



**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 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 Distillery Se Development Corp. (the "Owner") agree as follows:

1. 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 to Bell, a non-exclusive right and license to (i) enter on and gain access in, over or under the multiunit 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-building wire or cabling owned or controlled by Bell, the Owner or any third party (to the extent that the Owner has the sole legal control and authority to deal with such In-Building Wire or cabling), and (iii) make available and provide 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 access or installation or marketing rights, to the exclusion of any other third parties.
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 Bell Equipment (as defined below) in the Building. "Equipment" means any Bell Equipment, in-building wire (as defined and authorized by the CRTC in Decision 99-10 and any associated decisions), infrastructure or other equipment or facilities owned by Bell or the Owner or for which the Owner has the right to grant access to Bell, which is necessary and incidental to enable and deliver Bell Services to Occupants. Save and except for applicable laws, including without limitation, CRTC regulations and rulings, nothing herein limits Bell's ability to change, alter or replace the Equipment with new or different equipment to provision the Bell Services. Equipment excludes: conduit, individual receiver - decoders, whether VDSL, IPTV 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 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 Owner. 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 "Act"), 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, use reasonable efforts to cause the Corporation to assume and be bound by all the rights and obligations of the Owner as set out herein and, notwithstanding the foregoing 2068784 Ontario Limited shall automatically be released from any and all liability and obligations pursuant to this Agreement arising after the registration of the condominium plan of the Building.
5. Bell shall, at its own cost (i) ensure that all Equipment is installed in accordance with all relevant laws, including without limitation, 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 (the "Act"), the equipment owned by Bell (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 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 access to and non-exclusive use of, 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 access rights herein include a right to 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: (i) provide Bell with reasonable advance written notice to request Bell to adjust and/or move the Bell 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.
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) the Owner is under no contractual obligation and Bell 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) other than as set out in the Act 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, 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.

8. Despite anything contained herein to the contrary, Bell Canada is liable for and shall 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 the Bell Equipment, or the use, change, alteration, replacement, installation, maintenance or repair of the Equipment or the accessing of the Building by Bell, its servants, agents, employees or those for whom Bell is responsible in law or 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'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 wilful 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, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity even if advised of the possibility of such damages. This Section shall survive the expiration or termination of this License and shall continue to apply in respect of any Losses incurred by the Owner Indemnitees prior to the registration of the condominium plan of the Building.

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 Bell Equipment.

10. This License and each section thereof is subject to all applicable federal, provincial and local laws, and regulations, rulings 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 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:

To Bell Canada:  
100 Wynford Drive, Floor 6  
Toronto, Ontario  
M3C 4B4

Fax:  
Attn: Director, New Construction Sales  
with a copy to Bell Canada's  
Legal Department

To Owner:  
Gooderham – The Distillery  
55 Mill Street, Building 58, Suite 200  
Toronto, Ontario  
M5A 3C4

Fax:  
Attn:

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. Except as provided for Section 4 above, none of the rights and obligations contained herein may be assigned or transferred by Owner, without the prior written notification to Bell.

13. This License and the Marketing Agreement - New Buildings dated November 20<sup>th</sup>, 2008 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. To the extent applicable, Owner agrees to grant to Bell a non-exclusive easement and 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 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 and shall further agree upon the content of such easement prior to its registration. Owner agrees to allow Bell to register, at Bell's expense, the easement and right of way, and/or notice of this License.

In witness thereof the parties through their duly authorized representatives have executed this License as of the Effective Date.

DISTILLERY SE DEVELOPMENT CORP.

BELL CANADA

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

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

Name:

Name:

Title:

Title: Director, New Construction Sales

Date: November 20, 2008

Date: November 20, 2008

**Schedule" A "**

**Address and Description of Building**

**A. For the Building:**

This License applies to the following Building:

Building Name:

Gooderham – The Distillery

Municipal Address:

55 Mill Street, Toronto, Ontario