



ABRIDGED

Dear Sirs:

Re: Telecommunications Access Easement Agreement between **Beanfield Technologies Inc.** ("Beanfield") and **45 Charles Ltd.** ("Owner") for a property currently known municipally as 45 Charles Street East, Toronto for a project known as **Chaz on Yorkville** in the City of Toronto ("Property")

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), Beanfield and the Owner agree as follows:

1. Owner hereby grants to Beanfield and any affiliates of Beanfield at no cost or charge to Beanfield, subject to the Owner's reasonable rules and regulations governing access to the common elements of the Building, a non-exclusive right and easement to:
 - a) enter on and gain access in, over or under the Property from the property line to and within the multi-unit dwelling building to be constructed by the Owner as described in Schedule "A" herein (the "Building") and be allocated by the Owner dedicated equipment space for its point of presence equipment and the non-exclusive use, without interference, of all wiring installed within the suites and all conduit, riser space and utility closets installed within the common elements and other common areas of the Building, for the purpose of providing wireline and wireless telecommunications and other communication services (collectively, the "Beanfield Services") to prospective purchasers and the owners, tenants, invitees or residents of the Building (collectively, the "Occupant(s)");
 - b) Beanfield shall have non-exclusive access during normal business hours to promote and market the Beanfield Services to the prospective purchasers and residents of the Property. Beanfield and any other service providers (using another distribution system and granted access to the Property by the Owner) shall have the non-exclusive right to provide communication services to the Property solely on a direct subscriber pay basis while this agreement is in effect; and
 - c) use, construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace equipment including fibre optic and other cabling, hardware, infrastructure or otherwise ("Beanfield's Equipment") which is necessary and incidental to enable and deliver Beanfield Services to Occupants.
2. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Beanfield during normal service hours, three-hundred and sixty-five (365) days per year subject to Beanfield providing reasonable notice to the Owner or its agent of its intention to enter the Building.
3. Beanfield may connect Beanfield's Equipment to the electrical power source in the Property. Beanfield shall be responsible for electrical power costs exceeding a 15 amp service. Beanfield will obtain the Owner's approval for the timing, methods and location of the installation work. Beanfield agrees to use the access facilities designated by the Owner, which Beanfield acknowledges are provided on an "as is" basis. The parties acknowledge that the access rights granted to Beanfield are non-exclusive. If the Owner permits another service provider to have access to the Property, and Beanfield is required to relocate or reconfigure its equipment or install additional equipment to accommodate such other service provider, or, to repair damage to or replace components of its equipment caused by the acts of such other service providers or its contractors, the Owner will assist Beanfield in requiring that the other service provider reimburse Beanfield for all reasonable costs so incurred.
4. Beanfield shall, at its own cost: (i) ensure that Beanfield's 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 Beanfield's Equipment during the Term. Beanfield covenants to repair, at its sole expense, any damage to the Building where such damage is caused by or arising out of any negligent act, wilful misconduct or omission relating to Beanfield's use and occupation of the Building. Beanfield shall deliver as-built plans to the Owner within a reasonable time following installation of Beanfield's Equipment.

5. The Owner shall use reasonable efforts to require any service provider granted an access agreement by the Owner to agree not to damage or interfere with Beanfield's Equipment, and in particular, the fibre optic cabling without Beanfield's prior written consent and to contractually agree to pay for any damages that might be suffered by the Owner, Beanfield or the Occupants if they damage or interfere with Beanfield's Equipment.
6. Except as otherwise provided in this agreement, the *Condominium Act, 1998* (the "Act") or by the CRTC, Beanfield's Equipment will remain the property of Beanfield at all times and will not become a fixture despite any legal principle to the contrary. Beanfield will permit other licensed service providers to use portions of Beanfield's Equipment if required by and in accordance with any terms and conditions mandated by the CRTC.
7. Beanfield 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, wilful misconduct or omission relating to Beanfield's use and occupation of the Building. The Owner shall indemnify and save Beanfield harmless from any loss of or damage to Beanfield's Equipment caused by the Owner, its employees, agents or contractors or service providers granted access by the Owner. This Section shall survive the expiration or termination of this agreement.
8. The Owner may terminate this agreement in accordance with Section 22(9) of the Act.
9. Upon registration of the Property as a condominium, the Owner shall automatically be released from the obligations under this agreement and the condominium corporation as successor shall be bound by all the rights and obligations of the Owner as set out herein and shall be deemed to the "Owner" thenceforth under this agreement.
10. Beanfield shall execute and deliver forthwith, upon request by the Owner and without charge, a postponement to any governmental or utility agreement, partial discharge for any conveyance to a governmental authority and any acknowledgement, consent, or status statement in respect of such registered document as may be required to permit the registration of a Declaration and Description on the premises (within the meaning of the Act).
11. Any notice required or permitted to be given hereunder or any tender of delivery of documents may be sufficiently given by personal delivery or by facsimile or email transmission to each party at the addresses listed below:

To Beanfield:

77 Mowat Avenue, Suite 418
Toronto, Ontario
M6K 3E3

Attention: Legal Department

Tel:

Fax:

To Owner:

c/o Edenshaw Homes Ltd.
260 Brunel Road
Mississauga, Ontario
L4Z 1T5

Attention:

Tel:

Notices shall be deemed to have been received by the Owner or Beanfield, 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 or email, provided that such transmission was made during normal business hours, with receipts or other verifications of such transmission.

12. This agreement will be governed by the laws of the Province of Ontario and the applicable CRTC regulations, ruling and orders.
13. This agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings on the subject matter hereof. If any provision of this agreement is found to be invalid, illegal or unenforceable, the other provisions of this agreement 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.
14. This agreement and all covenants contained herein shall be binding upon the parties hereto and their respective successors and assigns, including the condominium corporation to be formed by the Owner, and will be registered on title to the Property.

[Remainder of page intentionally left blank]

Yours truly,

BEANFIELD TECHNOLOGIES INC.

Per: _____

Name:

Title:

I have authority to bind the Corporation.

The Owner agrees with the foregoing this day of , 2014

45 CHARLES LTD.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

Schedule "A"

Legal Description