



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 HP Bloor Street Ltd. (the "**Owner**") agree as follows:

1. Owner hereby grants to Bell Canada and the wholly owned 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, commencing upon the date specified in the construction plans for the Building as provided to Bell by the Owner, 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 a designated segregated space 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 January 29 2010 (the "**Marketing Agreement**");
 - ii. subject to CRTC regulations and subject to Bell obtaining any necessary third party approval, 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). "**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. Nothing herein limits Bell's ability to change, alter or replace the Equipment with new and/or different equipment necessary to provide 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 and to the extent Owner controls the CCTV, 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 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 normal service hours, three-hundred and sixty-five (365) days per year subject to Bell providing reasonable notice to the Owner or its agent or the property manager of the Building 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 all the Bell Equipment is installed in accordance with all laws, including without limitation, 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, 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 act, or omission relating to 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

- j. 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 or redevelop any common elements of the Building; provided that where any such repair or redevelopment may affect the Bell Equipment after the Bell Equipment has been installed, the Owner shall: (i) provide Bell with reasonable advance written notice to request Bell to adjust and/or move the Bell Equipment before the repairs are made; and (ii) reimburse Bell for all reasonable direct costs Bell incurs as a result of any material relocation or adjustment.
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 condominium Rule or By-law 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 the installation of the Equipment, the provision of Bell Services, the use and occupation of the Equipment Space or the Building by Bell (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, incidental (excluding direct damages) 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, unless such damages are awarded by a court of competent jurisdiction (after all appeals of such award have been exhausted). 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. 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. 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 claims made by Bell to the Owner 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 and all references to the "Owner" herein shall be substituted with the "Corporation". 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.
9. 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 eighty (180) 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, Bell shall be allowed thirty (30) days to remove the Equipment, subject to Section 22 of the Condominium Act, 1998. Except as provided herein and save and except for Bell's affiliates and subsidiaries, none of the rights and obligations contained herein may be assigned or transferred by either party without the prior written consent of the other party.
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

Fax:

Attn: Director, Greenfield & MDU Sales

To Owner:

HP Bloor Street Ltd.
150 Ferrand Drive, Suite 801
Toronto, Ont
M3C 3E5

Fax:

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 except in the event of a postal delivery disruption by reason of a strike or lock out in which event, the fifth (5th) business day following the termination of such postal delivery disruption, , (ii) at the time of delivery in the case of hand delivery, (iii) the date and time of transmission in the case of facsimile if transmitted prior to 5:00pm EST on a business day otherwise on then succeeding business day, provided that such transmission was made during normal business hours, with receipts or other verifications of such transmission. For the purposes of this License, "business day" means any day of the week other than a Saturday, Sunday or statutory holiday in the City of Toronto, Province of Ontario or Canada.

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.

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

HP BLOOR STREET LTD.

BELL CANADA

I/We have authority to bind the Corporation

Name:

Title: ASO

Date: January 29 2010

I have authority to bind the Corporation

Name:

Title: Director, Greenfield & MDU Sales

Date: Jan 29/10

m.

Schedule “A”

Address and Description of Building

A. Building:

This License applies to the following Building:

Building Name:

The Address at High Park

Municipal Address:

1646 Bloor St. W., Toronto, Ontario