2	67	Firvalley Court
M1L1N7	72	Cataraqui Crescent
M1T2Z7	85	Glendower Circuit
M1L1N7	88	Cataraqui Cres
M1E2L5	101	Danzig St
M1T2Z7	119	Glendower Circuit
M1L3Y6	120	Patterson Ave
M1E2L5	137	Danzig St
M1T2Z7	159	Glendower Circuit
M1E2L6	160	Danzig St
M1E2L5	165	Danzig St
M1T2Z7	165	Glendower Circuit
M1L3V6	186	Leyton Avenue
M1T2Z7	189	Glendower Circuit
M1T2G7	200	Bay Mills Boulevard
M1E2L6	200	Danzig St
M1T2Z7	209	Glendower Circuit
M1L3V6	218	Leyton Avenue
M1E2L5	221	Danzig St
M1T2Z7	225	Glendower Circuit
M1T2G7	230	Bay Mills Boulevard
M1T2Z7	235	Glendower Circuit
M1L3V6	240	Leyton Boulevard
M1T2Z7	245	Glendower Circuit
M1T2G7	254	Bay Mills Boulevard
M1T2Z7	263	Glendower Circuit
M1T2G7	266	Bay Mills Boulevard
M1W2K7	275	Chester Le Blvd.
M1T2G7	280	Bay Mills Boulevard

M1T2Z7	287	Glendower Circuit
M1T2G7	300	Bay Mills Boulevard
M1T2Z7	301	Glendower Circuit
M1T2Z7	313	Glendower Circuit
M1T2G7	322	Bay Mills Boulevard
M1T2G7	360	Bay Mills Boulevard
M1L4N5	680	Warden Ave
M1K4H4	1201	Midland Ave
M1G1R9	3939	Lawrence Ave E
M1G1R9	3941	Lawrence Ave E
M1G1R9	3943	Lawrence Ave E
M1G1R9	3945	Lawrence Ave E
M1E2M9	4305	Kingston Rd
M1E2M9	4311	Kingston Rd
M1E2M9	4315	Kingston Rd
M1E2M9	4321	Kingston Rd
M1E2M9	4325	Kingston Rd
M1E2M9	4331	Kingston Rd
M1L1N8	1	Firvalley Court
M1P2M7	6	Glamorgan Ave
M1P2N1	7	Glamorgan Ave
M1K4H7	30	Gordonridge Pl
M1L1L2	30	Teesdale Pl
M1L1L3	40	Teesdale Pl
M1E3E5	225	Morningside Ave
M1T2G5	365	Bay Mills Blvd
M1G3M5	2190	Ellesmere Rd
M1W2C8	2821	Birchmount Rd
M1J2G9	3181	Eglinton Ave E
M1G1S1	3947	Lawrence Ave E
M1E2R9	4100	Lawrence Ave E
M1E2N1	4301	Kingston Rd
M1E4R1	110	Mornelle Crt
M1T1A8	2743	Victoria Park
M3L2E2	7	Arlata Ave
M3L2E3	11	Arlata Ave
M5R3M3	18	Davenport Rd
M6M5C3	30	Denarda St
M9A5A9	41	Mabelle Ave
M9A5B1	49	Mabelle Ave
M4X1W9	55	Bleecker St
M4S3A3	71	Merton Ave
M6P4E2	77	Rankin Cres
M4K3Y5	80	Danforth Ave
M5T2L2	91	Augusta Ave
M6K2E2	102	Tyndall Ave
M4P2X9	130	Eglinton Ave E
M6C3Z6	130	Vaughn Rd
M5T2X9	168	John St
M2M2E9	175	Cummer Ave
M8V3Y8	250	Twelfth St
M4J5B1	266	Donlands Ave
M5A3Z8	310	Dundas St E
M4S3C8	384	Mount Pleasant Rd
M5B1T2	423	Yonge St
M4Y2X8	460	Jarvis St
M6M5G2	600	Rogers Rd
M4J5B6	1275	Danforth Ave
M9N3P1	1901	Weston Rd
M6M5E2	2468	Eglinton Ave W
M6B4K1	3036	Bathurst St
M9M2Z9	3101	Weston Rd
M4C4P5	9	Haldon Ave
M4J1A6	10	Boulton Ave
M9W6J5	10	Humberline Dr
M3N2R5	15	Tobermory Dr
M3C3R2	20	Sanderling Pl

M6K2T4	20	West Lodge Ave
M5T 3C2	22	McCaul St
M5B2K1	25	Mutual St
M5A4B6	25	Henry Lane Ter
M1K4P8	31	Gilder Dr
M4C5P9	33	Coatsworth Cres
M2N5W4	35	Park Home Ave
M6P4E4	55	Rankin Cres
M6N1A8	61	Pelham Park Gardens
M6K3G7	75	Dowling Ave
M9W2N9	75	Tandridge Cres
M6P2S2	100	High Park Ave
M1K5H6	120	Townhaven Pl
M5A4P5	140	The Esplanade
M5A3W2	155	Sherbourne St
M6K1S6	245	Dunn Ave
M5A3Y8	251	Sherbourne St
M5A3Y9	257	Sherbourne St
M4X1M1	275	Bleecker St
M5A2N2	291	George St
M4X1M2	325	Bleecker St
M4K3Y6	369	Pape Ave
M4X1M3	375	Bleecker St
M1J1J5	400	Mccowan Rd
M3N2P7	415	Driftwood Ave
M4L3W8	520	Kingston Rd
M6J3R8	575	Adelaide St W
M6M5A5	720	Trethewey Dr
M3M3G4	1286	Wilson Ave
M1B5N2	1315	Neilson Rd
M5R3S5	1400	Bathurst St
M4A2P7	1420	Victoria Park Ave
M6K1T7	1525	Dundas St W
M9V5C2	2765	Islington Ave
M1P2T9	2950	Lawrence Ave E
M1T3P6	3825	Sheppard Ave E
M9A4Y6	5005	Dundas St W
M2N6J9	5430	Yonge St
M4P 3G7	8	Broadway Ave
M4P 1T5	28	Broadway Ave
M4P2Z4	801	Mount Pleasant Rd
M4P3B4	2567	Yonge St
M5A4K1	501	Adelaide St East
M5A3E9	252	Sackville Street
M5A3S4	246	Sackville Street
M5E1Y6	1	Church St.
M2H1H1	2	Brahms Ave
M9N1G5	5	Bellevue Cres
M2H1H2	5	Brahms Ave
M4H1N8	12	Thorncliffe Park Dr
M5T2H4	20	Vanauley St
M5G2G5	25	Elm St
M5V2Z8	25	Bishop Tutu Blvd
M4W1J6	40	Asquith Ave
M5E1V2	55	The Esplanade
M9A4Y5	57	Mabelle Ave
M4S3A4	70	Dunfield Ave
M5T2K6	73	Augusta Sq
M5G2J1	111	Chestnut St
M5B2K5	145	Mutual St
M5A4H2	176	The Esplanade
M5A2E1	220	Oak St
M5R1J8	250	Davenport Rd
M5A1W4	275	Shuter St
M5A1W5	285	Shuter St
M5A1W6	295	Shuter St
M1K1S2	1021	Birchmount Rd

M9P2R7	2063	Islington Ave
M9P2R8	2067	Islington Ave
M6S2T5	3725	Dundas St W
M6S2T6	3735	Dundas St W
M5A4E9	15	Scadding Ave
M4C2L8	444	Lumsden Ave
M6K1K8	3	Laxton Ave
M3N2B9	5	Needle Firway
M4A1A2	5	Wakunda Pl
M9B6B9	7	Capri Rd
M3C3J2	10	Deauville Lane
M1N1J4	10	Glen Everest Rd
M4P3G8	10	Broadway Ave
M4P3G9	12	Broadway Ave
M3A2Y4	14	Rayoak Rd
M1M3T8	17	Brimley Rd
M6L2C8	20	Falstaff Ave
M6L2C9	30	Falstaff Ave
M3N1S5	35	Shoreham Dr
M6L2E1	40	Falstaff Ave
M1L1P1	40	Firvalley Court
M9R3Z1	44	Willowridge Rd
M5A4B5	49	Henry Lane Ter
M1G3S8	50	Tuxedo Crt
M3A2X1	51	Parkwoods Village Dr
M1H1R1	55	Greenbrae Circuit
M1H1R2	65	Greenbrae Circuit
M4J3E1	80	Blake St
M4A1A6	90	Parma Crt
M4Y2Z3	95	Wood St
M8V3Y4	98	Cavell Ave
M8V3V6	100	Cavell Ave
M9V1V1	101	Kendleton Dr
M6N2H6	121	Humber Blvd
M9V1V3	121	Kendleton Dr
M5T3C1	127	St. Patrick St
M1M2E8	140	Adanac Dr
M6B4H4	145	Elm Ridge Dr
M5T2H8	170	Vanauley Walk
M6N1Y3	190	Woolner Ave
M5A3Z5	200	Sherbourne St
M4X1G3	200	Wellesley St E
M5T3B9	248	Simcoe St
M5B2N9	261	Jarvis St
M6K3E5	300	Dufferin St
M5A2G6	325	Gerrard St E
M5A2Z9	365	Parliament St
M6G3Y1	470	Melita Ave
M3H6B2	495	Wilson Ave
M5V3A9	679	Queen's Quay W
M1L3Z9	682	Warden Ave
M6M5A4	710	Trethewey Dr
M4E1S2	828	Kingston Rd
M6B4C3	855	Roselawn Ave
M4M1L5	1167	Queen St E
M5R3S3	1466	Bathurst St
M4L1E6	1555	Queen St E
M9N2R7	1570	Jane St
M4L1E7	1575	Queen St E
M2J4X8	1700	Finch Ave E
M6E4Z9	1775	Eglinton Ave W
M6N4Y2	1884	Davenport Ave
M1G3M4	2180	Ellesmere Rd
M3M1A3	2195	Jane St
M3N2J9	2999	Jane St
M6A3A7	3174	Bathurst St
M1L4P9	3330	Danforth Ave

M1K1L3	3485	St. Clair Ave E
M2H3N2	4000	Don Mills Rd
M1E4T7	4175	Lawrence Ave E
M1E4S6	4205	Lawrence Ave E
M3N2K4	4400	Jane St
M3H5X7	4455	Bathurst St
M2R2A4	6250	Bathurst St
M6P4B9	2	Antler St
M6G 3Y9	2	Lambertlodge Ave
M5A3M4	14	Blevins Place
M5A 3H7	15	Belshaw Place
M4P1T5	28	Broadway Ave
M4M3M7	29	Louvain Ave
M5T2Y2	34	Oxford St
M5A0A7	41	Oak St
M6N4Y3	55	Outlook Ave
M4L3G9	59	Edgewood Ave
M5A 3H8	63	Belshaw Place
M4L3W5	66	Walpole Ave
M6G3Z9	72	Clinton St
M6K3C9	85	Spencer Ave
M6N2H5	101	Humber Blvd
M4P1V5	133	Broadway Ave
M6A2Y3	145	Neptune Dr.
M4J4Y9	145	Strathmore Blvd
M6C4A2	154	Vaughn Rd
M5A4H3	171	Front St E
M6G1S1	177	Pendrith St
M5A3P7	184	River St
M5M4M8	193	Wilson Ave
M4P1K4	220	Eglinton Ave E
M5A3S7	274	Sackville Street
M5A3V4	330	Gerrard St E
M4Y3A3	330	Jarvis St
M8Y2P9	340	Royal York Rd
M5S1W8	341	Bloor St W
M5A2Z8	347	Parliament St
M5B2A1	389	Church St
M5A2H5	407	Gerrard St E
M5A2B3	508	Dundas St E
M4L1V4	530	Kingston Rd
M6E5B3	659	Northcliffe Blvd
M3H6B1	750	Wilson Heights Blvd
M5N1G2	790	Eglinton Ave W
M9W6Z3	900	Queen's Plate Dr
M9W6Z4	910	Queen's Plate Dr
M9P3V3	1025	Scarlett Rd
M6K3K5	1447	King St W
M4L1L2	1615	Dundas St E
M1T3P7	2008	Pharmacy Ave
M8V3V8	2835	Lakeshore Blvd W
M4N3P5	3179	Yonge St
M3J1M2	3680	Keele St
M6S4W6	4020	Dundas St W
M9V1V2	111	Kendleton Dr
M6P4G5	140A-152D	Perth Ave
M2H3B7	2-10	Tree Sparroway
M5A3M4	30-52	Blevins Place
M5A1Y7	595-619	Whiteside Place
M5T1X1	6-28	Henry St
M2H3B6	9-15	Field Sparroway

SCHEDULE “B”

Pre-existing Agreements

SCHEDULE "C"

LEGACY TV PREMISES

Street #	Street Name	City	Province	Postal Code
10	Gordonridge Pl	Toronto	ON	M1K4H6
40	Gordonridge Pl	Toronto	ON	M1K4H8
47	Gilder Dr	Toronto	ON	M1K4P7
81	Gilder Dr	Toronto	ON	M1K4P7
90	Mornelle Crt.	Toronto	ON	M1E4P9
160	Chester Le Blvd	Toronto	ON	M1W2M9
162	Chester Le Blvd	Toronto	ON	M1W2M9
180	Chester Le Blvd	Toronto	ON	M1W2M9
260	Chester Le Blvd	Toronto	ON	M1W2N4
410	McCowan Road	Toronto	ON	M1J1J4
675	Kennedy Rd	Toronto	ON	M1K2B9
2739	Victoria Park	Toronto	ON	M1T1A7
3171	Eglinton Ave E	Toronto	ON	M1J2G8
3190	Kingston Rd	Toronto	ON	M1M1P5
3479	St. Clair Ave E	Toronto	ON	M1K1L2
3847	Lawrence Ave E	Toronto	ON	M1G1R5
4110	Lawrence Ave E	Toronto	ON	M1E2S1
1	Cataraqui Crescent	Toronto	ON	M1L1N6
10	Canlish Rd	Toronto	ON	M1P1S4
15	Canlish Rd	Toronto	ON	M1P4M9
18	Cataraqui Crescent	Toronto	ON	M1L1N7
19	Cataraqui Crescent	Toronto	ON	M1L1N6
20	Epplworth Rd	Toronto	ON	M1K3G9
20	Greenbrae Circuit	Toronto	ON	M1H1P6
28	Cataraqui Crescent	Toronto	ON	M1L1N7
30	Epplworth Rd	Toronto	ON	M1K3G9
30	Valia Rd	Toronto	ON	M1E3W2
31	Cataraqui Crescent	Toronto	ON	M1L1N6
44	Cataraqui Crescent	Toronto	ON	M1L1N7
45	Cataraqui Crescent	Toronto	ON	M1L1N6
50	Firvalley Court	Toronto	ON	M1L1N9
51	Morecambe Gate	Toronto	ON	M1W2N5
67	Firvalley Court	Toronto	ON	M1L1P2
72	Cataraqui Crescent	Toronto	ON	M1L1N7
85	Glendower Circuit	Toronto	ON	M1T2Z7
88	Cataraqui Cres	Toronto	ON	M1L1N7
101	Danzig St	Toronto	ON	M1E2L5
119	Glendower Circuit	Toronto	ON	M1T2Z7
120	Patterson Ave	Toronto	ON	M1L3Y6
137	Danzig St	Toronto	ON	M1E2L5
159	Glendower Circuit	Toronto	ON	M1T2Z7
160	Danzig St	Toronto	ON	M1E2L6
165	Danzig St	Toronto	ON	M1E2L5
165	Glendower Circuit	Toronto	ON	M1T2Z7
186	Leyton Avenue	Toronto	ON	M1L3V6
189	Glendower Circuit	Toronto	ON	M1T2Z7
200	Bay Mills Boulevard	Toronto	ON	M1T2G7
200	Danzig St	Toronto	ON	M1E2L6
209	Glendower Circuit	Toronto	ON	M1T2Z7
218	Leyton Avenue	Toronto	ON	M1L3V6
221	Danzig St	Toronto	ON	M1E2L5
225	Glendower Circuit	Toronto	ON	M1T2Z7
230	Bay Mills Boulevard	Toronto	ON	M1T2G7
235	Glendower Circuit	Toronto	ON	M1T2Z7
240	Leyton Boulevard	Toronto	ON	M1L3V6
245	Glendower Circuit	Toronto	ON	M1T2Z7
254	Bay Mills Boulevard	Toronto	ON	M1T2G7
263	Glendower Circuit	Toronto	ON	M1T2Z7
266	Bay Mills Boulevard	Toronto	ON	M1T2G7
275	Chester Le Blvd.	Toronto	ON	M1W2K7
280	Bay Mills Boulevard	Toronto	ON	M1T2G7

287	Glendower Circuit	Toronto	ON	M1T2Z7
300	Bay Mills Boulevard	Toronto	ON	M1T2G7
301	Glendower Circuit	Toronto	ON	M1T2Z7
313	Glendower Circuit	Toronto	ON	M1T2Z7
322	Bay Mills Boulevard	Toronto	ON	M1T2G7
360	Bay Mills Boulevard	Toronto	ON	M1T2G7
680	Warden Ave	Toronto	ON	M1L4N5
1201	Midland Ave	Toronto	ON	M1K4H4
3939	Lawrence Ave E	Toronto	ON	M1G1R9
3941	Lawrence Ave E	Toronto	ON	M1G1R9
3943	Lawrence Ave E	Toronto	ON	M1G1R9
3945	Lawrence Ave E	Toronto	ON	M1G1R9
1	Firvalley Court	Toronto	ON	M1L1N8
6	Glamorgan Ave	Toronto	ON	M1P2M7
7	Glamorgan Ave	Toronto	ON	M1P2N1
30	Gordonridge Pl	Toronto	ON	M1K4H7
30	Teesdale Pl	Toronto	ON	M1L1L2
40	Teesdale Pl	Toronto	ON	M1L1L3
225	Morningside Ave	Toronto	ON	M1E3E5
365	Bay Mills Blvd	Toronto	ON	M1T2G5
2190	Ellesmere Rd	Toronto	ON	M1G3M5
2821	Birchmount Rd	Toronto	ON	M1W2C8
3181	Eglinton Ave E	Toronto	ON	M1J2G9
3947	Lawrence Ave E	Toronto	ON	M1G1S1
4100	Lawrence Ave E	Toronto	ON	M1E2R9
4301	Kingston Rd	Toronto	ON	M1E2N1
110	Mornelle Crt	Toronto	ON	M1E4R1
2743	Victoria Park	Toronto	ON	M1T1A8
4305	Kingston Rd	Toronto	ON	M1E2M9
4311	Kingston Rd	Toronto	ON	M1E2M9
4315	Kingston Rd	Toronto	ON	M1E2M9
4321	Kingston Rd	Toronto	ON	M1E2M9
4325	Kingston Rd	Toronto	ON	M1E2M9
4331	Kingston Rd	Toronto	ON	M1E2M9

SCHEDULE "D"

MDU TV PREMISES

(Premises excluding SFU Premises and Legacy TV Premises)

Street #	Street Name	City	Province	Postal Code	Suite Count
1	Church St.	Toronto	ON	M5E1Y6	115
2	Brahms Ave	Toronto	ON	M2H1H1	164
5	Bellevue Cres	Toronto	ON	M9N1G5	326
5	Brahms Ave	Toronto	ON	M2H1H2	178
12	Thomcliffe Park Dr	Toronto	ON	M4H1N8	219
20	Vanauley St	Toronto	ON	M5T2H4	135
25	Elm St	Toronto	ON	M5G2G5	115
25	Bishop Tutu Blvd	Toronto	ON	M5V2Z8	119
40	Asquith Ave	Toronto	ON	M4W1J6	192
55	The Esplanade	Toronto	ON	M5E1V2	166
57	Mabelle Ave	Toronto	ON	M9A4Y5	255
70	Dunfield Ave	Toronto	ON	M4S3A4	156
73	Augusta Sq	Toronto	ON	M5T2K6	77
111	Chestnut St	Toronto	ON	M5G2J1	144
145	Mutual St	Toronto	ON	M5B2K5	145
176	The Esplanade	Toronto	ON	M5A4H2	219
220	Oak St	Toronto	ON	M5A2E1	469
250	Davenport Rd	Toronto	ON	M5R1J8	460
275	Shuter St	Toronto	ON	M5A1W4	299
285	Shuter St	Toronto	ON	M5A1W5	300
295	Shuter St	Toronto	ON	M5A1W6	300
1021	Birchmount Rd	Toronto	ON	M1K1S2	236
2063	Islington Ave	Toronto	ON	M9P2R7	162
2067	Islington Ave	Toronto	ON	M9P2R8	162
3725	Dundas St W	Toronto	ON	M6S2T5	153
3735	Dundas St W	Toronto	ON	M6S2T6	132
15	Scadding Ave	Toronto	ON	M5A4E9	251
444	Lumsden Ave	Toronto	ON	M4C2L8	373
7	Arieta Ave	Toronto	ON	M3L2E2	201
11	Arieta Ave	Toronto	ON	M3L2E3	171
18	Davenport Rd	Toronto	ON	M5R3M3	194
30	Denarda St	Toronto	ON	M6M5C3	255
41	Mabelle Ave	Toronto	ON	M9A5A9	350
49	Mabelle Ave	Toronto	ON	M9A5B1	128
55	Bleecker St	Toronto	ON	M4X1W9	260
71	Merton Ave	Toronto	ON	M4S3A3	167
77	Rankin Cres	Toronto	ON	M6P4E2	121
80	Danforth Ave	Toronto	ON	M4K3Y5	131
91	Augusta Ave	Toronto	ON	M5T2L2	257
102	Tyndall Ave	Toronto	ON	M6K2E2	98
130	Eglinton Ave E	Toronto	ON	M4P2X9	266
130	Vaughn Rd	Toronto	ON	M6C3Z6	99
168	John St	Toronto	ON	M5T2X9	180
175	Cummer Ave	Toronto	ON	M2M2E9	246
250	Twelfth St	Toronto	ON	M8V3Y8	178
266	Donlands Ave	Toronto	ON	M4J5B1	254
310	Dundas St E	Toronto	ON	M5A3Z8	155
384	Mount Pleasant Rd	Toronto	ON	M4S3C8	155
423	Yonge St	Toronto	ON	M5B1T2	340
460	Jarvis St	Toronto	ON	M4Y2X8	212
600	Rogers Rd	Toronto	ON	M6M5G2	200
1275	Danforth Ave	Toronto	ON	M4J5B6	109
1901	Weston Rd	Toronto	ON	M9N3P1	391
2468	Eglinton Ave W	Toronto	ON	M6M5E2	210
3036	Bathurst St	Toronto	ON	M6B4K1	160
3101	Weston Rd	Toronto	ON	M9M2Z9	176
9	Haldon Ave	Toronto	ON	M4C4P5	200

10	Boulton Ave	Toronto	ON	M4J1A6	167
10	Humberline Dr	Toronto	ON	M9W6J5	179
15	Tobemory Dr	Toronto	ON	M3N2R5	374
20	Sanderling Pl	Toronto	ON	M3C3R2	90
20	West Lodge Ave	Toronto	ON	M6K2T4	397
22	McCaul St	Toronto	ON	M5T 3C2	139
25	Mutual St	Toronto	ON	M5B2K1	97
25	Henry Lane Ter	Toronto	ON	M5A4B6	196
31	Gilder Dr	Toronto	ON	M1K4P8	190
33	Coatsworth Cres	Toronto	ON	M4C5P9	128
35	Park Home Ave	Toronto	ON	M2N5W4	283
55	Rankin Cres	Toronto	ON	M6P4E4	176
61	Pelham Park Gardens	Toronto	ON	M6N1A8	352
75	Dowling Ave	Toronto	ON	M6K3G7	138
75	Tandridge Cres	Toronto	ON	M9W2N9	221
100	High Park Ave	Toronto	ON	M6P2S2	439
120	Townhaven Pl	Toronto	ON	M1K5H6	150
140	The Esplanade	Toronto	ON	M5A4P5	101
155	Sherbourne St	Toronto	ON	M5A3W2	301
245	Dunn Ave	Toronto	ON	M6K1S6	384
251	Sherbourne St	Toronto	ON	M5A3Y8	102
257	Sherbourne St	Toronto	ON	M5A3Y9	200
275	Bleecker St	Toronto	ON	M4X1M1	301
291	George St	Toronto	ON	M5A2N2	132
325	Bleecker St	Toronto	ON	M4X1M2	327
369	Pape Ave	Toronto	ON	M4K3Y6	139
375	Bleecker St	Toronto	ON	M4X1M3	327
400	Mccowan Rd	Toronto	ON	M1J1J5	198
415	Driftwood Ave	Toronto	ON	M3N2P7	135
520	Kingston Rd	Toronto	ON	M4L3W8	108
575	Adelaide St W	Toronto	ON	M6J3R8	150
720	Trethewey Dr	Toronto	ON	M6M5A5	204
1286	Wilson Ave	Toronto	ON	M3M3G4	127
1315	Neilson Rd	Toronto	ON	M1B5N2	126
1400	Bathurst St	Toronto	ON	M5R3S5	113
1420	Victoria Park Ave	Toronto	ON	M4A2P7	330
1525	Dundas St W	Toronto	ON	M6K1T7	106
2765	Islington Ave	Toronto	ON	M9V5C2	237
2950	Lawrence Ave E	Toronto	ON	M1P2T9	200
3825	Sheppard Ave E	Toronto	ON	M1T3P6	300
5005	Dundas St W	Toronto	ON	M9A4Y6	255
5430	Yonge St	Toronto	ON	M2N6J9	239
8	Broadway Ave	Toronto	ON	M4P 3G7	84
28	Broadway Ave	Toronto	ON	M4P 1T5	74
801	Mount Pleasant Rd	Toronto	ON	M4P2Z4	186
2567	Yonge St	Toronto	ON	M4P3B4	105
501	Adelaide St East	Toronto	ON	M5A4K1	180
252	Sackville Street	Toronto	ON	M5A3E9	71
246	Sackville Street	Toronto	ON	M5A3S4	71

SCHEDULE “E”

LEGACY BULK PREMISES

SCHEDULE "F"

ADDENDUM FOR THE ADDITION OF PREMISES

TO THE AMENDED AND RESTATED AGREEMENT ("AGREEMENT")

BETWEEN

**BELL EXPRESSVU LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, BELL
EXPRESSVU INC. ("EXPRESSVU")**

AND

BELL CANADA ("BELL CANADA")

AND

TORONTO COMMUNITY HOUSING CORPORATION ("TCHC")

WHEREAS the above noted parties below entered into an Agreement effective .

AND WHEREAS the parties wish to add and or delete Premises in accordance with Section 8 thereto.

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) the parties agree as follows:

The following Premises shall be added to the Agreement upon the effective date adjacent to their address below and upon such effective date, shall be subject to the terms and conditions of the Agreement.

# Suites	Legal Description	Municipal Address	Effective Date
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In witness thereof the parties through their duly authorized representatives have executed this Addendum effective as of the date last signed by both parties below.

**TORONTO COMMUNITY
HOUSING CORPORATION**

Per: Sample do not sign
Name:
Title:
I have the authority to bind the Corporation.

**BELL EXPRESSVU INC., IN ITS CAPACITY AS
GENERAL PARTNER OF BELL EXPRESSVU
LIMITED PARTNERSHIP**

Per: Sample do not sign
Name: Robert Allen
Title: Senior Counsel
I have the authority to bind the Corporation.

BELL CANADA INC.

Per: Sample do not sign
Name:
Title:
I have the authority to bind the Corporation.