



**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 M5V Tower Inc. (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, a non-exclusive right and license to (i) enter on and gain access in, on, over or under the multi-unit dwelling building to be constructed by the Owner as described in Schedule "A" (the "Building") and the common elements and other common areas of the Building, (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)"). 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"), unless and until same has been abandoned (or deemed to have been abandoned) by Rogers in accordance with the aforementioned provisions of the ACI 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 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 by of the inside wire by any service providers and service providers who own such inside wire shall look solely to the other service provider for payment of any fees which it is 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. "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, at a time or times, mutually agreed upon 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 all portions of the Building 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. 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 advance notice to the Owner or its agent of its intention to enter the Building 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 Building (the "Corporation") prior to the expiry of the Term, the Owner shall, upon such registration, 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, 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, except Bell-owned wireline inside wire and wireline Equipment 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, on, over or under 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, provided that such Equipment Space shall be subject to the specifications set forth in Schedule "B" hereto. Owner agrees that the access rights herein include a right to access the Equipment Space in the Building in accordance with Section 3 above. The Equipment Space shall have adequate power supply and adequate natural or artificial ventilation for the proper operation of the Equipment, such requirements to be provided to the Owner in advance and agreed to by the Owner, acting reasonably. 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, such costs to be provided to the Owner for approval acting reasonably. In no event will the Owner be responsible for any additional costs or any indirect, special, incidental or consequential damages including loss of revenue, profit or business opportunity or loss of use of any business facilities or property, even if advised of the possibility of such damages.

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) no condominium rule or by-law is 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 Building 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, 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 act or omission relating to Bell Canada's use and occupation of the Equipment Space or the Building. Notwithstanding the foregoing, Bell Canada will indemnify Owner Indemnitees only to the extent of Bell Canada's own negligent or wilful acts or omissions where such Losses are also caused by any negligent or wilful act or omission of any of the Owner Indemnitees. 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.

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 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.

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:

1 Valleybrook Drive, Suite 300  
Toronto, Ontario  
M3B 2A7

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.

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, acting reasonably.

13. This License and the Marketing Agreement - New Buildings dated January 29<sup>th</sup>, 2009 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 to Bell a non-exclusive easement and statutory right of way and/or 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. Owner agrees to allow Bell to register, at Bell's expense, the easement and right of way, and/or notice of this License upon approval by the Owner, acting reasonably, of the form of easement, right of way or notice of this License.

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

M5V TOWER INC..

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: January 29<sup>th</sup>, 2009

Date: January 29<sup>th</sup>, 2009

15.

**Schedule "A"**

**Address and Description of Building**

**A. For the Building:**

This License applies to the following Building:

Building Name:

Giraffe

Municipal Address:

375 King Street West, Toronto ON