



MULTIPLE DWELLING UNIT BULK SERVICE AGREEMENT

This Multiple Dwelling Unit Bulk Service Agreement (the "**Bulk Agreement**") is made as of the date last signed by all parties below (the "**Effective Date**").

WHEREAS Bell ExpressVu Limited Partnership ("**Bell TV**") entered into a VDSL Bulk Service Agreement ("Current Bulk Agreement") with Metro Toronto Condominium Corporations 624 dated November 18, 2005 (with first billing date effective May 1, 2006) and desires to continue to provide the television and audio channels ("**the Bulk TV Service**") comprising the Programming Package (as defined on the attached **Schedule 1**) to the number of residential multiple dwelling units listed on Schedule 1 (each individual unit within a "**Building**", which address is more particularly detailed in Schedule 1, is hereinafter referred to as a "**Unit**", and collectively, the "**Units**"), on a bulk billing basis, upon expiry of the Current Bulk Agreement, subject to the terms and conditions of this Bulk Agreement;

WHEREAS pursuant to a Telecommunications and Building Access License dated November 18, 2005 between Metro Toronto Condominium Corporation No. 624 (the "**Bulk Subscriber**") and Bell Canada, including any renewals thereof (the "**Access Agreement**"), Bell Canada will be installing, replacing and/or upgrading certain infrastructure, equipment and facilities necessary and incidental to enable and deliver the Bulk TV Service to the Units ("**MDU Technology**") in the Building;

NOW THEREFORE, in consideration of the mutual rights and obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Bulk Subscriber and Bell TV, agree as follows:

1. **Grant of Rights.** Bulk Subscriber hereby grants to Bell TV:

(a) an exclusive, right to provide the Bulk TV Service to all Units in the Building on a bulk billing basis to the Bulk Subscriber; and

(b) the right, preference, or privilege relating to marketing, promotions and/or advertising rights (collectively, the "**Marketing Rights**") to the exclusion of other service providers offering services similar or comparable to the Bell Services as defined in Section 3 (the "**Bell Competitor**") with respect to person(s) who rent, lease or own any existing or future individual Units within the Building as more particularly described in Schedule "A" to the Access Agreement (such persons are hereinafter referred to as "**Residents**"). For certainty, Bulk Subscriber shall grant no Marketing Rights to a Bell Competitor with respect to the Residents, and/or the Units and/or the Building. The Bulk Subscriber hereby represents and warrants that it has the necessary power and authority to enter into this Bulk Agreement and to fully perform its respective obligations hereunder.

2. **Term.** This Bulk Agreement will be in force effective May 1, 2011 (being the expiry date of the Current Bulk Agreement) for a period of (5) years (the "**Initial Term**"). The Initial Term will be automatically extended for additional one (1) year terms on the terms and conditions contained herein (each additional year being a "**Renewal Term**") The Initial Term and Renewal Term may be terminated by either party:

- (a) upon a party providing to the other party written notice of its intention not to renew this Bulk Agreement at least one hundred and eighty (180) days prior to the expiration of the Initial Term or a Renewal Term;
- (b) 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
- (c) immediately, upon the termination of the Access Agreement; or
- (d) 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 (the "**Receiver**") is appointed to take possession of the assets of other party (the Receiver having no right to cure any material breach); 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.

Bell TV may also terminate this Bulk Agreement at any time, in its sole discretions, upon (30) days' written notice to Bulk Subscriber where the MDU Technology used to deliver the Bulk TV Services to the Units is no longer being used by Bell TB, if the action of a governmental agency requires modification to the Bulk TV Service or such action impairs Bell TV's ability to provide the Bulk TV Service in an economically and technically practical fashion.

3. Marketing Activities. In accordance with Section 1 and subject to the prior approval of the Bulk Subscriber which consent shall not be unreasonably withheld or delayed, Bell TV (and its affiliated companies, collectively "**Bell**") may implement reasonable marketing programs to promote and sell telecommunication and entertainment services, including without limitation, television, wireline internet and voice, WiFi and wireless voice, data and internet services (collectively, the "**Bell Services**") to the Residents (the "**Marketing Program**"). Notwithstanding the foregoing, Bulk Subscriber agrees that:

- (a) Bell may set up, at its sole discretion and expense, two kiosk events in each year of this Bulk Agreement in the Building. Such kiosk events shall be held for three to four hours per day over three consecutive days.
- (b) Bulk Subscriber further agrees to take commercially reasonable steps to support Bell in the development and maintenance of a notification process which shall include: (i) distributing Bell's notification letter to all Residents on Bell's behalf, (ii) with respect to Residents vacating the Building whereby, wherever possible, Bell will be notified thirty (30) days prior to such Resident vacating the Units and/or Building so that the Bell Services will be available for the next Resident; and (iii) by ensuring the Bulk Subscriber's property manager of the Building is aware of and compliant with this Bulk Agreement. Such notification process shall include the distribution of offer packages to new Residents by the property manager.

4. Warranties & Limitation of Liability. Bell TV and its suppliers (including without limitation Telesat Canada) will not be liable for any black out or temporary interruption due to natural phenomenon such as thunderstorms or otherwise, of the Bulk TV Service, or be liable for any delay or failure to perform if such delay or non-performance arises in connection with any act or omission by such parties, act of God, fire, earthquake, flood, power, power failure, satellite failure or malfunction, acts of any governmental body or any other cause beyond its control ["**Force Majeure Event**"]. In additions, certain programming transmitted by Bell TV including, but not limited to sporting events, may be "blacked out" as described above, Bell TV shall be held responsible for (i) interruptions of programming which exceed 48 hours but less than 7 days caused solely by Bell TV's negligence and (ii) interruptions of programming in excess of 7 days whether or not caused by Bell TV's negligence, in which case, Bell TV shall reimburse Bulk Subscriber on a pro rata basis under both (i) and (ii) for the outage by a credit to Bulk Subscriber's account which shall be Bulk Subscriber's sole remedy ["**Bulk Subscriber Credit**"]. Bell TV will not refund charges for a Force Majeure Event or blackout period. All commercially reasonable, diligent and expeditious means or alternatives to overcome or rectify any delay, damage, interruption or reduction in service shall be undertaken by each of the responsible parties at the earliest opportunity, if possible. Bell TV makes no warranty, either express or implied, regarding the Bulk TV package. Bell TV's aggregate cumulative liability to Bulk Subscriber, arising from direct (first) and third party claims (including any third party claims by Residents) excluding Bulk Subscriber Credits, shall not exceed the total amount paid to Bell TV by Bulk Subscriber for the programming package in the three (3) months immediately preceding the event giving rise to the liability. In no event shall Bell TV have any liability whatsoever to Bulk Subscriber or any Residents for any special, indirect, incidental or consequential damages relating to Bell TV's furnishing or failure to furnish any services, or from any fault, failure, deficiency or defect in services furnished.

5. Payment. Bulk Subscriber agrees to pay Bell TV in accordance with the attached Schedule 1 for the Bulk TV Service. Bell TV will provide a monthly invoice to the address set out in Schedule 1. Bulk Subscriber agrees to pay for the Bulk TV Service and other charges or fees outlined on Schedule 1, including any and all related taxes, within thirty (30) days of the date of Bell TV's invoice. Failure to pay by the Bulk Subscriber of any invoice, when due, may result in interest at Bell's then standard interest rate (at the time of the Effective Date being 3% per month, 42.58% per year) being charged on the overdue amount and may result in termination of this Bulk Agreement as described in Section 2 above.

6. Customer Service Agreement. The use and viewing by Residents of the Bulk TV Service is subject to Bell TV's Residential Multiple Dwelling Unit (MDU) Customer Agreement (the "**MDU Customer Agreement**") or each Resident's contractual agreement with Bell TV and the Residential Customer Agreement (the "**RCA**") as these documents exist from time to time. In the event that Residents have not sourced their own equipment (i.e. receiver) through Bell TV's rental or sales process and such equipment is provided as part of this Bulk Agreement, Bulk Subscriber undertakes to provide Residents with copies of the MDU Customer Agreement and obtain signatures acknowledging receipt by such Residents upon installation of the Bulk TV Service. Failure to obtain such signatures will be considered a material breach of the Bulk Agreement and may result in termination in accordance with Section 2 above. Bulk Subscriber also acknowledges that such Agreements are available upon request from Bell TV and are also available at www.bell.ca/satelliteagreements.

7. Assumption Agreement. In the event of the sale or transfer of the Building, the Bulk Subscriber shall cause the purchaser or transferee to enter into an assumption agreement with Bell TV, in a form and substance acceptable to Bell TV, acting reasonably, in which the purchaser or transferee agrees to assume and be bound by all the rights and obligations of the Bulk Subscriber as set out herein as if the purchaser or transferee was an original signatory hereof. Failure to comply with this provision shall be deemed to constitute a material breach hereof and Bell TV shall have the right, but not the obligation, to pursue all remedies available to it at law and/or equity and terminate this Bulk Agreement immediately.

8. Confidentiality. The Parties agree that this Bulk Agreement, the Access Agreement and any information provided by one party to the other party therein shall remain the confidential information of the parties. Neither party shall disclose such confidential information without the prior written consent of the other party, unless disclosure of such confidential information is compelled by judicial or regulatory process or otherwise by law or if the 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. Bulk Subscriber further agrees that it shall not disclose any information relating to the Marketing Program or the details set forth in Schedule 1 to this Bulk Agreement (collectively, the "Bell Offer") without Bell's prior written consent. A breach of this clause shall cause Bulk Subscriber to pay Bell TV liquidated damages in the amount of \$10,000.00. In the event of disclosure to a third party, Bulk Subscriber further consents to an injunction preventing it from the further disclosure of (i) any remaining confidential information of the parties; or (ii) any remaining information relating to the Bell Offer to any other third party. Bulk Subscriber agrees to reimburse Bell TV on a full indemnity basis for all legal costs pertaining to such lawsuit or injunction

9. **Miscellaneous.** Bell TV will not tolerate the support, promotion or linkage to signal theft, fraud or re-transmission of Bell TV signals by Bulk Subscriber and/or Residents including, without limitation: (a) the theft or piracy of Bell ExpressVu satellite television signals, including multiple receiver fraud, (b) the sale, support and promotion of: (i) piracy equipment, software and subscription services, no matter which jurisdiction they originate from (ii) or equipment and devices that may be capable of receiving Bell TV's satellite television signals. This zero tolerance policy includes any reference to piracy websites or similar sources of information. Bulk Subscriber also acknowledges that no fee may be charged, or any other consideration received by or for Bulk Subscriber's benefit from any third party, including Residents, in return for allowing such third party to listen to or view any Programming provided by Bell TV.

8. **Governing Law, Related Sections, and Conflict.** This Bulk 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. The parties acknowledge and agree that the terms and conditions of the Access Agreement, as it applies to Bell TV and Bulk Subscriber, are hereby incorporated into this Bulk Agreement by reference, except to the extent that such terms and conditions are irrelevant for the purposes of this Bulk Agreement. Together with the Access Agreement, this Bulk Agreement, together with its schedules (which are an integral part hereof), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous documents and correspondence, written or verbal.

9. **Notices and Demands.** 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 TV:

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

Fax:

Attn: Director, Greenfield & MDU Sales

with a copy to:
Bell TV's Legal Department

To Bulk Subscriber:

Metro Toronto Condominium Corporation #624
10 and 20 Dean Park Road
Scarborough, Ontario M1B 3G8

Attn:

with a copy to:

Notices shall be deemed to have been received by the Bulk Subscriber 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.

By signing below, Bulk Subscriber agrees that it has read, understands and agrees with all of the terms and conditions set out or referenced in this Bulk Agreement. Bulk Subscriber must sign this Bulk Agreement by December 11, 2009 failing which; this Bulk Agreement will be null and void.

(e)

**METRO TORONOTO CONDOMINIUM CORPORATION
NO.624**

**Bell ExpressVu Inc. in its capacity as general
partner of Bell ExpressVu Limited Partnership**

I/We have authority to bind the Corporation

Name:

Title: President

I have authority to bind the Corporation

Name:

Title: Vice President

Date:

I/We have authority to bind the Corporation

Name:

Title: Treasurer MTCC #6224

Date: November 24, 2010

Schedule "A"

Address and Description of Building

A. This License applies to the following Existing Building(s):

# Floors	# Units	Building Address	City	Province	Postal Code
		10 Dean Park Rd	Scarborough	ON	M1B 3G8