



TELECOMMUNICATION AND BUILDING ACCESS AGREEMENT NEW CONDOMINIUM BUILDINGS

In consideration of other good and valuable consideration and the sum of \$2.00 received, Del Ridge (Mid-Town) Inc. (the "Owner") grants to Bell Canada ("Bell") access to the premises identified in Schedule "A" (the "Premises") being the servient tenement described in Schedule "A" attached hereto to permit Bell to provide television, internet and telephony services (collectively the "Communication Services") to specifically prospective purchasers, the owners, tenants or residents of the Building (the "Occupant(s)" , in the Building on the Premises on the following terms and conditions:

1. Bell will, subject to the Owner's reasonable rules and regulations, have access over the Premises, by appointment during normal business hours, on 48 hours prior notice, except for emergencies, to install, at its sole cost and expense, upgrade, operate, remove, replace, supplement and maintain Bell's signal distribution and processing equipment, that is set out in Schedules 'B', 'C' and 'D' of this Agreement, necessary to provide the Communication Services ("**Distribution System**"), specific and solely to the proposed Building and not for parties off the Premises. In connection with such access, a portion of the Distribution System is, or will be located in a space designated by the Owner (the "**Equipment Space**") and Bell shall have access to the Equipment Space 24 hours a day, 7 days a week subject to reasonable conditions relating to any security staff/equipment (if any) serving the Premises from time to time. The conduit does not form part of the Distribution System but does form part of the Equipment Space.
2. As part of the Distribution System, Bell will provide the Owner with an in-suite junction box, which will be installed as set forth in Schedule "B" hereto.
3. Bell may connect the Distribution System to the electrical power source in the Premises. Bell shall be responsible for electrical power costs exceeding a 15 amp service. The expected power consumption of the Distribution System is estimated to be zero (0) kwh per month. In the event of electrical power costs exceeding a 15 amp service, Bell shall make a quarterly payment to the Owner of an aggregate amount equal to Bell's reasonably estimated kwh usage multiplied by the average market rate for electricity set by the Ontario Energy Board, inclusive of all applicable taxes. Bell will obtain the Owner's approval for the timing, methods and location of the installation work. Bell agrees to use the access facilities designated by the Owner. The parties acknowledge that the access rights granted to Bell are non-exclusive and non-preferential. Bell shall maintain and repair the Distribution System and designated space in the Equipment Space, at its expense.
4. Bell makes no representations or warranties in connection with access to, use, content or quality of the signal feed of any closed-circuit television cameras and/or other video equipment (e.g. amplifiers and splitters) which may exist on the Premises for the purposes of injecting the signal feed into the Bell services.
5. Bell agrees to perform its work and services in a good and workmanlike manner, and further agrees to indemnify and save the Owner, its officers, directors, shareholders, servants, agents and employees harmless from any loss, cost, expense, suits, damages, liability, claims, actions, causes of action and damage to persons or property (collectively, a "Loss") caused by reason of the improper installation, removal, repair or maintenance of the Distribution System including, without limitation, failure to comply with Schedules "B", "C" and "D" attached hereto or failure to comply with applicable laws. Bell acknowledges and agrees that the Developer has entered and/or may enter into agreements or arrangements with other telecommunications service providers for the provision of television, internet, telephony and/or other services upon the Premises and/or to the occupants of the units located therein or thereon. In connection with exercising its rights pursuant to this agreement, Bell shall not, and shall cause each of its employees, agents and contractors not to: (i) cause any other service provider having equipment lawfully installed within the Premises prior to the installation of Bell's Equipment (the "Prior Equipment") to relocate or reconfigure the Prior Equipment except with the prior consent of the other service provider; (ii) cause any other service provider to install additional equipment to accommodate Bell, except to the extent agreed upon by the other service provider; (iii) cause any damage to another service provider's equipment through any negligent or wilful act or omission of Bell or those persons for whom Bell is in law responsible; and (iv) do any act that will cause any other service provider, acting in a commercially reasonable fashion, to replace components of its Prior Equipment at the Equipment Space(s), in the Premises (including any building on the Premises) or in, on or under the Premises and/or the lands. Bell shall forthwith pay all costs arising from matters in this section and the indemnity from Bell (described in this Section) shall also, without limitation apply to same..

6. Bell will maintain a policy of general liability insurance in respect of bodily injury and death or damage to physical property arising from the operation of the Distribution System with not less than five million dollars (\$5,000,000.00) coverage and such insurance policy shall add the Owner as an additional insured and a certificate of insurance shall be furnished to the Owner upon request. Umbrella or excess liability insurance may be used to achieve the required insured limit. Notwithstanding anything to the contrary in this agreement, in no event will either party be liable for or indemnify the other from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, or loss of business opportunity even if advised of the possibility of such damages. The installation and use of the Distribution System, as well as the installations within and the use of the Equipment Space, will comply with all government requirements including fire and building code regulations.
7. Nothing herein shall be construed or interpreted as granting Bell any exclusive access rights or access privileges in or to the Premises or the Equipment Space to the exclusion of any other third parties.
8. Bell is the owner of the Distribution System, which will remain the property of Bell, including in the event portions of the Distribution System are used by other service providers, and will not be or become a fixture despite any rule of law or equity to the contrary subject to Canadian Radio-Television and Telecommunications Commission ("CRTC") regulations and the *Condominium Act, 1998 (Ontario)*, as amended (the "Act"). This agreement in no way restricts the Owner from contracting with any other service provider(s) as aforesaid to provide Communications Services or any other services to the Premises and/or to the occupants of the units located therein or thereon.
9. The Owner may terminate this agreement if, by no act of the Owner, and *force majeure* cases excepted, Bell ceases to provide the Communication Services using the Distribution System or in accordance with subsection 22(9) of the Act.
10. Bell and the Owner acknowledge and agree that upon the registration of a Declaration and Description pursuant to the Act against (or in respect of) the servient tenement (or any portion thereof), the easement granted herein is hereby released against all of the residential, parking, locker, superintendent, guest suite and all other units as described in the Declaration and Description and those portions of the common elements appurtenant to such units designated as exclusive use common elements (if applicable) except the easement shall not be released against units and their appurtenant common elements that are created for the purpose of communication facilities and equipment. Bell acknowledges and agrees to deliver forthwith upon request by the Owner, or its solicitor, and without payment or delay, a Release and Abandonment of the interests granted herein from title to any lands affected by this easement that do not form a part of the proposed residential condominium known as "Mid-Town".
11. Bell shall execute and deliver forthwith upon request by the Owner and without charge, any acknowledgement, consent, status statement, etc., in respect of such registered document as may be required to permit the registration of a Declaration and Description on the Premises in accordance with the Act. The Owner shall be released from its obligations under this agreement upon the registration of a Declaration and Description on the Premises whereupon the condominium corporation created thereunder shall be solely responsible for such obligations, and such condominium corporation shall, for the purposes of this agreement, be henceforth the "Owner".
12. If any provision of this agreement is declared invalid or in contravention of any applicable federal law, directive or ruling such provision shall be deemed severed and shall not affect the remaining provisions. Delay in the performance by either party of their respective obligations under this agreement for reasons or circumstances beyond their reasonable control shall be excused for the period of such delay. This agreement shall be governed by the laws of Ontario and is subject to the laws and regulations of the applicable regulatory authorities which shall prevail in the event of a conflict. The Owner and Bell each have the authority to enter into this agreement.
13. Any notice or communication relating to this agreement will be in writing and sent by registered mail to the other party, delivered personally or transmitted by facsimile to the following addresses:

To Bell Canada:

100 Wynford Drive, Floor 3
Toronto, Ontario
M3C 4B4

Fax: (416) 593-8888

Attn: Vice President of Sales and Distribution

with a copy to Bell Canada's
Legal Department (416) 593-8888

To Owner:

Del Ridge (Mid-Town) Inc.
7800 Kennedy Rd, Unit 102
Markham, Ontario
L3R 2C7

Fax: (905) 479-1111

Attn:

14. Upon notice from the Owner and prior to the registration of the subject condominium on the Premises, this agreement shall be registered on title to the Premises and enure to the benefit of and bind the Premises, the parties, their transferees, successors and assigns. Bell agrees, upon request and at no cost to the Owner, to postpone and subordinate this agreement to any mortgagee or chargee, financing or refinancing of the Premises in return for such lender's standard non-disturbance agreement.

Bell agrees forthwith and without charge to release this agreement from all lands transferred to the municipality, and Bell agrees to forthwith and without charge postpone and subordinate this agreement to any development agreement, easement or any other document in favour of the municipality.

15. Bell acknowledges and agrees that the Owner has entered and/or may enter into agreements or arrangements with other telecommunications service providers for the provision of Communication Services and/or other services upon the Premises and/or to the occupants of the units located therein or thereon.
16. The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties.

Please confirm your agreement to the foregoing by signing and returning the enclosed duplicate copies of this agreement to the undersigned.

Del Ridge (Mid-Town) Inc.

I/We have authority to bind the Corporation

Name:

Title: President

Date: February 4, 2015

BELL CANADA

I have authority to bind the Corporation

Name: Laura M. M. M.

Title: New Construction Partnerships

Date: FEB 29 2016

Schedule "A"
Legal Description

Number of Units: 65

- A. **Legal Description of the Servient Tenement**
(The land over which the easement is to be exercised)

Subject to Section 9 of this Agreement, the final description of the servient tenement shall be the legal description of the land on which the subject condominium is registered/created.

- B. **Legal Description of the Dominant Tenement**
(The property recipient of the benefit of the easement)
- 7768 Kennedy Rd. Markham, ON (Part of Lot 6, Concession 5)