

**TELECOMMUNICATION AND BUILDING ACCESS LICENSE**  
**TV ACCESS ONLY - RENTAL PORTFOLIO**

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

**WHEREAS** ("Greenwin") acts as property manager and agent for the owners, each being an "Owner" of the multi-unit dwelling building(s) (each, individually, a "Building") all as further described in Schedule "A-1" and Schedule "A-2" hereto with respect to the matters contained herein.

**WHEREAS** the Owners permit the property manager and agent Greenwin to act and carry out the covenants contained herein, without limitation, as if Greenwin was a party to the agreement.

In consideration of the mutual rights and obligations herein expressed, the sum of \$2.00 paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) Bell Canada and Greenwin, in its ability to act, and with expressed authorization to act on behalf of each Owner agree as follows:

1. Greenwin by authorization of the Owner hereby grants to Bell ExpressVu Limited Partnership ("Bell TV"), Affiliates of BCE Inc. ("Affiliates" as defined in the *Canada Business Corporations Act*, as amended) including without limitation, those for whom Bell TV is responsible in law (hereinafter, collectively referred to as "Bell") at no cost or charge to Bell, a non-exclusive right and license to:
  - i. enter on and gain access in, over or under the multi-unit dwelling building(s) described in Schedule "A-1" and Schedule "A-2" (each, individually, a "Building") and the common elements and other common areas of the Building, including without limitation, access to and use of, one or more rooms as currently provided for, or other segregated spaces, as currently provided for in, on, over or under the Building (the "Equipment Space(s)") (where Greenwin and/or the Owner under no circumstance will be obligated to construct or create Equipment space to accommodate the Bell Services or the Bell Equipment) a) for the purposes of making available and providing Bell TV's services subject to CRTC rulings from time to time, (collectively the "Bell Services") to prospective purchasers and the owners, tenants, invitees or residents of the Building (collectively, the "Occupant(s)"); and (b) exercising future marketing and advertising rights in accordance with the terms and conditions of a Marketing Agreement for the buildings described in Schedule in A-1. For clarity, no Marketing Agreement is contemplated for any building designated on Schedule A-2.
  - ii. use, construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace Equipment in, on, over or under the Building. "Equipment" includes but is not limited to any hardware, wire, cabling, infrastructure or otherwise (excluding conduit), which is necessary and incidental to enable and deliver Bell Services to Occupants. Nothing herein limits Bell's ability to change, alter or replace the Equipment with new and/or different equipment necessary to provision the Bell Services;

Nothing herein shall be construed or interpreted as granting Bell any exclusive access rights or access privileges in or to the Building to the exclusion of any other third parties

2. Greenwin, by authorization of the Owner acknowledges that Bell shall also have access to a path and/or conduit along, over, under or on the property, from the property line to the Building (the "Conduit"), and in or through the Equipment Space(s). If Bell determines that a fibre optic cable or Equipment must be installed to the Conduit, the Building and/or the Equipment Space(s), Bell may install, maintain, and upgrade any Equipment within the Conduit. The parties shall agree in advance (both acting reasonably) upon a plan of installation, upgrade or maintenance of the Equipment within the Conduit, all at Bell's sole cost.
3. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell during normal service hours, three-hundred and sixty-five (365) days per year subject to Bell providing reasonable notice Greenwin, acting as the Owner, of its intention to enter the Building for the purposes of this License.
4. The parties shall meet the installation requirements for the equipment to be installed by Bell (the "Bell Equipment") as such requirements are more specifically set forth in Schedule "B" hereto. Bell shall, at its own cost: (i) ensure that the Bell Equipment is installed in accordance with all laws, including without limitation, relevant fire and building code requirements in force at the time of installation, and (ii) be responsible for the provision, installation, maintenance and repair of the Bell Equipment during the Term, although each individual Occupant may incur charges (at Bell's then applicable rates) specific to such Occupant's in-suite requirements. Bell covenants to repair, at its sole expense, any direct damages to the Building or the Equipment Space where such damages are caused by or arising out of any negligent act, wilful misconduct or omission relating to Bell's use and occupation of the Equipment Space or the Building

(the "Covenant"). The Bell Equipment will remain the property of Bell at all times, and will not become a fixture despite any legal principle to the contrary. Greenwin agrees that they or the Owner have no legal or equitable ownership interest in the Bell Equipment nor any of Bell owned items reasonably contemplated herein and shall not make any claim to the contrary.

5. Nothing in this License limits the Greenwin and/or the Owner's right to repair any common elements of the Building; provided that where any such repair may affect the Bell Equipment, Greenwin and/or the Owner shall: (i) provide Bell with reasonable advance written notice to request Bell to adjust and/or move the Equipment before the maintenance or repairs are made and which notice shall contain necessary particulars to permit Bell to comment as provided for in item (ii); and (ii) provide Bell with an opportunity to recommend changes to the planned nature, timing, commencement, duration or completion of such maintenance or repairs or such other matter in respect thereof that could have an impact on the Equipment or Bell's ability to deliver the Bell Services. Greenwin and/or the Owner shall implement Bell's suggested changes provided they do not add any additional cost or expense to Greenwin's and/or the Owner's planned repair or replacement. Despite the foregoing, where maintenance or repairs undertaken by Greenwin and/or the Owner require Bell to move or relocate any of its Equipment, Bell shall provide a Bell technician to facilitate the movement or relocation of the Equipment as required by Greenwin and/or Owner, to a maximum of two moves per calendar year for each building.
6. Each party represents and warrants that: (1) it has full right, power and authority to enter into and perform its covenants and obligations in this License; (2) it is under no obligation, statutory, contractual or otherwise, which could prevent or interfere with the complete performance of its covenants and obligations herein; (3) it is validly organized and existing under the name indicated on this License; and (4) no building rule is in force that would prevent or limit either party from: (i) entering into this License; and/or (ii) performing its obligations hereunder.
7. Bell Canada will be liable for and will indemnify and save harmless Greenwin, the Owner, its directors, officers, employees, and contractors, and those for whom it is responsible in law (collectively, the "Owner Indemnitees"), from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses (collectively, the "Losses") arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any negligent act, wilful misconduct or omission relating to Bell's use and occupation of the Equipment Space or the Building (including, without limitation, the Covenant set forth in Section 4 herein), provided that Bell Canada will not be required to indemnify the Owner Indemnitees to the extent any such Losses are caused by any negligent act, wilful misconduct or omission of any of the Owner Indemnitees. Notwithstanding the foregoing, in no event will Bell Canada be liable for or indemnify and save harmless any of the Owner Indemnitees from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages. The Owner shall indemnify and save Bell harmless from any loss of or damage to the Equipment caused by the Greenwin, the Owner, its employees, agents or contractors or for those whom the Owner is responsible for in law. This Section shall survive the expiration or termination of this License.
- a. 8. The term of this License is effective as of the Effective Date and shall continue to run for a period of ten (10) years from the Effective Date (the "Term"). The Term will be automatically extended for successive one year terms for so long as Bell Services are available to the Building (the "Renewal Term") on the terms and conditions herein.
9. Either party may terminate this License: (i) upon a party providing to the other party hereto with written notice of its intention not to renew this License at least one hundred and twenty (120) days prior to the expiration of the Term or Renewal Term, provided there are no active subscribers to Bell Services in the Building; (ii) in the event of a material breach hereof, where such breach is not cured within ninety (90) days of receipt of written notice by the other party of such breach; or (iii) immediately, in the event Bell becomes bankrupt or insolvent, becomes unable to pay its liabilities when they become due, has insolvency proceedings commenced by or against it, makes an assignment for the benefit of its creditors, takes the benefit of any statute relating to bankrupt or insolvent debtors; or where an order is made or a resolution is passed for the winding up of the other party; or a receiver, receiver and manager, interim receiver, trustee in bankruptcy or liquidator is appointed to take possession of the assets of other party; or a creditor takes steps to issue an Application for a Bankruptcy Order against the other party; bankruptcy, reorganization, assignment, petition or appointment of a trustee or such other act of insolvency of the other party. If the action of a governmental agency requires modification of Bell's Services or the terms in which they are provided which is inconsistent with the terms of this License or impairs Bell's ability to provide Bell's Services in an economical and technically practical fashion, Bell may terminate this License upon thirty (30) days' written notice to Greenwin for notification to the Owner, as indicated below. Upon expiry or termination of this License, Bell shall be allowed thirty (30) days to remove the Bell Equipment, after which the Bell Equipment shall be deemed abandoned and ownership and title shall automatically transfer to the Owner. None of the rights and obligations contained herein may be assigned or transferred by Greenwin and/or the Owner without the prior written consent of Bell, except in the event of an actual sale of the building by the Owner.

10. Any notice required or permitted to be given hereunder or any tender of delivery of documents may be sufficiently given by regular mail, personal delivery or by facsimile transmission to each party at the addresses listed below:

To Bell Canada:

100 Wynford Drive, Floor 3  
Toronto, Ontario  
M3C 4B4

Fax: (416) 446-3240

Attn: Vice President of Sales and Distribution

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

To Greenwin Inc:

1 Valleybrook Drive  
Suite 200  
Toronto, ON M3B 2S7

Email:

Attn: Vice President, Residential

Notices shall be deemed to have been received by the Greenwin, for notice to the Owner or Bell, as the case may be, on (i) the fifth (5) business day after the date on which it shall have been so mailed, (ii) at the time of delivery in the case of hand delivery, (iii) the date and time of send receipt in case of email, provided that such transmission was made during normal business hours, with receipts or other verifications of such transmission.

11. Where a provision of this License conflicts with a Schedule attached hereto, the provision of this License shall prevail. This License and Schedules will be governed by the laws of the Province of Ontario and the applicable laws of Canada therein, excluding any conflict of laws, rule or principle which might refer to the laws of another jurisdiction. This License shall also be subject to all applicable federal, provincial and local laws, and regulations, ruling and orders of governmental agencies, including but not limited to the *Telecommunications Act*, as amended, the *Broadcasting Act*, as amended or the rules and regulations of the Canadian Radio-Television and Telecommunications Commission (the "CRTC").
12. This License constitutes the entire agreement of the parties and supersedes all prior agreements and understandings on the subject matter hereof. Except as provided in Section 6, neither party makes any representation or warranty express or implied, statutory or otherwise to the other. If any provision of this License is found to be invalid, illegal or unenforceable, the other provisions of this License shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
13. The parties acknowledge and agree that this License pertains to each separate Building listed on Schedule "A-1" and Schedule "A-2". Where applicable, the terms and conditions of this License shall be interpreted by the parties and by any third party adjudicator as if such terms and conditions apply to each Building separately from the other Buildings listed on Schedule "A-1" and Schedule "A-2". For greater certainty, in the event that this License is terminated with respect to any one Building listed on Schedule "A-1" and/or Schedule "A-2", (whether pursuant to the terms of this License or otherwise) prior to the expiry date as noted herein, (i) all payments subject to S.15 in respect of such Building shall cease and (ii) the terms and conditions of this License shall remain in full force and effect, unamended in respect of the remaining Buildings listed on Schedule "A-1" and Schedule "A-2".
14. In the event an Owner wishes to add a new building as a Building under Schedule "A-1" or under Schedule "A-2" to this License, Greenwin, acting as agent for the Owner, shall provide Bell with written notice of such new building and Bell, shall (provided the building is in the Bell service area) add such new building to this License within thirty (30) days of receipt of such notice by execution of an addendum substantially in the form set forth in Schedule "C-1" or Schedule "C-2" hereto.
15. In consideration for the right and license granted herein and upon installation of the Bell Equipment in a Building, Bell shall pay to the Owner the consideration in accordance with the terms and conditions set forth in Schedule "D" hereto.
16. None of the rights and obligations contained herein may be assigned or transferred by the Owner or Greenwin without the prior written consent of Bell, except in the event of an actual sale of the building by the Owner. Owner and/or Greenwin shall notify Bell, in writing, within a reasonable delay in the event of any proposed sale (where possible) or actual sale, conveyance, assignment or transfer (collectively, the "Transfer") of all or part of a Building (the "Subject Building"). Upon any Transfer of the Subject Building (other than a conveyance without consideration of a portion of a Building to a governmental authority required as part of or in the course of the development thereof), the Owner and/or Greenwin shall use reasonable and diligent efforts to cause the transferee to execute and deliver to Bell an agreement whereby the transferee agrees to assume and be bound by all the rights and obligations of the Owner as exercised by Greenwin as set out herein as if the transferee was an original signatory hereof (the "Assumption"). Upon the date any such Assumption becomes effective, the Owner and Greenwin shall be immediately


released from its obligations under this License in respect of the Subject Building (save and except for any outstanding obligations arising hereunder prior to such Assumption). Owner shall also immediately notify Bell in the event the property management company of the Building should change. Notwithstanding such change of property management, the Owner and the Building shall continue to be subject to the terms and conditions of this License and shall provide a copy of this License to the new property management.

17. The parties hereby agree that this License and any information provided by one party to the other party herein, including, without limitation, information relating to third parties obtained, shall remain the confidential information of the parties and neither party shall disclose such confidential information without the prior written consent of the other party, or unless disclosure of such confidential information is compelled by judicial or regulatory process or otherwise by law or if the confidential information has been made public without any action by the disclosing party. For greater certainty, this provision shall not be construed to prevent either party from disclosing any of the terms of this License to its auditors, financial and legal advisors, prospective purchasers or as may otherwise be required by law. This section shall survive the expiry or early termination of this License.

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

EACH OWNER, BY ITS AUTHORIZED AGENT,

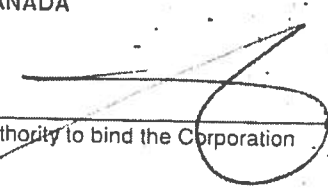
BELL CANADA

  
I/We have authority to bind the Corporation

Name:

Title:

Date: December 14, 2012

  
I have authority to bind the Corporation

Name:

Title:

Date: Dec 14, 2012

## Schedule “A”

### Address and Description of Building

A. This License applies to the following Buildings:

#Suites

Municipal Address

231

666 Ontario St, Toronto ON M4X 1N1