



**ABRIDGED**

Dear Sirs:

Re: Telecommunications Access Easement Agreement between **Beanfield Technologies Inc.** ("Beanfield") and **Ferncastle (Front Street) Inc.** ("Owner") for a property currently known municipally as **8 The Esplanade, Toronto, Ontario, M5E 0A6** for a project known as **L Tower**, 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, 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" (the "Building") and be allocated by the Owner dedicated equipment space for its point of presence equipment and the 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, including the rooftop for the purposes 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 and surrounding area (collectively, the "Occupant(s)");
  - b) market and promote Beanfield Services on such terms as the Owner permits acting reasonably; 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 shall, at its own cost: (i) ensure that the 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 the Beanfield's Equipment during the Term. Beanfield covenants to repair, at its sole expense, any direct damages to the Building where such damages are caused by or arising out of any negligent act, wilful misconduct or omission relating to Beanfield's use and occupation of the Building.
4. 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 the Beanfield's Equipment.
5. Except as otherwise provided in the Condominium Act, 1998 (the "Act") or by the CRTC, or as otherwise provided in this agreement, the 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 the Beanfield's Equipment if required by and in accordance with any terms and conditions mandated by the CRTC.
6. 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 the 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 License.
7. The term of this agreement shall continue subject to termination under the Act or if Beanfield ceases to provide telecommunications services to the Occupants. 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.

8. The Owner may terminate this agreement if there are no active subscribers to Beanfield Services in the Building at any time following the 10<sup>th</sup> anniversary of condominium registration or subject to the rights of any trustee, receiver or secured party, in the event the Beanfield becomes bankrupt or insolvent which impairs Beanfield's ability to provide Beanfield Services in an economical and technically practical fashion.
9. 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).
10. 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 or email transmission to each party at the addresses listed below:

To Beanfield:

77 Mowat Avenue, Suite 506  
 Toronto, Ontario  
 M6K 3E3  
 Attention: Legal Department

Tel:  
 Fax:

To Owner:

2220 Highway No. 7 West  
 Concord, Ontario  
 L4K 1W7

Attn:  
 Tel:  
 Fax:

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.

10. This agreement will be governed by the laws of the Province of Ontario and the applicable CRTC regulations, ruling and orders.
11. 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.
12. This easement agreement will be registered on title to the Property.

Yours truly

**BEANFIELD TECHNOLOGIES INC.**

Per: \_\_\_\_\_  
 Name:  
 Title:

I have authority to bind the Corporation

The Owner agrees with the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**FERNCASTLE (FRONT STREET) INC.**

Per: \_\_\_\_\_  
 Name:  
 Title:

Per: \_\_\_\_\_  
 Name:  
 Title:

I/We have authority to bind the Corporation

**Schedule "A"**