Province of Ontario

Transfer/Deed of Land

Form 1 — Land Registration Reform Act

Do Process Software Ltd. • (416) 322-8111

55552004

A

FOR OFFICE USE ONLY

LT207735 8

CERTIFICATE OF RECEIPT
CERTIFICAT DE RECIPISSE
PEEL (43) BRAMPTON

'00 MAY 26 AM 9 18

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 6 pages

(3) Property Identifier(s) Block 13303 - Property 0034 (LT) Additional: See Schedule ☐

(4) Consideration SEE LAND TRANSFER TAX AFFIDAVIT

TWO---------- Dollars $ 2.00

(5) Description This is a: Property Division ☐ Property Consolidation ☐

Parcel 5-11, Section 43-Toronto Township-2, N.D.S., being Part of Lot 5, Concession 2, North of Dundas Street, designated as Part 1 on Plan 43R-9075, City of Mississauga, Regional Municipality of Peel. Land Registry Office for the Land Titles Division of Peel (No. 43) at Brampton.

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(6) This Document Contains (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☒ Additional Parties ☐ Other ☒

(7) Interest/Estate Transferred
~~Fee Simple~~
EASEMENT

(8) Transferor(s) The transferor hereby transfers the land to the transferee ~~XXXX

SCHEDULE A

Legal Description of the Servient Tenement

P.I.N.: 13303-0034 (LT)

Parcel 5-11, Section 43-Toronto Township-2, N.D.S., being Part of Lot 5, Concession 2, North of Dundas Street, designated as Part 1 on Plan 43R-9075, City of Mississauga, Regional Municipality of Peel. Land Registry Office for the Land Titles Division of Peel (No. 43) at Brampton.

Legal Description of the Dominant Tenement

Part of Lot 10, Concession 3, East of Yonge Street, designated as Parts 15 to 20 on Plan 64R-14349, City of Toronto (formerly City of North York)

Contract No.

March 1, 2000

1315 Bough Beeches Boulevard Limited
5460 Yonge Street
Suite 204
Toronto, Ontario
M2N 6K7

In consideration of $2.00 received, **1315 Bough Beeches Boulevard Limited** (the "Owner") grants to Rogers Cable Inc. ("Rogers") access to the premises located at 1315 Bough Beeches Blvd., Mississauga, Ontario (the "Premises") being the servient tenement described in Schedule "A" to permit Rogers to provide communication services ("Communication Services") on the following terms and conditions:

1. Rogers will, subject to the Owner's reasonable rules and regulations, have access over the Premises to install, operate, remove, replace, supplement and maintain signal distribution and processing equipment ("Distribution System") necessary to provide Communication Services. In connection with such access, a portion of the Distribution System is, or will be located in a space designated by the Owner ("Equipment Space") and Rogers shall have access to the Equipment Space 24 hours a day, 7 days a week. Access to all other portions of the Premises shall be by appointment during normal business hours except for emergencies.

2. Rogers may connect the Distribution System to the electrical power source in the Premises. Rogers shall be responsible for electrical power costs exceeding a 15 amp service. Rogers will obtain the Owner's approval for the timing, methods and location of the installation work. Rogers agrees to use the access facilities designated by the Owner. The parties acknowledge that the access rights granted to Rogers are non-exclusive.

3. Rogers agrees to perform its work in a good and workmanlike manner, and further agrees to indemnify and save the Owner harmless from any damage to persons or property caused by reason of the improper installation, repair or maintenance of the Distribution System. Rogers will maintain a policy of general liability insurance in respect of personal injury or property damage arising from the operation of the Distribution System. The installation of the Distribution System will comply with all government requirements including fire and building code regulations.

4. Rogers is the owner of the Distribution System which will remain the property of Rogers and will not be or become a fixture despite any rule of law or equity to the contrary. This is not an agreement for the provision of Communication Services. Rogers and any other service providers (using another distribution system and granted access to the Premises by the Owner) shall have the right to provide Communication Services to the Premises solely on a direct subscriber pay basis while this agreement is in effect.

5. The term of this agreement shall commence on March 1, 2000 and shall run for an indefinite term which may be terminated by the Owner (a) at any time if, through no act of the Owner and force majeure causes excluded, Rogers ceases to provide Communication Services and (b) at any time without cause after February 28, 2007 unless the parties otherwise agree.

6. During the term of this agreement and thereafter for so long as Rogers is providing Communication Services, if the Owner receives a bona fide offer from a third party to market or provide, communication services similar to those available through Rogers to replace or supplement those services being provided by Rogers after the term of this agreement expires, the Owner shall provide Rogers with a copy of the third party offer (the "Notice"). Rogers shall have 10 days following receipt of the Notice to agree to provide comparable services on the terms described in the Notice, failing which, the Owner shall be free to enter into a binding contract with the third party to obtain such services on the terms set out in the Notice provided that Rogers' right to match herein shall be revived if the Owner fails to enter into such contract within 30 days. Rogers may elect to match the monetary equivalent to any non-monetary consideration offered by a third party who will be required to stipulate the monetary equivalent of any non-monetary consideration in its offer.

7. If any provision of this agreement is declared invalid such provision shall be deemed severed and shall not affect the remaining provisions. Delay in the performance by either party of their respective obligations under this agreement for reasons or circumstances beyond their reasonable control shall be excused for the period of such delay. This agreement is subject to the laws and regulations of the applicable regulatory authorities which shall prevail in the event of a conflict. The Owner has the authority to enter into this agreement.

8. Any notice or communication relating to this agreement will be in writing and sent by registered mail to the other party, delivered personally or transmitted by facsimile to the following addresses:

To:	1315 Bough Beeches Boulevard Limited 5460 Yonge Street Suite 204 Toronto, Ontario Facsimile: (416) 512-2438 Attn: Larry Furakawa	To:	Rogers Cable Inc. 855 York Mills Road Don Mills, Ontario M3B 1Z1 Facsimile: (416) 446-7416 Attn: Manager, Major Accounts

9. This agreement shall be registered on title to the Premises and enure to the benefit of and bind the Premises, the parties, their transferees, successors and assigns.

Please confirm your agreement to the foregoing by signing and returning the enclosed duplicate copies of this letter to the undersigned.

Rogers Cable Inc.

Per: _____
Name: TIM STIPIC
Title: Manager, MDU Sales

Per: _____
Name: Michael Krstajic
Title: Vice-President, Major Accounts, Ontario

I/We have the authority to bind the Corporation.

We agree to the foregoing this 1st day of March, 2000.

1315 Bough Beeches Boulevard Limited

Per: _____
Name: PETRC BERGUS
Title: PRESIDENT

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

APPROVED
AS TO FORM
SK
RCI LAW

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SCHEDULE A

Legal Description

P.I.N.: 13303-0034 (LT)

Parcel 5-11, Section 43-Toronto Township-2, N.D.S., being Part of Lot 5, Concession 2, North of Dundas Street, designated as Part 1 on Plan 43R-9075, City of Mississauga, Regional Municipality of Peel. Land Registry Office for the Land Titles Division of Peel (No. 43) at Brampton.

Do Process[illegible]e Ltd. • (416) 322-6111 55552004

Affidavit of Residence and of Value of the Consideration
Form 1 – Land Transfer Tax Act

Refer to all in[illegible]ctions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF *(insert brief description of land)* Parcel 5-11, Section 43-Toronto Township-2, N.D.S., being Part of Lot 5, Concession 2, North of Dundas St., designated as Part 1 on Plan 43R-9057, City of Mississauga, Regional Municipality of Peel, Land Registry Office for the Land Titles Division of Peel (No. 43) Brampton

BY *(print names of all transferors in full)* 1315 BOUGH BEECHES BOULEVARD LIMITED

TO *(see instruction 1 and print names of all transferees in full)* ROGERS CABLE INC.

I, *(see instruction 2 and print name(s) in full)* ROEY B. KERT

MAKE OATH AND SAY THAT:

1. I am *(place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)*

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized agent or solicitor acting in this transaction for *(insert name(s) of principal(s))* ROGERS CABLE INC. described in paragraph(s) (a), (b), (c) above; *(strike out references to inapplicable paragraphs)*
- ☐ (e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for *(insert name(s) of corporation(s))* _____ described in paragraph(s) (a), (b), (c) above; *(strike out references to inapplicable paragraphs)*
- ☐ (f) A transferee described in paragraph ( ) *(insert only one of paragraph (a), (b) or (c) above, as applicable)* and am making this affidavit on my own behalf and on behalf of *(insert name of spouse)* _____ who is my spouse described in paragraph ( ) *(insert only one of paragraph (a), (b) or (c) above, as applicable)* and as such, I have personal knowledge of the facts herein deposed to.

2. *(To be completed where the value of the consideration for the conveyance exceeds $400,000).*
I have read and considered the definition of "single family residence" set out in clause 1(1)(ja) of the Act. The land conveyed in the above-described conveyance

- ☐ contains at least one and not more than two single family residences.
- ☐ does not contain a single family residence.
- ☐ contains more than two single family residences. *(see instruction 3)*

Note: **Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of $400,000 where the conveyance contains at least one and not more than two single family residences.**

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. *(see instructions 4 and 5)* NONE

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	$ 2.00	
(b) Mortgages (i) Assumed *(show principal and interest to be credited against purchase price)*	$ Nil	
(ii) Given back to vendor	$ Nil	
(c) Property transferred in exchange *(detail below)*	$ Nil	
(d) Securities transferred to the value of *(detail below)*	$ Nil	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	$ Nil	
(f) Other valuable consideration subject to land transfer tax *(detail below)*	$ Nil	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX *(Total of (a) to (f))*	$ 2.00	$ 2.00
(h) VALUE OF ALL CHATTELS – items of tangible personal property *(Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1990, c.454, as amended)*		$ Nil
(i) Other consideration for transaction not included in (g) or (h) above		$ Nil
(j) TOTAL CONSIDERATION		$ 2.00

All Blanks Must Be Filled In. Insert "Nil" Where Applicable

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. *(see instruction 6)* SEE NO. 7 BELOW

6. If the consideration is nominal, is the land subject to any encumbrance? N/A

7. Other remarks and explanations, if necessary. EASEMENT FOR SERVICE – NO CONSIDERATION PASSING EITHER DIRECTLY OR INDIRECTLY

Sworn before me at the City of Toronto
in the Province of Ontario
this 23 day of May 2000

ROSETTA SODA OLIVER, a Commissioner, etc., City of Toronto, for Owens, Wright, Barristers and Solicitors. Expires September 29, 2001.

A Commissioner for taking Affidavits, etc.

ROEY B. KERT *signature(s)*

Property Information Record

A. Describe nature of instrument: TRANSFER OF EASEMENT

B. (i) Address of property being conveyed *(if available)* 1315 Bough Beeches Boulevard, Mississauga, Ontario

(ii) Assessment Roll No. *(if available)* 21 05 030 096 25000

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed *(see instruction 7)* 5460 Yonge Street, Suite 204, Toronto, Ontario, M2N 6K7

D. (i) Registration number for last conveyance of property being conveyed *(if available)* NOT AVAILABLE

(ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☐ Not known ☒

E. Name(s) and address(es) of each transferee's solicitor
Owens, Wright (Roey B. Kert)
20 Holly Street, Suite 401, Toronto, Ontario, M4S 3B1

For Land Registry Office Use Only	
Registration No.	
Registration Date	Land Registry Office No.

School Tax Support (Voluntary Election) **See reverse for explanation**

(a) Are all individual transferees Roman Catholic ? Yes ☐ No ☐
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters ? Yes ☐ No ☐
(c) Do all individual transferees have French Language Education Rights ? Yes ☐ No ☐
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established) ? Yes ☐ No ☐

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).

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