



TELECOMMUNICATION AND BUILDING ACCESS LICENSE – NEW BUILDINGS

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 Norstar Wilshire 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:

- (a) enter on and gain access in, 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, including, without limitation (and at no charge to Bell), 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. For clarity, 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 herein in accordance with the Declaration, By-Laws and Rules of the Owner; and
- (b) subject to CRTC rulings and regulations, (i) use in-building wire (as defined below) owned or controlled by Bell, the Owner or any third party; and (ii) 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 and to prospective purchasers, owners, tenants, invitees or residents (collectively, the "Occupant(s)") who receive or may receive telecommunications services from the Equipment Space and/or the main terminal room of the Building such main telephone room being at a location specifically identified on the Building's plan of condominium.

Further, to the extent applicable, Owner agrees to grant to Bell a non-exclusive easement and right of way in favour of the Equipment Space from the property line of the Building (including, without limitation, in or through those portions of the Building as agreed upon by the Owner and Bell, both acting reasonably) to the Equipment Space for the purposes described herein. Owner agrees to allow Bell to register, at Bell's expense, the easement and right of way on the title of the Building, and/or notice of this License, provided that such notices shall only be registered in accordance with the laws, regulations, rulings and orders governing this License;

Nothing in this License shall be construed or interpreted as granting Bell (i) any exclusive rights or privileges in or to the Building, relating to access, marketing or installation rights, to the exclusion of any other third parties.

In this License, "in-building wire" means wire and or other facilities, including, without limitation, inside wire (as defined below), which are in the Building (including, without limitation, wires in the Building's risers, running from the main terminal room to the telephone closet on each floor and from there to and within the Occupant's suite); in- building wire may be owned by a telecommunications service provider or by the Owner.

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

In this License, "Equipment" includes but is not limited to any Bell Equipment, in-building wire, infrastructure or otherwise, which is necessary and incidental to enable and deliver Bell Services to Occupants, provided that any third party owned/controlled equipment included in this definition of "Equipment" shall only be used by Bell either (i) in accordance with CRTC rulings and regulations; or (ii) with the consent of such third party.

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 in, on, over or under the Building. 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 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 not restrict Bell's ability to gain access to the Building for the purpose of picking up any IRD no longer required by an Occupant.

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 of its intention to enter the Building for the purposes of this License.

4. Bell shall, at its own cost (i) ensure that Bell's installations within the Building be performed in a good, workmanlike manner and 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 Bell Equipment 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. 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. Except for (i) in building wire; and (ii) 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 that it has no legal or equitable ownership interest in the Bell Equipment and shall not make any claim to the contrary.

5. 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.

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 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.

7. 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 Canada exercising the rights granted to it pursuant to this License, 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, 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.

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"). 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 and upon such registration, this License shall automatically be assumed by the Corporation without the consent of Bell Canada and upon such assumption, the Corporation shall assume and be bound by all the rights and obligations of the Owner as set out herein. 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. 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. Upon expiry or termination of this License, Bell shall be allowed thirty (30) days to remove the Bell Equipment.

9. 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:

7077 Keele Street, Suite 102
Concord, Ontario
L4K 0B6

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.

10. (a) If the Equipment interferes with, impedes or disrupts (each being an "Interruption") any communications signal that is generated by equipment lawfully existing within the Building prior to the installation of the Equipment (whether owned by the Owner or a third party service provider), the Owner shall notify Bell in writing of such Interruption, and Bell will, to the extent the Equipment is the sole cause of such Interruption, use its commercially reasonable efforts to rectify any such Interruption as soon as possible. If Bell has caused an Interruption and, through the use of its commercial reasonable efforts, does not rectify an Interruption, either the Owner or

Bell may terminate this License with thirty (30) days notice to the other party and Bell shall remove its Equipment in accordance with Section 8 herein, provided that Bell may use its continuous best efforts to resolve the Interruption during such thirty (30) day notice period and should Bell be successful, the termination of the License will be stayed and the License will continue in full force and without prejudice.

- (b) If the Owner or its Building systems cause an Interruption, Bell shall notify the Owner in writing of such Interruption, and the Owner will, to the extent the Owner or its Building systems is the sole and direct cause of such Interruption, use its commercially reasonable efforts to rectify any such Interruption as soon as possible. If the Owner or its Building systems has caused an Interruption and, through the use of its commercial reasonable efforts, does not rectify an Interruption, Bell may terminate this License with thirty (30) days notice to the other party and Bell shall remove its Equipment in accordance with Section 8 herein, provided that the Owner may, at its sole option, use its continuous best efforts to resolve the Interruption during such thirty (30) day notice period and should the Owner be successful, the termination of the License will be stayed and the License will continue in full force and without prejudice.
- (c) If any of the Occupants or other providers of telecommunications or other communications services ("**Other Service Providers**") cause an Interruption, Bell shall notify the Owner in writing of such Interruption, and the Owner will cooperate with Bell in order that Bell may advise the Other Service Providers of the Interruption and asking them to rectify any such Interruption as soon as possible. If the Other Service Providers, through the use of its commercial reasonable efforts, do not rectify an Interruption, Bell may terminate this License with thirty (30) days notice to the other party and Bell shall remove its Equipment in accordance with Section 8 herein, provided that the Other Service Providers may, at their sole option, use their continuous best efforts to resolve the Interruption during such thirty (30) day notice period and should the Other Service Providers be successful, the termination of the License will be stayed and the License will continue in full force and without prejudice. For the purpose of this Subsection 10(c), it is agreed and understood that it shall be Bell's responsibility to contact the Other Service Providers to advise them of the Interruption and the Owner's obligation pursuant to this subsection shall be limited to providing Bell with contact information of the Other Service Providers in order that Bell may contact the Other Service Provider directly.

11. This License and the Marketing Agreement - New Buildings dated April 29, 2008 constitute the entire agreement of the parties and supersede all prior agreements and understandings on the subject matter hereof. 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, as amended, the Broadcasting Act, as amended or the Canadian Radio-Television and Telecommunications Commission (the "CRTC"). In the event that a provision of this License conflicts with a Schedule attached hereto, the provision of this License shall prevail. The 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.

12. Except as provided for Section 8, none of the rights and obligations contained herein may be assigned or transferred by Owner, without the prior written consent of Bell. 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.

Norstar Wilshire Inc.

BELL CANADA

I/We have the authority to bind the Corporation

I have authority to bind the Corporation

Name:

Name:

Title: A.S.O

Title: Director, New Construction Sales

Date: April 29, 2008

Date: April 29, 2008

Schedule "A"

Address and Description of Building

A. For the Building:

This License applies to the following Building:

Building Name:

Wilshire on the Green

Municipal Address:

60 Fairfax Crescent, Toronto, Ontario