

A

FOR OFFICE USE ONLY

067242
LT 2067242
NEW PROPERTY IDENTIFIERS
11
EXECUTIONS
APR 27 PM 12 07
Additional See Schedule

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

(3) Property Identifier(s) Block 14051 - Property 0003 (LT) - Firstly
14051-0061 (LT) - Secondly Additional: See Schedule

(4) Consideration
TWO Dollars \$ 2.00

(5) Description This is a: Property Division Property Consolidation
 Firstly: Part of Lot 628, Plan 695, designated as Parts 9 and 10 on Plan 43R-5464, City of Brampton
 Secondly: Part of Lot 628, Plan 695, designated as Parts 1, 2 & 3 on Plan 43R-5464, City of Brampton
 Thirdly: Part of Block A, Plan E-23. As in Instrument Number RO700128, City of Mississauga
 Regional Municipality of Peel, Land Registry Office for the Land Titles Division of Peel (No. 43).
 Additional: See Schedule

(6) This Document Contains (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other (7) Interest/Estate Transferred ~~REAL ESTATE~~ EASEMENT

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

Name(s)	Signature(s)	Date of Signature Y M D
574199 ONTARIO INC.	Per: [Signature]	2000 04 02
I/We have authority to bind the Corporation.	Title: M. ZOLTY	
	Per: M. Kelly	2000 04 02
	Title: PRESIDENT	

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)	Signature(s)	Date of Signature Y M D

(10) Transferor(s) Address for Service: 2727 Victoria Park Avenue, Suite 1011, Agincourt, Ontario. M1T 1A6

(11) Transferee(s) Address for Service: 855 York Mills Road, Don Mills, Ontario, M3B 1Z1

Name(s)	Date of Birth Y M D
ROGERS CABLE INC.	

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

(15) Assessment Roll Number of Property: Multiple

(16) Municipal Address of Property: 370 Steeles Avenue E., Brampton
365 Kennedy Rd. S., Brampton and
2570-2590 Argyle Rd, Mississauga
Ontario

(17) Document Prepared by: ROEY B. KERT
Owens, Wright
20 Holly Street
Suite 401
Toronto, Ontario
M4S 3B1 (55552059/2060/2061)

Fees and Tax	
Registration Fee	[Signature]
Land Transfer Tax	NIL
Total	[Signature]

SCHEDULE A

Legal Description of the Servient Tenement

FIRSTLY: 370 Steeles Avenue East, Brampton

P.I.N.: 14051-0003 (LT)

Part of Lot 628, Plan 695, designated as Parts 9 and 10 on Plan 43R-5464, City of Brampton

SECONDLY: 365 Kennedy Road South, Brampton

P.I.N.: 14501-0061 (LT)

Part of Lot 628, Plan 695, designated as Parts 1, 2 & 3 on Plan 43R-5464, City of Brampton

THIRDLY: 2570 - 2590 Argyle Road, Mississauga

P.I.N.: 13355-0595 (LT)

Part of Block A, Plan E-23, As in Instrument Number RO700128, City of Mississauga

Regional Municipality of Peel, Land Registry Office for the Land Titles Division of Peel (No. 43).

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)

Date March 14, 2000

574199 ONTARIO INC.
c/o RANEE MANAGEMENT LIMITED
2727 Victoria Park Avenue, Suite 1011
Agincourt, Ontario
M1T 1A6

In consideration of \$2.00 received, 574199 ONTARIO INC. (the "Owner") grants to Rogers Cable Inc. ("Rogers") access to the premises located at 2570-2590 Argyle Road, Mississauga, Ontario and 370 Steeles Avenue East, Brampton, Ontario and 365 Kennedy Road South, Brampton, Ontario (collectively 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") and promote, market and provide Communication Services. The Owner will not endorse or prefer competitive products and services of other service providers over the Communication Services provided by Rogers. 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 April 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 excluded, Rogers ceases to provide Communication Services and (b) at any time without cause after April 1, 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 pay compensation in return for the right to market, promote and/or provide communications services similar to those available through Rogers, which is to take effect after April 1, 2007 to replace or supplement those services being provided by Rogers, 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: 574199 ONTARIO INC.
c/o RANEE MANAGEMENT LIMITED
2727 Victoria Park Avenue, Suite 1011
Agincourt, Ontario, M1T 1A6
Facsimile (416) 756-2399
Attn: Mr. M. Zolty

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.

We agree to the foregoing this 2 day of April, 2000.

Rogers Cable Inc.

Per: [Signature]
Name: Michael Kravitz
Title: Vice-President, Major Accounts, Ontario

Per: [Signature]
Name: Heather Brady
Title: Manager, MDU Sales

I/We have the authority to bind the Corporation.

574199 ONTARIO INC.

Per: [Signature]
Name: M. ZOLTY
Title: PRESIDENT

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

APPROVED
AS TO FORM
SIC
RCI L.A.

SCHEDULE A

Legal Description of the Servient Tenement

FIRSTLY: 370 Steeles Avenue East, Brampton

P.I.N.: 14051-0003 (LT)

Part of Lot 628, Plan 695, designated as Parts 9 and 10 on Plan 43R-5464, City of Brampton

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THIRDLY: 2570 - 2590 Argyle Road, Mississauga

P.I.N.: 13355-0595 (LT)

Part of Block A, Plan E-23, As in Instrument Number RO700128, City of Mississauga

Regional Municipality of Peel, Land Registry Office for the Land Titles Division of Peel (No. 43).

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

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Firstly: Pt. of Lot 628, Plan 695, Pts 9 and 10, Plan 43R-5464; Secondly: Pt. of Lot 628, Plan 695, Pts. 1, 2 and 3, Plan 43R-5464; Thirdly: Pt. of Block A, Plan E-23; Regional Municipality of Peel, Land Registry Office for the Land Titles Division of Peel (No. 43)

BY (print names of all transferors in full) 574199 ONTARIO INC. 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.

(e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for (insert name(s) of corporation(s)) described in paragraph(s) (X) (X) (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)(a) of the Act. The land conveyed in the above-described conveyance contains at least one and not more than two single family residences. 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) Money 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. 1980, 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

Sworn before me at the City of Toronto in the Province of Ontario this 11th day of April 2000. [Signature] ROEY B. KERT signature(s)

Property Information Record: (a) Describe nature of instrument: TRANSFER OF EASEMENT (b) Address of property being conveyed: 370 Steeles Ave. East, Brampton, Ontario, 365 Kennedy Rd. South, Brampton and 2570-2590 Argyle Rd., Mississauga, Ontario (c) Assessed Roll No.: Multiple (d) Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed: 2727 Victoria Park Avenue, Suite 1011, Agincourt, Ontario M1T 1A6 (e) Registration number for last conveyance of property being conveyed: NOT AVAILABLE (f) Legal description of property conveyed: Same as in D (i) above Yes No Not known (g) Name(s) and address(es) of each transferee's solicitor: Owens, Wright 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). 0449D (90-09)