



TELECOMMUNICATION AND BUILDING ACCESS LICENSE- NEW BUILDINGS

This non-exclusive, non-preferential license (the "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 E-Park Development Corporation (the "Owner") agree as follows:

1. Owner hereby grants to Bell Canada and the affiliates of BCE Inc. ("Affiliates" 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, non-preferential right and license to (i) enter on and gain access in, over or under the multi-unit dwelling building proposed 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, as permitted by the CRTC from time to time, in-building wire or cabling owned or controlled by Bell, the Owner or any third party, and (iii) make available and provide solely on a direct subscriber pay basis, telecommunications and other communication services subject to CRTC rulings from time to time, (collectively the "Bell Services") to local exchange carriers, prospective purchasers and the owners, tenants, invitees or residents of the Building (the "Occupant(s)"). Nothing in this License shall be construed or interpreted as granting Bell any exclusive rights or privileges in or to the Building, relating to marketing, advertising, promotion, access or installation rights, to the exclusion of any other third parties.
2. The non-exclusive, non-preferential 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 in a good and workmanlike manner and provided Bell immediately repairs any damage to the Building or lands. "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 (all in accordance with applicable CRTC requirements) 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 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 on a non-exclusive, non preferential basis 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 Corporation (as hereinafter defined). 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 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, the Owner shall be automatically released from its obligations under this agreement immediately upon the registration of a declaration and description in respect of the Building (the "Corporation") whereupon the Corporation created thereunder shall be responsible for such obligations and the Corporation shall for the purposes of this agreement be the "Owner".
5. Bell shall, at its own cost (i) ensure that all Equipment is installed in a good and workmanlike manner and in accordance with all applicable laws, regulations and codes and 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 and any renewal thereof, 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*, Bell's 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 Bell's Equipment nor any of the items reasonably contemplated by Section 2 above and shall not make any claim to the contrary.
6. Owner agrees to provide to Bell, at no charge to Bell, non-exclusive, non-preferential access to and use of, space in one or more rooms or other segregated, enclosed spaces in 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. Owner agrees that the non-exclusive, non-preferential access rights herein include a right to non-exclusive, non-preferential access the Equipment Space in the Building. 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 (save and except in the case of an emergency in which case no notice shall be required): (i) provide Bell with reasonable advance written notice to request Bell to adjust and/or move its Equipment before the repairs are made and which notice shall contain necessary particulars to permit Bell to comment as provided for in item (ii); and (ii) provide Bell with an opportunity to recommend changes to the planned nature, timing commencement, duration or completion of such repairs or such other matter in respect of the repairs that could have and impact on the Equipment or Bell's ability to deliver the Bell Services. Despite the foregoing, where repairs undertaken by the Owner require Bell to move or relocate any of its Equipment, Bell shall, at its sole option: (A) provide one Bell technician for a maximum of one eight (8) hour period; or (B) pay for its own cost of the move, such cost not to exceed a maximum amount equal to the cost to Bell of the technician referred to in (A), to facilitate the movement or relocation of Bell's

Equipment as required by the Owner. Where the time or costs to Bell exceed the foregoing, Bell may terminate this License by providing the Owner with one (1) month written notice without any further charges, liabilities or penalties to either party hereto.

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) as of the date of this License 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 forthwith, at its sole expense, any damage to the Building, the lands 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, liabilities, suits, actions, causes of action, proceedings, damages, costs, claims and expenses, including without limitation, all reasonable legal fees in relation thereto (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's use and occupation of the Equipment Space or the Building, 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 willful 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, 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 at its sole cost and expense and shall forthwith repair the Building, lands and Equipment Space(s) to their state immediately prior to such removal.

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 *Condominium Act, 1998*, as amended, the *Telecommunications Act*, as amended, 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 a economical and technically practical fashion, Bell may terminate this License, at no cost to the Owner, 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:

<u>To Bell Canada:</u>	<u>To Owner:</u>
1 Dundas St. West, 29 Toronto, Ontario M5G 1Z3	940 Lansdowne Avenue Toronto, Ontario M6H 3Z4
Fax:	Fax:
<u>Attn: Director, New Construction Sales</u>	<u>Attn:</u>
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, (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. Save and except for an assignment or transfer by Bell to a Bell affiliate and as provided for Section 4 above, none of the rights and obligations contained herein may be assigned or transferred by a party, without the prior written consent of the other party hereto.

13. This License and the Marketing Agreement - New Buildings dated March 30, 2006 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, non-preferential easement and statutory right of way, on a form approved by the Owner's solicitor, 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 non-exclusive, non-preferential easement and right of way, and/or notice of this License.

15. Bell agrees to forthwith release or partially release this License and all easements and rights-of way in relation to same and as referred to in paragraph 14 herein and any other rights herein granted as to all or any part of the subject lands which are or will be transferred to the City of Vaughan or any other municipal authority and to execute, forthwith at no cost to the Owner, such documentation necessary to release this License and all easements and rights-of-way in relation to same and as referred to in paragraph 14 herein and any other rights herein granted from those portions of subject lands which are or will be transferred to the municipality or any other municipal authority.

16. Bell and the Owner acknowledge and agree that upon the registration of a declaration and description pursuant to the *Condominium Act, 1998*, as amended, against (or in respect of) the subject lands (or any portion thereof), this License and all easements and rights-of-way in relation to same and as referred to in paragraph 14 herein are hereby released against all of the residential units and any other units as described in the declaration and description and those portions of the common elements appurtenant to such residential units and other units designated as exclusive use common elements (if applicable), and all of the other lands subject to this License and all easements and rights-of-way in relation to same and as referred to in paragraph 14 herein (collectively the "Additional Development Lands"), which are not included in the declaration and description to be registered on the subject lands, and within ten (10) days of Bell being provided with evidence of the particulars of the registration of the declaration and description Bell shall, without payment, forthwith deliver a release and abandonment of this License and all easements and rights-of-way in relation to same and as referred to in paragraph 14 herein as it applies to the Additional Development Lands.

17. Bell shall execute and deliver forthwith upon request by the Owner and without charge any acknowledgement, release, consent, status statement etc. in respect of this License and any easement or right-of-way registered on title as may be required to permit the registration of a declaration and description on all or any part of the subject lands. The Owner shall be immediately released from its obligations under this License (save and except for any obligations arising under S.5 or S. 8 herein prior to such registration) and any easement or right-of-way registered on title and as referred to in Section 14 herein upon the registration of a declaration and description on all or any part of the subject lands whereupon the condominium corporation created thereunder shall be responsible for such obligations, and such condominium corporation, shall for the purposes of this License and any easement or right-of-way registered on title and referred to in Section 14 herein, be henceforth the "Owner".

18. Bell agrees, forthwith upon request and at no cost to the Owner, to postpone and subordinate this License and any easement or right-of-way registered on title to any mortgagee or chargee, financing or refinancing of the subject lands and to any development agreement in relation to the lands, provided that Owner shall take reasonable measures to protect Bell's rights hereunder, including without limitation, the ability to provide the Bell Services to the Building.

19. In connection with exercising its rights pursuant to this License, Bell shall not, and shall cause each of its employees, agents and contractors not to: (i) cause any other telecommunications service provider (an "Other Service Provider") having equipment lawfully installed within the Building prior to the installation of the Equipment (the "Prior Equipment") to relocate or reconfigure the Prior Equipment except with the prior consent of the Other Service Provider, not to be unreasonably withheld or delayed; (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 an Other Service Provider's Equipment through any negligent or willful 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) or in the Building. Bell shall forthwith pay all reasonable costs arising from matters in this section as stipulated or required by CRTC rules and regulations.

In witness thereof the parties through their duly authorized representatives have executed this License as of the date first written above.

**E-PARK DEVELOPMENT CORPORATION      BELL CANADA**

\_\_\_\_\_  
I/We have authority to bind the Corporation

Name:

Title: President

Date:      March 30, 2006

\_\_\_\_\_  
I/We have authority to bind the Corporation

Name:

Title:      Director, New Construction Sales

Date:      March 30, 2006

Schedule "A"

Address and Description of Building

A.     For the Building:

This License applies to the following Building:

The condominium to be known as Foundry Lofts

*Municipal Address:*

940 Lansdowne Avenue,  
Toronto, ON  
M6H 3Z4

*And, Legal Description of the property:*

Part of Block 0, Plan M208, designated as Part 14, Reference Plan 66R-21150

*Bell acknowledges that the above-noted legal description may be amended upon registration of a condominium plan in respect of the Building and the Owner shall forthwith provide an amended Schedule "A" detailing such amended legal description to be appended hereto. Bell acknowledges and agrees that this agreement only applies to Foundry Lofts as herein described.*

NOTE:

Where the parties agree that Bell shall have non-exclusive, non-preferential access rights to a sales, centre operated by the Owner to facilitate sales in the Building (the "Sales Centre"), the parties shall insert the address of the Sales Centre in Paragraph B below and by doing so, the parties hereby agree that the terms of this License shall apply to the Sales Centre constructed or to be constructed by the Owner as if it were the Building.

B.     For the Sales Centre:

This License applies to the following Sales Centre:

940 Lansdowne Avenue  
Toronto, ON  
M6H 3Z4