



TELECOMMUNICATION AND BUILDING ACCESS LICENSE - NEW BUILDINGS

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

In consideration of the mutual rights and obligations herein expressed, the sum of _____ paid by each party to the other and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) Bell Canada and Old Kennedy Co-operative Development Corporation (the "Owner") agree as follows:

1. Owner hereby grants to Bell Canada and the affiliates of BCE Inc. (as defined in the *Canada Business Corporations Act*, as amended) (hereinafter, collectively referred to as "Bell") at no cost or charge to Bell save as hereinafter described, a non-exclusive right and license to enter on and gain access in, over or under the multi-dwelling unit buildings, including the common elements and other common areas (provided that, upon the Building being registered as a condominium corporation, the dwelling units of the Building shall be excluded from this License) to be constructed by the Owner as described in Schedule "A" (collectively the "Building") in order (i) to install Equipment (as hereinafter defined) (ii) use in-building wire or cabling owned or controlled by Bell, the Owner or any third party, subject to the conditions contained herein and in accordance with CRTC regulations; and (iii) make available and provide telecommunications and other communication services (collectively the "Bell Services") to local exchange carriers, prospective purchasers and the owners, tenants, invitees or residents of the Building (the "Occupant(s)"). Save and except for emergency situations, all such entry and access shall be upon reasonable prior notice to the Owner and shall also be subject to reasonable controls by the Owner to ensure the safety and security of the Building and Occupants to the extent such controls have been previously communicated by Owner to Bell. Notwithstanding any other provision of this License, this License shall in no way restrict the Owner from contracting with any other service provider(s) to provide communication services to the Building. Save and except for the inside wire (as such term is defined below), Bell shall not be permitted to use any portion of the signal distribution and processing equipment installed and paid for by Rogers Communications Inc. ("Rogers") or the signal distribution and processing equipment installed and paid for by any other provider of communications services to the Building, unless and until same has been abandoned (or deemed to have been abandoned) by Rogers or such other provider of communications services in accordance with the aforementioned provisions of the *Condominium Act*, 1998 or unless such use is permitted under the CRTC Regulations that are in effect from time to time. The Owner permits Bell to have access to and to use the inside wire to provide Bell Services to the Occupants and the Building. The third party owner of the inside wire will continue to have an indefeasible but non-exclusive right to use the inside wire, in perpetuity for so long as any there are any subscribers to such third party's services resident in the Building, provided, however, that in the event that the same inside wire or portion thereof is required by both Bell and the third party service provider in order to provide services to the same subscriber and it is not possible for such inside wire or portion thereof to be utilized for both services simultaneously, then the subscriber shall be required to choose between the services, and the party providing the chosen services shall be entitled to use the inside wire to provide such services to the subscriber. The Owner shall not be responsible to any party for the payment of any fees for the use of the inside wire by any service providers, including, without limitation, by Bell, and service providers who own such inside wire shall look solely to the other service provider (including, as applicable, Bell in respect of Bell's use of inside wire owned by another service provider) for payment of any fees which they are entitled to from time to time pursuant to CRTC Regulations. For further clarity, nothing in this License shall be construed or interpreted as granting Bell any exclusive rights or privileges in or to the Building, relating to access or installation rights, to the exclusion of any other third parties.

In this agreement, "inside wire" means the coaxial wiring owned by Bell, the Owner or a third party service provider from a point where the wiring is diverted for the exclusive use and benefit of a particular subscriber in a particular unit to the terminal devices inside each subscriber's unit, but excluding customer service enclosures, amplifiers, channel converters, decoders, and remote controls.

2. The right and license in Section 1 includes Bell's right to construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace its Equipment (as defined below) in the Building, at its sole cost and expense. "Equipment" includes but is not limited to any Bell equipment, in-building wire (as defined by the CRTC in Decision 99-10), infrastructure or otherwise, 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 or different equipment to provision the Bell Services. Equipment excludes: conduit, individual receiver - decoders, whether VDSL or otherwise, or any other equipment that can be individually addressed either electronically or manually by Bell (each an "IRD"), which will be sold or rented to Occupants by Bell or any other authorized sales agent. Owner shall allow Bell to gain access to the Building for the purpose of picking up any IRD no longer required by an Occupant. Bell agrees to perform installations of any cable and/or wire in the Building as further described in Schedule "B", at its sole cost and expense.

3. Bell and those for whom it is responsible for in law, including without limitation, its employees, agents and subcontractors, shall be permitted to use and access all portions of the Building necessary for the provision of Bell Services and for the matters as provided in Section 1 in accordance with the Declaration, By-Laws and Rules of the Owner. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell during normal business 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. Throughout the Term of this Agreement, Bell, 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 the Building 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 the Owner as an additional insured limited to the negligence of Bell and of its employees, agents, subcontractors and any others for whom it is responsible in law. The required insured limit shall be composed of any combination of primary and excess (umbrella) insurance policies. Upon request of the Owner, Bell will provide the Owner with current certificates of insurance evidencing that the required coverage is in full force.

5. The term of this License is effective as of the Effective Date and shall continue to run for a period often (10) years from the Effective Date (the "Term"). Subject to the provisions of the *Condominium Act*, 1998, as amended, upon registration of a condominium plan in respect of the Building prior to the expiry of the Term, the Owner shall, upon such

registration, cause the corporation created as a result of the registration of the condominium plan to assume and be bound by all the rights and obligations of the Owner as set out herein (the "Assumption"). Save and except for any obligations arising under Sections 6, 7 and 8 herein prior to such registration, upon the Assumption being effective, Old Kennedy Co-operative Development Corporation shall be automatically released and discharged from any liabilities and obligations it would have under this License, including, without limitation, as Owner, and thereafter all references to "Owner" in this License shall mean the Corporation. Bell agrees to execute such further documents or assurances as Old Kennedy Co-operative Development Corporation may reasonably require in order to evidence and confirm the aforementioned release.

6. Bell shall, at its own cost (i) ensure that all Equipment is installed in accordance with all 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 Equipment installed by Bell during the Term, although each individual Occupant may incur charges (at Bell's then applicable rates) relating to post-installation activities specific to such Occupant's in-suite requirements. Except as otherwise provided in Section 22 of the *Condominium Act*, 1998, the 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 Equipment nor any of the items reasonably contemplated by Section 2 above and shall not make any claim to the contrary.

7. Owner agrees to provide to Bell, at no charge to Bell, access to and use of, one or more rooms or other segregated, enclosed spaces in the Building (the "Equipment Space(s)"), as needed and mutually agreed upon by the parties, acting in good faith, which is suitable to house or store the Equipment. Owner agrees that the access rights herein include a right to access the Equipment Space in the Building. The Equipment Space shall have adequate power supply and adequate natural or artificial ventilation for the proper operation of the Equipment. Nothing in this License limits the Owner's right to repair any common elements of the Building; provided that where any such repair may affect Bell's Equipment, the Owner shall: (i) provide Bell with reasonable advance written notice to request Bell to adjust and/or move its Equipment before the repairs are made; and (ii) reimburse Bell for all reasonable costs Bell incurs as a result of any material relocation or adjustment.

8. 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; and (2) it is validly organized and existing under the name indicated on this License. Bell further covenants to repair, at its sole expense, any damage to the Building or the Equipment Space where the damage is caused by Bell and those for whom it is responsible in law.

9. Despite anything contained herein to the contrary, 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 or omission relating to Bell's use and occupation of the Equipment Space or the Building or relating to the installation, repair or maintenance of the Equipment by Bell, its employees, agents, subcontractors and any others for whom it is responsible in law, provided that Bell Canada will not be required to indemnify the Owner Indemnitees to the extent any such Losses are caused by any negligence 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. This Section shall survive the expiration or termination of this License.

10. Unless a Party provides the other party hereto with written notice of its intention not to renew this License at least one hundred and eighty (180) days prior to the expiration of the Term or Renewal Term (as defined below), this License shall automatically renew for successive one (1) year renewal terms (the "Renewal Term") on the terms and conditions herein. Either Party may terminate this License: i) for 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 ii) immediately, in the event of bankruptcy, reorganization, assignment, petition or appointment of a trustee or such other act of insolvency of the other party. Upon expiry or termination of this License, Bell shall be allowed thirty (30) days to remove the Equipment, provided that if Bell does not remove the Equipment within thirty (30) days then Bell shall be deemed to have abandoned the Equipment.

11. This License is 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*, the *Broadcasting Act*, as amended or the Canadian Radio-Television and Telecommunications Commission (the "CRTC"). 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 a economical and technically practical fashion, Bell may terminate this License upon thirty (30) days' written notice to Owner.

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 6
Toronto, Ontario
M3C 4B4

Fax:

Attn: Director, New Construction Sales

with a copy to Bell Canada's
Legal Department

To Owner:

c/o Options for Homes
468 Queen Street East, Suite 310
Toronto, Ontario M5A 1 T7

Fax:

Attn:

With a copy to:
Iler Campbell LLP
Barristers and Solicitors
890 Yonge Street, Suite 700
Toronto, Ontario M4W 3P4

Fax:

Attn:

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 such construction to the laws of another jurisdiction. Except as provided for Section 5 above, none of the rights and obligations contained herein may be assigned or transferred by Owner, without the prior written consent of Bell.

14. This License together with the Marketing Agreement dated December 11, 2006 constitutes the entire agreement of the parties and supersedes all prior agreements and understandings on the subject matter hereof. Except as provided in Section 8, 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. To the extent applicable, Owner agrees to grant to Bell a non-exclusive license to access a path to the property line from the Building, as the case may be and in or through the Equipment Space if it is determined that a fibre optic cable or such other Equipment must be installed to the Building and/or in the Equipment Space. Owner and Bell shall in advance, agree upon a suitable location to install the fibre optic cable on the property of the Owner, all survey and other technical consultants' costs and disbursements, if any, and legal fees and disbursements associated with determining such suitable location shall be for the sole account of Bell. Owner agrees to allow Bell to prepare and register, at Bell's sole expense, notice of this License, provided that the form and content of the notice are approved by the Owner, such approval not to be unreasonably withheld or unduly delayed. Upon the termination or expiry of this Agreement, the Owner may request in writing to Bell that Bell provide the Owner with an application to the Land Registrar for the purpose of deleting from title to the lands and premises on which the Building is situated notice of the Agreement, such application to be in registrable form, executed by Bell and delivered forthwith to the Owner. This obligation to provide to the Owner a registrable application to delete the notice of the Agreement shall survive the termination or expiry of this Agreement.

In witness thereof the parties through their duly authorized representatives have executed this License as of the date first written above.

OLD DENNEDY CO-OPERATIVE
DEVELOPMENT CORPORATION

BELL CANADA

I/We have the authority to bind the Corporation

I have authority to bind the Corporation

Name:

Name:

Title: President

Title: Director, New Construction Sales

Date: December 11, 2006

Date: December 11, 2006

Schedule "A"

Address and Description of Building

A. **For the Building:**

This License applies to the following Building:

Building Name:

Old Kennedy

Municipal Address:

104 OLD KENNEDY ROAD
MARKHAM, ONTARIO

Legal Description of the property:

FIRSTLY: Lot 1 on Plan 3580 (save and except that part of Lot 1 on Plan 3580 designated as Parts 1, 3 and 9 on 65R28950) TOGETHER WITH a right of way for ingress and egress purposes over Parts 1, 3 and 9 on 65R28950 until such time as the lands designated as Parts 1, 3, 4, 5, 7, 8, 9 and 10 on 66R-28950 are dedicated as a public road, and SUBJECT TO a temporary right of way over Part 2 on 66R28950 for purposes of permitting vehicles to turn-around until such time as the lands designated as Parts 9 and 10 on 65R28950 are dedicated as a public roadway, all as set forth in Instrument Number YR 818198 and being PIN No. 02953-0128 (LT)

and

SECONDLY: Lot 2 on Plan 3580 (save and except that Part of Lot 2 on Plan 3580 designated as Part 10 on 65R28950) TOGETHER WITH a right of way for ingress and egress purposes over Part of Lot 2, Part 10 on 65R28950 until such time as Parts 9 and 10 on 66R28950 are dedicated as a public road as in Instrument Number YR818198, being PIN No. 02953-0130 (LT); TOGETHER WITH a right of way in favour of the Firstly lands and the Secondly lands for purposes of ingress and egress over Parts 4, 5, 7 and 9 on 66R28950 until such time as the lands designated as Parts 1, 3, 4, 5, 7 and 8 on Reference Plan 66R28950 are dedicated as a public roadway, as set forth in Instrument No. YR818200.