

TELECOMMUNICATION AND BUILDING ACCESS LICENSE
NEW CONDOMINIUM BUILDINGS

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, 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 Emerald City Developments II 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 more specifically 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: (a) 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)**"); and (b) exercising non exclusive marketing and advertising rights in accordance with the terms and conditions of the Marketing Agreement – New Condominium Buildings dated October 25, 2012 the "**Marketing Agreement**";
 - 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) (the "**Installation Maintenance and/or Repair**"). "**Equipment**", includes, but is not limited to any hardware, wire, cabling, infrastructure or otherwise (excluding conduit), which is necessary and incidental to enable and deliver and demonstrate Bell Services to Occupants, provided that where such Installation Maintenance or Repair is material in nature (e.g.: satellite dish installation, rewiring that would require removal and repair of drywall, reconfiguration of the Building's main telephone room, etc.), Bell shall first obtain the Owner's written approval of a scope of work before undertaking such Installation Maintenance or Repair. 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. Upon registration of the declaration and the bylaws of the Corporation, the access rights granted herein are hereby released against all of the residential units described in the Declaration.

2. Owner acknowledges that Bell shall also have access to a path and/or conduit along, over, under or on the property, from the property line to the Building (the "**Conduit/Entrance Link**"), and in or through the "**Building Equipment Space(s)**". For clarity, access to install through the Building's core sleeve penetration, the Conduit/Entrance Link and through the telecommunications pathways in the Building defined as the "**Building Equipment Space(s)**", as is necessary to reach (i) from the location within the municipal street or otherwise where Bell's services are currently or will be available to the Conduit/ Entrance Link; ii) From the Entrance Link to the Building Equipment Space; and iii) from the Building Equipment Space to Bell's customers within the building, all as may be reasonably necessary to provide the Bell Services to Bell's customers in accordance with this Agreement. If Bell determines that a fibre optic cable or Equipment must be installed to the Conduit/Entrance Link, the Building and/or the Building Equipment Space(s), Bell may install, maintain, and upgrade any Equipment within the Conduit/Entrance Link, at its sole cost. The parties shall agree in advance (both acting reasonably) upon a plan of installation, upgrade or maintenance of the Equipment within the Conduit/Entrance Link. Any changes to said plan shall be subject to the Owner's written approval, acting reasonably except in case of emergencies.

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 using best commercial efforts to abide by the Building's rules and regulations, including, providing reasonable notice to the Owner or its agent of its intention to enter the Building for the purposes of this License.
4. 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. . Prior to commencement of any work or the installation of any of Bell's Equipment, Bell shall, at its sole expense, prepare and deliver to the Owner working drawings, plans and specifications of such work or installation. Such material shall provide details of the size, function and type of equipment and the manner and location of its installation in the Building, for the Owner's approval. The Owner may engage independent engineers to review the proposed work at Bell's sole expense. In no event shall the Owner's approval of any work or installation be deemed a representation that Bell's Equipment will not cause interference with other systems in the Building. Bell shall, at its own cost: (i) ensure that all 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; or where such damages are caused by faulty installation, repair or maintenance of the Bell Equipment by Bell (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.
5. 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) except in cases of emergency, 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 either party from: (i) entering into this License; and/or (ii) performing its obligations hereunder.
7. 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 (including, but not limited to, reasonable legal fees), 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 provided that the Owner will not be required to indemnify Bell in the event any such loss or damage is caused by any negligent act, wilful misconduct or omission by Bell. 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**"). 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, acting reasonably. For greater certainty, the Owner shall use commercially reasonable efforts to cause the Corporation to assume, duly ratify and be bound by all the rights and obligations of the Owner set out herein prior to the day on which the Owner ceases to hold a majority of voting rights in the general meeting of the co-owners. Upon assumption, the covenants herein shall be assigned to the benefit of the Corporation.

9. 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.

Notwithstanding anything else herein contained, the Owner shall have the option to terminate this License prior to the end of the Term or any renewal or extension thereof if Bell fails to install its equipment within six (6) months prior to occupancy of the Building, the Owner may terminate this License by giving thirty (30) days written notice to Bell, and Bell shall thereupon surrender this License and all rights hereunder.

Upon expiry or termination of this License, Bell shall be allowed thirty (30) days to remove the Equipment, pursuant to Section 22 (12) of the *Condominium Act, 1998*. In the event Bell elects to remove the Bell Equipment, Bell shall restore the Building to its condition prior to removal. Bell shall reimburse the Owner or the Condominium Corporation for damage, if any, the removal causes to the Building or property. The Equipment shall be deemed to be abandoned, without further notice or liability to Bell if it is not removed within the time specified. Failing which the Owner may remove the Equipment and pursue available remedies pursuant to Section 22 of the *Condominium Act* to recover the cost of removal. None of the rights and obligations contained herein may be assigned or transferred by the Owner or the Condominium Corporation as the case may be, without the prior written consent of Bell, acting reasonably.

10. During the Agreement, Bell shall maintain comprehensive general liability insurance with an insured limit of at least Five Million Dollars (\$5,000,000.00) per occurrence covering legal liability for damage to physical property, bodily injury and death, and with Developer named as an additional insured but solely with respect to liability arising out of the Bell's operations. Umbrella or excess liability insurance may be used to achieve the required insured limit. Bell shall arrange to provide Developer with an insurance certificate at inception of this Agreement and thereafter as the insurance is renewed annually.
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:

To Bell Canada:

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

Attn: Director, Greenfield & MDU Sales

with a copy to Bell Canada's
Legal Department

To Owner:

Emerald City Developments II Inc.
5001 Yonge St., Suite 1405
Toronto, ON
M2N 6P6

Attn: 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 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").
13. The Owner and Bell hereby agree that this Agreement and any information provided by one party to the other party herein, including, without limitation, information relating to Occupants, shall remain the confidential information of the parties and neither party shall disclose such confidential information without the prior written consent of the other party, unless disclosure of such confidential information is compelled by judicial or regulatory process or otherwise by law provided advance notice is given to the Owner of any request to disclose or if the confidential information has been made public without any action by the disclosing party. For greater certainty, this provision shall not be construed to prevent either party from disclosing any of the terms of this Agreement to its auditors, financial and legal advisors, or as may otherwise be required by law. This section shall survive the expiry or early termination of this Agreement.
14. This License and the Marketing Agreement constitute the entire agreement of the parties and supersede 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.

Emerald City Developments II Inc.

I/We have authority to bind the Corporation

Name:

Title: President

Date: October 25, 2012

BELL CANADA

I have authority to bind the Corporation

Name:

Title: Director, Field Sales

Date: Dec 21, 2012

SCHEDULE "A"

Address and Description of Building

A. Building:

This License applies to the following Building:

Suite

Municipal Address:

245

66 Forest Manor Road, North York, Ontario, M2J0B7