



TELECOMMUNICATION AND BUILDING ACCESS LICENSE - NEW BUILDINGS

This License is made as of the 7th day of April, 2005 (the "Effective Date").

In consideration of the mutual rights and obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) Bell Canada and Bloorpark Developments Inc. (the "Owner") agree as follows:

1. The Owner hereby grants to Bell Canada and the affiliates of BCE Inc. (as defined in the Canada Business Corporations Act, as amended) (hereinafter, collectively referred to as "Bell") at no cost or charge (other than set out herein) to Bell: (A) 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, (ii) use in-suite wire or cabling owned or controlled by Bell or the Owner or any third party, and (iii) make available and provide telecommunications and other communication services (collectively the "Bell Services") to local exchange carriers, prospective purchasers and the owners, tenants, or residents of the Building (the "Occupant(s)"); and (B) To the extent necessary, a non-exclusive easement or right of way and/or a path to the property line from the Building, as the case may be and in or through the Equipment Space (as defined below) 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. Owner agrees to allow Bell to register, at Bell's expense, the easement and right of way, and/or notice of this License. The form of registration of said easement and right of way shall be agreed upon between the parties, both acting reasonably and in good faith, and reduced to writing and executed prior to any such installation. Such registration shall be forthwith removed by Bell at its expense in the event the License is terminated, failing which the Owner is hereby appointed as Bell's attorney and agent to do so on its behalf and at Bell's cost. (A and B being collectively the "License") Nothing in this License shall be construed or interpreted as granting Bell any exclusive rights or privileges in, over, under or to the Building, relating to access or installation rights or otherwise, to the exclusion of any third parties.

2. The License includes giving Bell the right to construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace its Equipment (as defined below) in the Building at times and in locations approved by the Owner set forth herein in order for Bell to be able to provide the Bell Services. "Equipment" includes but is not limited to any equipment owned by Bell, In-Building Wire (as defined by the CRTC in Decision 99-10) supplied by Bell, excluding coaxial riser wire, infrastructure or otherwise, which is necessary and incidental to enable Bell to deliver the Bell Services to Occupants. Bell shall be permitted to change, alter or replace the Equipment with new or different equipment to provide the Bell Services. Equipment excludes: conduits, 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. The Owner shall allow Bell access to the Building, upon reasonable notice to a representative of the Owner (e.g. the on-site concierge) and at times convenient to Bell and the applicable Occupant, for the purpose of picking up any IRD no longer required by an Occupant. Bell agrees to perform installations of any cable and/or wire in the Building as further described in Schedule "B".

3. Bell and those for whom it is responsible in law shall be permitted to use and access all portions of the Building necessary for the provision of the Bell Services and for the matters provided in Section 1 in accordance with the Declaration, By-Laws and Rules of the Building's Corporation (as such terms are defined in the Condominium Act, 1998, as amended). 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 notice to a representative of the Owner (e.g. the on-site concierge) and the applicable Occupant, if any, of its intention to enter the Building for the purposes of this License, provided that entry will only be made during said hours, upon reasonable prior notice to a representative of the Owner (e.g. the on-site concierge) and at times as mutually agreed to by Bell and the applicable Occupant. Bell's rights of access and permitted uses may be exercised outside of said times only in an emergency, subject to Bell making reasonable efforts to provide notice to a representative of the Owner (e.g. the on-site concierge)

4. The term of this License is a period of ten (10) years from the Effective Date (the "Term"). Subject to the provisions of the *Condominium Act, 1998*, upon registration of a declaration and creation of the condominium corporation for the Building (the "Corporation") prior to expiry of the Term, the Corporation shall be deemed to have assumed and be bound by, by all the rights and obligations of the Owner as set out herein, and, save and except for Sections 8 and 9 herein, Bloorpark Developments Inc. shall be released from any remaining obligations hereunder. Bell shall continue to be bound by all of its rights and obligations as set out herein following such creation of the Corporation, as if the Corporation were the Owner named herein.

5. Bell shall, at its own cost (i) ensure that all Equipment is installed in accordance with the Owner's schedule, plans and specifications (provided that such plans will not prohibit Bell from installing Equipment) and all relevant government requirements, including 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, 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, as it reads on the date hereof, the Equipment will remain the property of Bell at all times, and will not become a fixture despite any legal principle to the contrary. The Owner agrees that it has no legal or equitable ownership interest in the Equipment and shall not make any claim to the contrary.

6. Throughout the Term of this Agreement, Bell, at its sole cost and expense, shall take out and keep in full force and effect comprehensive general liability insurance, including but not limited to personal injury liability, contractual liability and owners' and contractors' protective insurance coverage with respect to Bell's use of the Building or any portion thereof; such coverage shall include the activities and operations conducted by Bell and any other person(s) performing work on behalf of Bell or on whose behalf Bell is in law responsible. Such policy shall be written with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for each occurrence and in the

aggregate annually for products liability and completed operations, involving bodily injury, death or property damages, and name the Owner as an additional insured limited to the negligence of Bell and those over which it is responsible in law. The required insured limit shall be composed of any combination of primary and excess (umbrella) insurance policies. Upon request of the Owner, Bell will provide the Owner with current certificates of insurance evidencing that the required coverage is in full force.

7. The Owner agrees that Bell, at no charge to Bell, shall have non-exclusive access to and use of, one or more rooms or other segregated, enclosed spaces in the Building (the "Equipment Space(s)"), as needed and where mutually agreed upon by the parties, acting in good faith, which is suitable in all respects for the purpose of housing or storing the Equipment. Bell and the Owner, each acting reasonably and in good faith, will between them determine where Equipment Spaces should be located in order to facilitate the provision of the Bell Services and other services. The Owner agrees that the access rights herein include a right to access the Equipment Spaces at mutually convenient times and upon notice to a representative of the Owner (e.g. on-site concierge, project superintendent, etc.). The Equipment Space shall have an adequate power supply and adequate natural or artificial ventilation for the proper operation of the Equipment. The Owner shall arrange for the installation of same in consultation with Bell. Nothing in this License limits the Owner's right to repair, replace, improve or augment any common elements of the Building, including the Equipment Space(s) in consultation with Bell; provided that where any such repair, replacement, improvement or augmentation may affect Bell's Equipment, the Owner shall: (i) provide Bell with adequate advance written notice to request and allow for Bell to adjust and/or move its Equipment before such repair, replacement, improvement or augmentation is commenced; and (ii) where there is repair, replacement, improvement or augmentation initiated by persons other than Bell (including without limitation, the Owner), reimburse Bell for all reasonable costs Bell incurs as a result of any material relocation or adjustment of Bell's Equipment

8. Each party represents and warrants that as of the Effective Date: (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 bylaw is in force that prevents or limits Bell from entering into this License. Bell further covenants to repair, forthwith at its sole expense, any damage to the Building, the lands on which it is located and/or the Equipment Space(s), or any part of any of the foregoing, where the damage is caused by Bell or those for whom it is responsible in law.

9. Despite anything contained herein to the contrary, Bell will be liable for and shall, indemnify and save harmless the Owner, its directors, officers, shareholders, agents, employees, and contractors, and those for whom it is responsible in law and the Corporation (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 (real or personal) or bodily injury, including death, to any person caused by or arising out of any negligent act or omission or willful misconduct by Bell or those for whom it is in law responsible, Bell's use of the License, Bell's operation of the Equipment and Bell's use or occupation of the Equipment Space(s), the Building or the land on which it is located, provided that Bell 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 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.

10. Unless a party hereto 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 as same may be extended, the Term shall automatically extend for successive one (1) year terms 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 and shall forthwith repair at its cost any and all damage arising as a result of such removal, and shall leave the Equipment Space(s) and all areas where the Equipment was installed or placed, in a neat and tidy condition.

11. This License is subject to all applicable federal, provincial and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the *Telecommunications Act*, the *Broadcasting Act*, as amended, and the Canadian Radio-Television and Telecommunications Commission (the "CRTC"). If the action of a governmental agency requires modification of the Bell Services or the terms on which they are provided which is inconsistent with the terms of this License or impairs Bell's ability to provide the Bell Services in an economical and technically practical fashion, Bell may terminate this License upon thirty (30) days' written notice to the Owner.

12. 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:

1 Dundas St West, 29
Toronto, Ontario
M5G 1Z3

Fax
Ann: VP VDSL Sales

with a copy to Bell Canada's Legal
Department

To Owner:

98 Macdonell Street, Suite 200
Guelph, Ontario
N1H 2Z6

Fax:
Ann: Administrator

Following the "turnover meeting", notices shall be delivered to the Corporation as advised by the Corporation. Notices shall be deemed to have been received by the Owner or Bell, as the case may be, on (i) the fifth (5th) 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, and (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 being generated and retained by the sending party at the time of transmittal.

13. 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. Except as provided for in Section 4 above (this agreement assumed 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 unduly delayed. Except for an assignment or transfer to an affiliate (as defined in the Canada Business Corporations Act), Bell may not assign or transfer its rights or obligations contained herein, without the prior written consent of the Owner, such consent not to be unreasonably withheld or unduly delayed.

14. This License constitutes the entire agreement of the parties and supersedes all prior agreements and understandings on the subject matter hereof. Except as provided in Section 8, 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 whereof the parties through their duly authorized representatives have executed this License as of the Effective Date.

BLOORPARK DEVELOPMENTS INC.

BELL CANADA

I/We have the authority to bind the Corporation

I have authority to bind the Corporation

Name:

Name:

Title: VP Secretary

Title: VP VDSL Sales

Date: April 7th 2005

Date: April 7th 2005

Schedule "A"

Address and Description of Building

This License applies to the following Building:

Municipal Address:

Kingsway Condominiums
2855 Bloor Street West
Toronto, Ontario

and

Legal Description of the property:

Part of Lot 6, Range 2, King's Mill Reserve and Part of the Road Allowance between Ranges 2 and 3 (King's Mill Reserve) designated as Parts 1,2,3,5 and 6, Plan 66R-19711, City of Toronto, Land Titles Division of Toronto Registry Office No. 66.