



TELECOMMUNICATION AND BUILDING ACCESS LICENSE RENTAL PORTFOLIO

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

Whereas Greenrock Property Management (the "Owner") is the owner and self manages the multi-unit dwelling building(s) (each, individually, a "Building") all as further described in Schedule A hereto with respect to the matters contained herein (the "Owner's Properties")

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 each owner agree as follows:

1. Owner hereby grants to Bell Canada Bell ExpressVu Limited Partnership and any Affiliates of BCE Inc. ("Affiliates" as defined in the Canada Business Corporations Act, as amended) including without limitation, those for whom Bell Canada is responsible in law (hereinafter, collectively referred to as "Bell") at no cost or charge to Bell, a non-exclusive right and license to:
  - i. enter on and gain access in, over or under the multi-unit dwelling building(s) described in Schedule "A" (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 or other segregated spaces in, on, over or under the Building (the "Equipment Space(s)") for the purposes of making available and providing telecommunications and other communication services and Bell TV's 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
  - ii. use, construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace Equipment in, on, over or under the Building ("Existing Equipment") Existing Equipments includes but is not limited to any hardware, wire, cabling, infrastructure or otherwise (excluding conduit), which is necessary and incidental to enable and deliver 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; and

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

2. Owner acknowledges that Bell shall also have access to a path and/or conduit along, over, under or on the property, from the property line to the Building (the "Conduit"), and in or through the Equipment Space(s). If Bell determines that a fibre optic cable or Equipment must be installed to the Conduit, the Building and/or the Equipment Space(s), Bell may install, maintain, and upgrade any Equipment within the Conduit. The parties shall agree in advance (both acting reasonably) upon a plan of installation, upgrade or maintenance of the Equipment within the Conduit.
3. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell during the normal service hours, three-hundred and sixty-five (365) days per year subject to Bell providing reasonable notice to the Owner or its agent of its intention to enter the Building for the purposes of this License.
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, CRTC regulations and requirements, 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 (as herein defined), 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 to Repair"). The Bell Equipment will remain the property of Bell at all times, and will not become a fixture despite any legal principle to the contrary. Owner agrees that it has no legal or equitable ownership interest in the Bell Equipment nor any of Bell owned items reasonably contemplated herein and shall not make any claim to the contrary.
5. Nothing in this License limits the Owner's right to repair any common elements of a Building; provided that where any such repair may affect the Bell Equipment, the Owner shall: (i) provide Bell with reasonable advance written notice to request Bell to adjust and/or move the Equipment 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. Despite the foregoing, where maintenance or repairs undertaken by the Owner require Bell to move or relocate any of its Equipment, Bell may at its sole discretion and upon written request by the Owner: (i), provide one Bell technician for a maximum of one eight (8) hour period; and (ii), in the event such move exceeds this duration, pay for fifty percent (50%) of any remaining costs to facilitate the movement or relocation of the Equipment as required by the Owner.
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 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 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.
8. During the Agreement, Bell shall maintain comprehensive liability insurance with an insured limit of at least five million dollars (\$5,000,000) per occurrence covering legal liability for damage to physical property and bodily injury, including death. Owner shall be named as an additional insured but solely with respect to liability arising out of the Bell's operations. Umbrella or excess liability insurance may be used to achieve the required insurance limit. Bell shall arrange to provide Owner with an insurance certificate at inception of this Agreement and thereafter as the insurance is renewed annually.
9. If the Equipment interferes with, impedes or disrupts (each being an "Interruption") any communications signal that is generated by equipment lawfully existing in the Building prior to the installation of the Equipment, the Owner shall notify Bell in writing of such interruption and Bell will, to the extent that the Equipment is the sole cause of such Interruption use its commercially reasonable efforts to rectify any such interruption within 10 (ten) days. If Bell has caused an Interruption, and through its commercially reasonable efforts, does not rectify that Interruption for which it is responsible pursuant to this Section within 10 (ten) days of receipt of written notice of the Interruption, either party may terminate this License within 30 (30) days written notice to the other Party and Bell shall remove its Equipment in accordance with Section 10 herein, provided that Bell may use its continuous best efforts to resolve the Interruption during such 30-day notice period and, should Bell be successful in , the Termination of the License will be stayed and the License will continue in full force without prejudice. If the Owner or its Building systems or any of the Occupants or other providers of telecommunications or other communications services cause an interruption of the Equipment or the Bell Services, then Bell shall notify the Owner in writing of such Interruption and the Owner shall use its commercially reasonable efforts to rectify and such Interruption within ten (10) days. If the Owner, through the use of its commercially reasonable efforts, does not rectify such Interruption within ten (10) days of receipt of the Interruption, Bell may terminate this License within thirty (30) days written notice to the Owner and Bell may remove its Equipment in accordance with section 10 herein. However, in the event Bell chooses not to Terminate this License, owner shall continue to use best efforts to resolve the Interruption as soon as possible thereafter.
10. The term of this License is effective as of the Effective Date and shall continue to run for a period of ten (10) years from the Effective Date (the "Term"). The Term will be automatically extended for additional one year terms for so long as Bell Services are available to the Building (the "Renewal Term") on the terms and conditions herein.
11. Either party may terminate this License: (i) 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 the other party becomes bankrupt or insolvent, becomes unable to pay its liabilities when they become due, has insolvency proceedings commenced by or against it, makes an assignment for the benefit of its creditors, takes the benefit of any statute relating to bankrupt or insolvent debtors; or where an order is made or a resolution is passed for the winding up of the other party; or a receiver, receiver and manager, interim receiver, trustee in bankruptcy or liquidator is appointed to take possession of the assets of other party; or a creditor takes steps to issue an Application for a Bankruptcy Order against the other party; bankruptcy, reorganization, assignment, petition or appointment of a trustee or such other act of insolvency of the other party. If the action of a governmental agency requires modification of Bell's Services or the terms in which they are provided which is inconsistent with the terms of this License or impairs Bell's ability to provide Bell's Services in an economical and technically practical fashion, Bell may terminate this License upon thirty (30) days' written notice to Owner. Upon expiry or termination of this License and provided there are no further active subscribers to Bell Services in the Building (in which case Bell will retain title to the Bell Equipment), 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 the Owner without the prior written consent of Bell.
12. Any notice required or permitted to be given hereunder or any tender of delivery of documents may be sufficiently given by regular mail, personal delivery or by facsimile transmission to each party at the addresses listed below:

To Bell Canada:

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

To Owner:

Greenrock Property Management  
64 Merton Street  
Toronto, Ontario M4S 1A1

Fax:

Fax:

Attn : Vice President, Sales and Distribution

Attn:

with a copy to Bell Canada's  
Legal Department

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

13. Where a provision of this License conflicts with a Schedule attached hereto, the provision of this License shall prevail. This License and Schedules will be governed by the laws of the Province of Ontario and the applicable laws of Canada therein, excluding any conflict of laws, rule or principle which might refer to the laws of another jurisdiction. This License shall also be subject to all applicable federal, provincial and local laws, and regulations, ruling and orders of governmental agencies, including, but not limited to the Telecommunications Act, as amended, the Broadcasting Act, as amended or the rules and regulations of the Canadian Radio-Television and Telecommunications Commission (the "CRTC").
14. This License constitutes the entire agreement of the parties and supersede all prior agreements and understandings on the subject matter hereof. Except as provided in Section 6, neither party makes any representation or warranty express or implied, statutory or otherwise to the other. If any provision of this License is found to be invalid, illegal or unenforceable, the other provisions of this License shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
15. This License pertains to each separate Building listed on Schedule "A". 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". For greater certainty, in the event that this License is terminated with respect to anyone Building listed on Schedule "A", (whether pursuant to the terms of this License or otherwise) prior to the expiry date as noted herein, 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".
16. In the event a new owner is added as a party to this License Agreement (the "New Owner") and/or New Owner r Owner wishes to add a new building as a Building under Schedule "A" to this License, such New Owner Owner shall provide Bell with written notice of such new building and Bell, at its sole option, may 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" hereto.
17. 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.
18. None of the rights and obligations contained herein may be assigned or transferred by the Owner without the prior written consent of Bell. Owner shall immediately notify Bell, in writing, in the event of any proposed 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 shall 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 set out herein as they apply to the Subject Building as if the transferee was an original signatory hereof (the "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.
19. 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, 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.

GREENROCK PROPERTY MANAGAMENT

BELL CANADA

\_\_\_\_\_  
I/We have the authority to bind the Corporation

\_\_\_\_\_  
I have authority to bind the Corporation

Name:

Title:

Date: September 4, 2014

Name:

Title: Director, Field Sales

Date: September 5, 2014

**Schedule "A"**

**Address and Description of Buildings**

- A.** This agreement applies to the following Buildings further defined as “Existing Building(s)”:

| <b># Suites</b> | <b>Legal Description</b> | <b>Municipal Address</b>             |
|-----------------|--------------------------|--------------------------------------|
| 1               |                          | 67 Balliol St<br>Toronto, ON M4S 1C2 |