



TELECOMMUNICATION AND BUILDING ACCESS LICENSE
NEW CONDOMINIUM BUILDINGS – ACCESS ONLY

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, Bell Canada and Portwell Developments Inc (the "**Owner**") agree as follows:

1. Owner hereby grants to Bell Canada and any 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 to:
 - i. 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, access to and use of, one or more rooms or other segregated spaces in, on, over or under the Building (the "**Equipment Space(s)**") for the purposes of 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)**");
 - ii. 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**" (as also described in Schedule "B") includes but is not limited to any hardware, wire, cabling, infrastructure or otherwise (excluding conduit), 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 and/or different equipment necessary to provision 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, 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. 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.
3. 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 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 negligent act, wilful misconduct 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 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.



4. 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 the Bell 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.
5. 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.
6. 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 Bell's use and occupation of the Equipment Space or the Building (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, 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. 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.
7. 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 obligations 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. 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, *such consent not to be unreasonably withheld or delayed.*
8. 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*. None of the rights and obligations contained herein may be assigned or transferred by the Owner without the prior written consent of Bell, *such consent not to be unreasonably withheld or delayed.*

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:

Authorized by Bell Canada:

NEXACOR REALTY MANAGEMENT INC.

87 Ontario Street West, 2nd Floor

Montreal, QC H2X 1Y8

Attention: Director, Realty Transactions and
Director, Lease Administration

Telecopier: (514) 840-8404

To Owner:

Portwell Developments Inc.

247 Davenport Rd. Suite 201

Toronto, ON M5R 1J9

With a copy to:

BELL CANADA

Real Estate Services

1, Carrefour Alexander-Graham-Bell

Édifice A, 6^e étage

Verdun, QC H3E 3B3

Attention : Directeur général, Gestion stratégique des actifs

Télécopier : (514) 391-7990

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. 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").
11. This License and related Schedules constitutes the entire agreement of the parties and supersedes 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.

Portwell Developments Inc.

BELL CANADA

I/We have authority to bind the Corporation

Name:

Title: Vice President

Date: 21/3/13

I have authority to bind the Corporation

Name:

Title: Director, Strategic Asset Planning

Date: April 9, 2013

Schedule "A"

Address and Description of Building

A. Building:

This License applies to the following Building:

Building Name:

~~Wellington~~ Downtown Condominiums.

Municipal Address:

508 Wellington St. West, Toronto

And, Legal Description of the property:

Part of Lot 4, Registered Plan D-45, Lot 3,
Registered Plan 789 and Lots 3 and 4, Registered
Plan 1042, City of Toronto

Client Initials
NC



Schedule "B"
Equipment Space and Installation Specifications

Upon request from Bell, the Owner shall provide a current set of electrical and/or construction plans.

Bell and the Owner will complete an initial inspection of the Building and the Equipment Space(s). Any change notices or addendums to the electrical or construction plans will be provided to Bell in a timely manner.

The following technology will be installed in the Building. Based on this information the Owner shall install (and supply where applicable) according to the following installation requirements:

A.. FIBRE TO THE SUITE TECHNOLOGY

1. Fibre to the Suite Technology Installation:

Bell will supply the Owner with an in-suite junction box 14 x 30 x 3.5 inches with cover for each unit in the Building. The Owner shall ensure the in-suite framing is sized to such dimensions. Owner shall install this junction box as well as supply and install a 110 VAC 15A dual port electrical outlet inside it dedicated for Bell's use. This junction box will be used for the future placement of Bell Canada and/or Cable Company equipment at the option of the Occupant. All in-suite coax (TV) and Cat5e (Telephone) wiring shall be homerun to this junction box. Owner will also provide a single use conduit from communication riser closet to the in-suite junction box dedicated for Bell's exclusive use.

B. STANDARD TO ALL INSTALLATIONS

2. The Owner shall supply Bell with vertical, horizontal and in-suite pathways that are clear and free of obstruction, and with pull strings installed in all conduits.
3. The Owner shall supply and install all required fire stopping in any vertical or horizontal pathways after the placement of the in-Building telecommunications wiring.
4. The Owner shall supply and install complete support infrastructure based on the following minimum installation requirements:

Standard Installation:

- a) Conduit sizes installed as per design on electrical plan drawings (In the case of no conduit installation, access channel through studs including grommets in metal stud and/or drilled holes in wood studs)
- b) Single gang box or plate at each telephone jack location for the mounting of jack and faceplate
- c) ¾" Fire rated plywood backboards in (i) the main telephone room; and (ii) each telephone riser closet
- d) Placement of standard lighting (sufficient for Bell to perform the installation)
- e) A main telephone room that has secure access (under lock and key) and is water tight
- f) Access to a Building ground source from the main telephone room (conduit with #6 grounding wire)
- g) Two (2) 120 VAC 15A electrical outlets in the main telephone room dedicated for Bell's exclusive use.

