

TELECOMMUNICATION AND BUILDING ACCESS AGREEMENT
NEW CONDOMINIUM BUILDINGS – ACCESS ONLY

In consideration of other good and valuable consideration and the sum of \$2.00 received, **2320 GERRARD STREET EAST INC.** (the "Owner") grants to **Bell Canada ("Bell")** access to the premises located at 2320 Gerrard Street East, Toronto (the "Premises") being the servient tenement described in Schedule "A" to permit Bell to provide television, internet, telephony and other communication services (collectively the "Communication Services") 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 except for emergencies, to install, at its sole cost and expense, upgrade, operate, remove, replace, supplement and maintain Bell' signal distribution and processing equipment necessary to provide the Communication Services ("Distribution System"). In connection with such access, a portion of the Distribution System is, or will be located in a space designated by the Owner located in the underground garage and communications room (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. 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 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 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 caused by reason of the improper installation, removal, repair or maintenance of the Distribution System. 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 will comply with all government requirements including fire and building code regulations.
6. Nothing herein shall be construed or interpreted as granting Bell any exclusive access rights or access privileges in or to the Premises to the exclusion of any other third parties
7. Bell is the owner of the Distribution System which will remain the property of Bell 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.
8. 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.

9. 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 "UPPER BEACH TOWNES".
10. 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".
11. 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. Neither the Owner nor Bell has any contractual restrictions which would prohibit the performance of their respective covenants and obligations herein.
12. 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:
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|---|----------------------|
| <u>To Bell Canada:</u> | <u>To Developer:</u> |
| 100 Wynford Drive, Floor 3 | 3830 Bathurst Street |
| Toronto, Ontario | Suite 115 |
| M3C 4B4 | Toronto, Ontario |
| | M3H 6C5 |
| Fax: (416) 744-6270 | Fax: (416) 591-1111 |
| <u>Attn: Vice President of Sales and Distribution</u> | <u>Attn: _____</u> |
| with a copy to Bell Canada's | |
| Legal Department (416) 744-6270 | |
13. 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.
14. 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 television, internet, telephony and other communication services upon the Premises and/or to the occupants of the units located therein or thereon.
15. 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.

2320 GERRARD STREET EAST INC.

I/We have authority to bind the Corporation

Name

Title: Authorized Signing Officer

Date: April 22, 2013

BELL CANADA

I have authority to bind the Corporation

Name:

Title: Director, Field Sales

Date: April 30, 2013

Schedule "A"
Legal Description

Number of Units: 32 residential units

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

Firstly:

PART OF PART OF LOT L ON PLAN M-111 TORONTO, DESIGNATED AS PARTS 3 AND 6 ON PLAN 66R-25757; TORONTO, CITY OF TORONTO; TOGETHER WITH AN EASEMENT OVER PT LT K M111 DES PT 2 66R25757 UNTIL SUCH TIME AS THE SAID PARTS 4 & 5 HAVE BEEN DEDICATED FOR PUBLIC LANE AS IN AT2942217; TOGETHER WITH AN EASEMENT OVER PT LT L M111 DES PTS 4 & 5 66R25757 UNTIL SUCH TIME AS THE SAID PARTS 4 & 5 HAVE BEEN DEDICATED FOR PUBLIC LANE AS IN AT2942217; SUBJECT TO AN EASEMENT OVER PT 6 66R25757 IN FAVOUR OF PT LT L M111 DES PTS 4 & 5 PL 66R25757 AS IN AT2942217; SUBJECT TO AN EASEMENT AS IN AT3024964; CITY OF TORONTO

Being PIN 21013-0714 (LT)

Secondly:

PART OF LOT K ON PLAN M111, DESIGNATED AS PART 1 ON PLAN 66R25757; TOGETHER WITH AN EASEMENT OVER PT LT K ON PLAN M111 DESIGNATED AS PT 2 ON PLAN 66R25757 UNTIL SUCH TIME AS THE SAID PART 2 HAS BEEN DEDICATED FOR PUBLIC LANE AS IN AT2942217; TOGETHER WITH AN EASEMENT OVER PT LT L PL M111 DESIGNATED AS PTS 4 & 5 ON PLAN 66R25757 UNTIL SUCH TIME AS THE SAID PART 2 HAS BEEN DEDICATED FOR PUBLIC LANE AS IN AT2942217; SUBJECT TO AN EASEMENT AS IN AT3024964; CITY OF TORONTO

PIN 21013-0712 (LT)

B. Legal Description of the Dominant Tenement
(The property recipient of the benefit of the easement)

PARTS OF TOWN LOTS 5 AND 6 ON THE NORTH SIDE OF ADELAIDE STREET WEST ACCORDING TO THE PLAN OF THE TOWN OF YORK AND DESIGNATED AS PARTS 1 AND 2, PLAN 63R-545, CITY OF TORONTO

Schedule "A"

Address and Description of Building

A. Building

This Licence applies to the following Buildings:

# Suits	Municipal Address:
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24	2320 Gerrard St E, Toronto, On M4E2E1
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