



TELECOMMUNICATION AND BUILDING ACCESS LICENSE - NEW BUILDINGS

This License is made as of the date last signed by both parties below (the "Effective Date").

In consideration of the sum of _____ 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 Daniels Midtown Corporation (the "Owner") agree as follows:

1. Owner hereby grants to Bell Canada and its 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 right and license to:
 - (a) 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, including, without limitation, 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. For clarity, Bell and those for whom it is responsible for in law shall be permitted to use and access all portions of the Building necessary for the provision of Bell Services and for the matters as provided herein in accordance with the Declaration, By-Laws and Rules of the Owner; and
 - (b) subject to CRTC rulings and regulations, (i) use in-building wire (as defined below) owned or controlled by Bell, the Owner or any third party; and (ii) make available and provide telecommunications and other communication services, (collectively, the "Bell Services") to local exchange carriers and to prospective purchasers, owners, tenants, invitees or residents (collectively, the "Occupant(s)") who receive or may receive telecommunications services from the Equipment Space and/or the main terminal room of the Building such main telephone room being at a location specifically identified on the Building's plan of condominium as Building G, P1; and

Further, to the extent applicable, Owner agrees to grant to Bell a non-exclusive easement and right of way in favour of the Equipment Space from the property line of the Building (including, without limitation, in or through those portions of the Building as agreed upon by the Owner and Bell, both acting reasonably) to the Equipment Space for the purposes described herein. Owner agrees to allow Bell to register, at Bell's expense, the easement and right of way on the title of the Building, and/or notice of this License, provided that such notices shall only be registered in accordance with the laws, regulations, rulings and orders governing this License;

Nothing in this License shall be construed or interpreted as granting Bell any exclusive rights or privileges in or to the Building, relating to access or installation rights, to the exclusion of any other third parties.

In this License, "in-building wire" means wire and or other facilities, including, without limitation, inside wire (as defined below), which are in the Building (including, without limitation, wires in the Building's risers, running from the main terminal room to the telephone closet on each floor and from there to and within the Occupant's suite); in-building wire may be owned by a telecommunications service provider or by the Owner.

In this License, "inside wire" means wire, coaxial cable or other such facility owned by Bell, the Owner or a third party service provider from a point where wiring, cabling or other such facility is diverted for the exclusive use and benefit of a particular Occupant in a particular unit to the terminal devices inside each Occupant's unit, but excluding customer service enclosures, amplifiers, channel converters, decoders, and remote controls.

In this License, "Equipment" includes but is not limited to any Bell Equipment, in-building wire, infrastructure or otherwise, which is necessary and incidental to enable and deliver Bell Services to Occupants.

2. The right and license in Section 1 includes Bell's right to construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace the Equipment in the Building. Nothing herein limits Bell's ability to change, alter or replace the Equipment with new or different equipment to provision the Bell Services.
4. 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 providing reasonable notice to the Owner or its agent of its intention to enter the Building for the purposes of this License.
5. Bell shall, at its own cost (i) ensure that Bell's installations within the Building be performed in a good, workmanlike manner and in accordance with 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 Bell Equipment 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. Bell further covenants to repair, at its sole expense, any damage to the Building or the Equipment Space where the damage is caused by Bell and those for whom it is responsible in law. Except for (i) in building wire; and (ii) 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 and shall not make any claim to the contrary.
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 Bell from entering into this License.
7. 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, suits, actions, causes of action, proceedings, damages, costs, 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 or omission relating to Bell Canada's access to 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 or 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.

8. The term of this License is effective as of the Effective Date and shall continue to run for a period often (10) years from the Effective Date (the "Term"). 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, cause the Corporation to assume and be bound by all the rights and obligations of the Owner as set out herein. 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. 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 upon thirty (30) days' written notice to Owner. Upon expiry or termination of this License, Bell shall be allowed thirty (30) days to remove the Bell Equipment

9. 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 6
Toronto, Ontario
M3C 4B4

To Owner:
The Daniels Corporation
20 Queen Street West, Suite 3400
Toronto, Ontario M5H 3R3

Fax:

Fax:

Attn: Director, New Construction Sales

Attn:

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.

10. This License constitutes the entire agreement of the parties and supersedes all prior agreements and understandings on the subject matter hereof. 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 Telecommunications Act, the Broadcasting Act, as amended or the Canadian Radio-Television and Telecommunications Commission (the "CRTC"). In the event that 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.

11. Except as provided for Section 8 above, none of the rights and obligations contained herein may be assigned or transferred by Owner, without the prior written consent of Bell. 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 date first written above.

Daniels Midtown Corporation

BELL CANADA

I/We have authority to bind the Corporation

I have authority to bind the Corporation

Name:

Name:

Title:

Title:

Date: November 20, 2006

Date: November 20, 2006

Schedule "A"

Address and Description of Building

A. For the Building:

This License applies to the following Building:

Building Name and Municipal Address:

Kilgour Estates

50 Kilgour Rd North York On M4G 4K8

Legal Description of Building Property:

Part of Blocks 2 of Plan 65M-2423, Toronto