

**TELECOMMUNICATION AND BUILDING ACCESS LICENSE**  
**NEW CONDOMINIUM BUILDINGS**

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

In consideration of the mutual rights and obligations herein expressed, the sum of \$2.00 paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) Bell Canada and CLOUD 9 ELD INC. (the "Owner") agree as follows:

1. Owner hereby grants to Bell Canada and any Affiliates of BCE Inc. ("Affiliates" as defined in the *Canada Business Corporations Act*, as amended) including without limitation, those for whom Bell Canada is responsible in law (hereinafter, collectively referred to as "Bell") at no cost or charge to Bell, a non-exclusive right and license to:
  - i. enter on and gain access in, over or under the multi-unit dwelling building to be constructed by the Owner as more specifically described in Schedule "A" (the "Building") and the common elements and other common areas of the Building, including without limitation, access to and use of, one or more rooms or other segregated spaces, that the Owner has designated in writing may be used by Bell, in, on, over or under the Building (the "Equipment Space(s)") for the purposes of: (a) making available and providing telecommunications and other communication services subject to CRTC rulings from time to time, (collectively the "Bell Services") to prospective purchasers and the owners, tenants, invitees or residents of the Building (collectively, the "Occupant(s)"); and (b) exercising non exclusive marketing and advertising rights in accordance with the terms and conditions of the Marketing Agreement – New Condominium Buildings dated December 19 2012 the "Marketing Agreement");
  - ii. use, construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace Equipment in, on, over or under the Building (including without limitation, installation of Equipment for marketing demonstrations of Bell Services)(the "Installation Maintenance and/or Repair".. "Equipment" includes but is not limited to any hardware, wire, cabling, infrastructure or otherwise (excluding conduit), which is necessary and incidental to enable and deliver and demonstrate Bell Services to Occupants, provided that where such Installation Maintenance or Repair is material in nature (e.g.: satellite dish installation, rewiring that would require removal and repair of drywall, reconfiguration of the Building's main telephone room, etc.), Bell shall first obtain the Owner's written approval of a scope of work before undertaking such Installation Maintenance or Repair. 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
  - iii. in the event closed-circuit security television cameras and/or other video equipment (e.g., amplifiers, splitters)(collectively, the "CCTV") exists in the Building, access and to use the signal feed from such CCTV's for the purpose of injecting such feed into the Bell Services. Owner acknowledges that Bell makes no representation or warranty in connection with access to the CCTV or use, content or quality of the signal feed.

Nothing herein shall be construed or interpreted as granting Bell any exclusive access rights or access privileges in or to the Building to the exclusion of any other third parties.
2. Owner acknowledges that Bell shall also have a non-exclusive 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, at Bell's sole cost and expense, 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. In the event any work conducted by Bell interferes with any other service provider's equipment and/or requires any other service provider to relocate or configure its equipment or to install additional equipment to accommodate Bell, then Bell shall immediately take such action to remedy any interference with the other service provider, at Bell's sole expense. Further, Bell shall forthwith pay to such other provider all reasonable costs the other service provider incurs to relocate and/or configure its equipment and/or the installation of additional equipment to accommodate Bell.
3. Except in the case of emergencies, Bell shall not be denied by the Owner during normal service hours, 365 days per year, subject to Bell providing reasonable notice for the uses permitted herein.
4. The parties shall meet the installation requirements for the equipment to be installed by Bell (the "Bell Equipment") as such requirements are more specifically set forth in Schedule "B" hereto. Bell shall, at its own cost: (i) ensure that all the Bell Equipment is installed in a good workman like manner in compliance with the reasonable rules and regulations of the Owner and in accordance with all laws, including without

limitation, relevant fire and building code requirements in force at the time of installation, (ii) ensure that no lien is registered for any work and/or services performed for Bell; (iii) ensure not to interfere with any rights of any Occupants, including without limitation ensuring that any work being performed by or on behalf of Bell shall not interfere or diminish the Occupant's rights and/or quiet enjoyment of their unit; (iv) not interfere with any third party telecommunications provider located in the Building; and (v) 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, caused by Bell, to the Building or the Equipment Space where such damages are caused by or arising out of Bell's use and occupation of the Equipment Space or the Building (the "Covenant"). Except as otherwise provided in Section 22 of the *Condominium Act, 1998*, the Bell Equipment will remain the property of Bell at all times, and will not become a fixture despite any legal principle to the contrary. Owner agrees that it has no legal or equitable ownership interest in the Bell Equipment nor any of Bell owned items reasonably contemplated herein and shall not make any claim to the contrary.

5. Nothing in this License limits the Owner's right to repair and/or modify any common elements of the Building; provided that where any such repair and/or modification may affect the Bell Equipment, the Owner shall use reasonable commercial efforts : (i) provide Bell with reasonable advance written notice to request Bell to adjust and/or move its Equipment before the maintenance or repairs or replacements are made and which notice shall contain necessary particulars to permit Bell to comment as provided for in item (ii) below; 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 shall provide one Bell technician for a maximum of one eight (8) hour period, and, in the event such move exceeds the duration of eight (8) hours, Bell shall pay for fifty percent (50%) of any remaining costs to facilitate the movement or relocation of the Equipment as required by the Owner Notwithstanding the foregoing, the parties shall expeditiously take such steps that are necessary to ensure that no interference or damage shall happen to the Bell Equipment .
6. If the Equipment interferes with, impedes or disrupts (each being an "Interruption") any communications signal that is generated by equipment lawfully existing within the Building prior to the installation of the Equipment, the Owner shall notify Bell in writing of such Interruption and Bell will, to the extent the Equipment is a contributing cause of such Interruption, and use best commercially reasonable efforts to rectify any such Interruption within ten (10) days. If Bell has caused an Interruption and, through the use of its commercially reasonable efforts, does not rectify an Interruption for which it is responsible pursuant to this Section within ten (10) days of receipt of notice of the Interruption, either Party may terminate this License with thirty (30) days written notice to the other Party and Bell shall remove its Equipment in accordance with section 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, 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 notify the offending party to rectify any such Interruption within ten (10) days. If that party, 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 License with thirty (30) days written notice to the Owner and Bell shall remove its Equipment in accordance with section 10 herein, provided that, in the event Bell chooses not to terminate this License in accordance with the terms herein, Owner shall continue to use commercially reasonable best efforts for three months from receiving notice of the Interruption to have the party resolve the Interruption as soon as possible thereafter.
7. 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) presently there is no condominium Rule or By-law in force that would prevent or limit either party from: (i) entering into this License; and/or (ii) performing its obligations hereunder.
8. Bell Canada 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.

Subject to the balance of this Section 7, Bell Canada will further 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, arising from physical damage to any tangible property of a third party or bodily injury, including death, of or to a third party caused by or arising out of any act or omission relating to Bell Canada's use and occupation of the Equipment Space or the Building, provided that, notwithstanding anything to the contrary in this License, Bell Canada will: (a) only be required to indemnify the Owner Indemnitees for any such Losses to the extent the Owner Indemnitee has been ordered to pay such Losses to the third party by a court of competent jurisdiction and all appeals from such order of the court have been exhausted, and (b) not be required to indemnify the Owner Indemnitees for any such Losses to the extent any such Losses are caused by any negligent or wilful act or omission of any of the Owner Indemnitees. Bell Canada agrees that where Bell Canada is required to indemnify the Owner Indemnitees pursuant to this paragraph, such indemnity extends to reasonable legal fees incurred by the Owner Indemnitees to defend against the Losses. Upon becoming aware of Losses which could give rise to a claim of indemnification under this License, the Owner shall notify Bell Canada of the circumstances of the Losses. If through the fault of the Owner, Bell Canada does not receive notice of any Losses in time to contest effectively the determination of any liability susceptible of being contested, it shall be entitled to set off against the amount claimed by the Owner the amount of any damages, losses, claims and expenses incurred by Bell Canada resulting from the failure of the Owner to give that notice on a timely basis. With respect to any Losses, Bell Canada shall, at Bell Canada's expense, participate in or assume the conduct of the negotiations, settlement or defence of the Losses. Bell Canada shall assume the conduct of the negotiations, settlement, or defence of the Losses, and retain counsel on behalf of the Owner who is acceptable to the Owner, acting reasonably, to represent the Owner with respect to such defence. The Owner shall have the right to participate in the negotiation, settlement or defence of those Losses and if Bell Canada has not retained counsel on behalf of the Owner, to retain separate counsel to act on its behalf. However, if the Owner retains separate counsel to act on its behalf, the fees and disbursements of Owner's counsel shall be at the expense of the Owner unless: (a) the Owner determines, acting reasonably, that actual or potential conflicts of interests exist which make representation chosen by Bell Canada not advisable (such as where the named parties in respect of such Losses include both Bell Canada and the Owner, and the defences available to the Owner are different or in addition to those available to Bell Canada); (b) or Bell Canada has authorized the retention of that counsel. The Owner shall not settle or pay such Losses without Bell Canada's written consent. The Owner and Bell Canada shall cooperate fully with each other with respect to Losses and shall keep each other fully advised with respect to the Losses (including supplying copies of all relevant documentation promptly as it becomes available). Where the defence of any Losses is being undertaken and conducted by Bell Canada, the Owner shall use all reasonable efforts to make available to Bell Canada, at the request and expense of Bell Canada, those employees and officers of the Owner whose assistance, testimony or presence is reasonably necessary to assist Bell Canada in evaluating and defending those Losses.

The Owner shall indemnify and save Bell harmless from any 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

9. 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"). Provided the License is not terminated in accordance with Section 9, 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. Subject to the provisions of the *Condominium Act, 1998*, as amended, upon registration of a condominium plan in respect of the Building (the "Corporation") prior to the expiry of the Term, the Owner shall, upon such registration, be immediately released from its obligations under this License (save and except for any outstanding obligations arising hereunder prior to such registration) whereupon the Corporation shall assume and be bound by all the rights and obligations of the Owner as set out herein and shall be responsible for such obligations. Save and except for such assumption by the Corporation, none of the rights and obligations contained herein may be assigned or transferred by Owner, without the prior written consent of Bell. The parties hereto agree that notwithstanding anything contained herein, in the event the Owner does not start construction of the intended development on or before September 1, 2015, then this agreement shall be at an end and all parties shall be released from any obligations to the other that may arise or have arisen pursuant to this agreement.

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; ; (ii) in the event of a material breach hereof, where such breach is not cured within thirty (30) days of receipt of written notice by the other party of such breach; or (iii) immediately, in the event the other party becomes bankrupt or insolvent, becomes unable to pay its liabilities when they become due, has insolvency proceedings commenced by or against it, makes an assignment for the benefit of its creditors, takes the benefit of any statute relating to bankrupt or insolvent debtors; or where an order is made or a resolution is passed for the winding up of the other party; or a receiver, receiver and manager, interim receiver, trustee in bankruptcy or liquidator is appointed to take possession of the assets of

other party; or a creditor takes steps to issue an Application for a Bankruptcy Order against the other party; bankruptcy, reorganization, assignment, petition or appointment of a trustee or such other act of insolvency of the other party. If the action of a governmental agency requires modification of Bell's Services or the terms in which they are provided which is inconsistent with the terms of this License or impairs Bell's ability to provide Bell's Services in an economical and technically practical fashion, Bell may terminate this License upon thirty (30) days' written notice to Owner. Upon expiry or termination of this License, Bell shall be allowed thirty (30) days to remove the Equipment, subject to Section 22 of the *Condominium Act, 1998*, failing which the Owner may remove the Equipment and Bell shall within thirty (30) days of written request pay to the Owner the cost of removing the Equipment, in addition, any remaining Equipment shall be deemed to be abandoned and the Owner may be free to do with the Equipment what it wants without any liability and/or obligation to Bell. None of the rights and obligations contained herein may be assigned or transferred by the Owner without the prior written consent of Bell. Save for an Affiliate of Bell (where Bell is remains responsible in law), none of the rights and obligations contained herein may be assigned or transferred by Bell without the prior written consent of 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

To Owner:

CLOUD 9 ELD INC.  
10 Kodlak Crescent, Suite 200  
Toronto, Ont.  
M3J 3G5

Attn: Vice President of 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.

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 and the Marketing Agreement constitute the entire agreement of the parties and supersede all prior agreements and understandings on the subject matter hereof. Except as provided in Section 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 Owner and Bell 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, or as may otherwise be required by law. This section shall survive the expiry or early termination of this License.

14. Any recourse against the Owner shall be limited to the registered owner of the Building and the registered owner's limited interest in same.

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

**CLOUD 9 ELD INC.**

per: \_\_\_\_\_

We have authority to bind the Corporation

Name:

Title: President

Date: December 19 2012

**BELL CANADA**

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

Name:

Title: Director, Field Sales

Date: Jan 7, 2013

per: \_\_\_\_\_

We have authority to bind the Corporation

Name:

Title:

Date: December 19 2012

## **Schedule “A”**

### **Address and Description of Building**

A. This License applies to the following Buildings:

#Suites

Municipal Address

95

80 Esther Lorrie Dr, Etobicoke, ON M9W0C6