



**TELECOMMUNICATION AND BUILDING ACCESS LICENSE - NEW 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 Lexington On The Green Inc. (the "Owner") and the term "Owner" shall include, once created, the Condominium Corporation in respect of the Buildings, agree as follows;

I. 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, a non-exclusive right and license to (i) enter on and gain access in, over or under the common elements of the multi-unit dwelling condominium buildings (the "Buildings") to be constructed by the Owner on the lands described in Schedule "A" (the "Condominium Lands") and the common elements and other common areas of the Condominium Lands, (ii) use in-building wire or cabling owned or controlled by Bell, the Owner or any third party subject to any necessary consents as required by law, including CRTC rulings from time to time, and (iii) make available and provide telecommunications and other communication services subject to CRTC rulings from time to time, (collectively the "Bell Services") to local exchange carriers, prospective purchasers and the owners, tenants, invitees or residents of the Buildings (the "Occupant(s)"). Nothing in this License shall be construed or interpreted as granting Bell any exclusive rights or privileges in or to the Buildings, relating to access or installation rights, to the exclusion of any other third parties.

2. The right and license in Section I includes Bell's right to construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace its Equipment (as defined below) in the Buildings. "Equipment" includes but is not limited to any Bell equipment, in-building wire (as defined by the CRTC in Decision 99-10), infrastructure or other similar installations, which is necessary and incidental to enable the delivery of Bell Services to Occupants. Nothing herein limits Bell's ability to change, alter or replace the Equipment with new or different equipment required for the provision of 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 third party. Owner shall allow Bell to gain access to the Buildings for the purpose of picking up any IRD no longer required by an Occupant.

3. Bell and those for whom it is responsible for in law shall be permitted to use and access only those portions of the common elements of the Buildings necessary for the provision of Bell Services and for the matters as provided in Section I in accordance with the Declaration, By-Laws and Rules of the Owner and/or Condominium Corporation to be created. 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, the Condominium Corporation or its agent of its intention to enter the Buildings for the purposes of this License.

4. 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"). Subject to the provisions of the *Condominium Act*, 1998, as amended upon registration of a condominium plan in respect of the Buildings (the "Corporation") prior to the expiry of the Term, the Owner shall, upon such registration, subject to the rights of the Corporation under the *Condominium Act*, 1998, as amended, cause the Corporation to assume and be bound by all the rights and obligations of the Owner as set out herein.

5. 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, as amended, 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.

6. 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 common elements of the Buildings as needed and to be mutually agreed upon by Bell and the Owner acting in good faith, which is suitable to house the Equipment (collectively, the "Equipment Space"). Owner agrees that the access rights herein include a right to access the Equipment Space in the common elements of the Buildings. The parties agree that in the event Bell requires additional space beyond that which is contemplated in accordance with the "Equipment Space", the provision of such additional space if available in each of the Buildings, shall be mutually agreed upon by the parties, acting in good faith, using commercially reasonable efforts. The Equipment Space shall have adequate power supply and adequate natural or artificial ventilation for the proper operation of the Equipment and the cost for installing and maintaining the power supply beyond a single 15 amp service shall be borne solely by Bell. All charges levied against the Owner by a hydroelectric utility for the consumption of electricity exceeding a single 15 amp service by the Equipment or any device appurtenant thereto shall be paid by Bell as such obligations come due. Nothing in this License limits the Owner's right to repair, renovate, replace or relocate any common elements of the Buildings; provided that where any such activity 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 work is undertaken; and (ii) reimburse Bell for all reasonable costs Bell incurs as a result of any material relocation.

7. Each party represents and warrants that, subject to compliance with the *Condominium Act*, 1998, as amended, where required: (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 condominium rule or by-law is currently in force that would prevent or limit Bell from entering into this License. Bell further covenants to repair, at its sole expense, any damage to the Buildings or the Equipment Space where the damage is caused by Bell and those for whom it is responsible in law.

8. Despite anything contained herein to the contrary, Bell Canada will be liable for and will indemnify and save harmless the Owner and the Condominium Corporation, 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"), where such Losses are a result of physical damage to any tangible property or personal injury, including death, to any person caused by or arising out of any negligent or wilful act or omission relating to Bell Canada's use and occupation of the Equipment Space or the Buildings, provided that Bell Canada will not be required to indemnify the Owner Indemnitees to the extent any such Losses are caused by any negligent or wilful act 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. This Section shall survive the expiration or termination of this License.

9. 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 and shall repair all damage caused by the installation and removal thereof.

10. 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 materially inconsistent with the terms of this License or materially 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.

11. 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:  
Lexington On The Green Inc.  
5332 Highway No. 7  
Woodbridge, Ontario  
L4L 1T3

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, (Hi) 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.

12. 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 4 above, none of the rights and obligations contained herein may be assigned or transferred by Owner, without the prior written consent of Bell.

13. This License and the Marketing Agreement - New Buildings dated June 29, 2006 constitute the entire agreement of the parties and supersedes all prior agreements and understandings on the subject matter hereof. Except as provided in Section 7, 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.

14. To the extent applicable, Owner agrees to grant or cause the Corporation to grant to Bell a non-exclusive easement and statutory right of way and/or a path to the property line from the Buildings, 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 Buildings 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 common elements of the Condominium Lands. Owner agrees to allow Bell to register. at Bell's expense, the easement and right of way, and/or notice of this License against the common elements of the Condominium Lands following the registration of the Condominium Plan.

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

LEXINGTON ON THE GREEN INC.

BELL CANADA

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

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

Name:

Name:

Title: Vice-President

Title: Director, New Construction Sales

Date: June 29, 2006

Date: June 30, 2006

Schedule “A”

Address and Description of Building

A. For the Building:

This License applies to the following Buildings:

*Building Name:*

Buildings A to F

*Municipal Address:*

1945 Lawrence Avenue West, York, Ontario

*And, Legal Description of the property:*

Parcel A-12, Section M-304, Block A, Plan M-304, being Part I, Plan 66R-17985, City of Toronto