

Agreement between Bell Canada ("Bell") and- Metropolitan Toronto Condominium Corporation No 1339 (the "Corporation") located at 119/139 Merton St, Toronto, Ontario M4S 3G5/3G7 Authorizing Bell to Install and Operate VDSL Telecommunications Equipment and use In-Building Wire At Building Locations Specified in Schedule "A"

Bell and the Corporation jointly recognize that, in order to provide unit owners and other building occupants with the high quality telecommunications services which such unit owners and occupants expect in buildings owned or controlled by the Corporation, Equipment ("the Equipment") may be required to be installed in the Main Terminal Room ("MTR"), pop or elsewhere in the Buildings, as the case may be, by Bell. Therefore, the Corporation hereby authorizes Bell to install and maintain the Equipment and to use In-Building Wire under the control and responsibility of the Corporation in the Buildings to provide telecommunications services (the "Services") to unit owners and other occupants of the Buildings. The addresses of the buildings ("the Buildings") and a list of the Equipment and the In-Building wire and its location in each of the Buildings is provided in Schedule "A" attached hereto.

The parties agree that nothing in this agreement will be construed or interpreted to restrict the provision by Bell of telecommunications services to unit owners and other occupants in the Buildings utilizing the Equipment. Notwithstanding the foregoing, the parties hereto acknowledge and agree that this Agreement does not permit any additional Equipment to be installed, operated or maintained, beyond the Equipment specified in Schedule "A", as revised from time to time by mutual agreement.

In the event Bell intends to install additional Equipment in any of the Buildings, Bell shall provide the Corporation advance notification of any such additional Equipment Bell may require to install in the Building. Each time Bell contemplates the installation of additional Equipment, it will submit a request to add such new Equipment which will include the location of the Building, a description of the additional Equipment and will specifically identify its location within the Building, for approval by the Corporation in the form of an amended Schedule "A". Upon approval, the Corporation will return an executed copy for Bell's records, at which time the process described in item 2 below can proceed.

The parties hereto acknowledge and agree that this agreement is effective as of the Effective Date shown above and it expires on May 30, 2014. This agreement may be extended upon mutual agreement of both parties.

1. (a) The Corporation authorizes Bell

(i) To operate, maintain, replace, remove, and subject to section 2, below, install at Bell's sole expense and risk, the Equipment, located in the MTR of the Buildings and, if applicable, the pop Area (as specified by the Corporation) for the purpose of providing the Services to unit owners or other occupants. Bell Equipment shall be specified in Schedule "A" which may be modified from time to time in accordance with section 2 hereof;

(ii) For the term of this agreement and any extension thereof, to have access to and use at no charge In-Building wiring provided by the Corporation that runs from the Main Terminal

Room to each unit in the Building for the purpose of providing Services to the unit owners and other occupants; and

(iii) For the term of this Agreement and any extension thereof, and subject to the Corporation's obligations under the Personal Information Protection and Document Act, Bell shall be entitled to market and promote the services in the Building to the units owners, occupants and residence of the Building, which activities may include, but are not limited to, displaying, distributing, or posting promotional information or information packages about Bell's Services in and around the Building with the prior written consent of the Board, which may be unreasonable withheld, and in locations approved by the Board. No door-to-door solicitation. All marketing, solicitation and promotion is subject to the prior approval by the Corporation, which approval shall not be unreasonably withheld or delayed. Nothing in this agreement limits Bell's right to market or advertise Bell's services in a manner that is not specific to the Building (including, without limitation telemarketing, mail campaigns and email/online marketing).

(b) The Corporation hereby reserves the sole right to grant, renew or extend similar rights to other parties;

(c) Bell agrees, without compensation, to temporarily remove or relocate its equipment during any period when repairs or replacement of the common elements are required to be carried out by the corporation. The Corporation agrees to carry out any such repairs in a diligent and timely manner so as to enable Bell to replace its equipment in the same location following the repairs or replacement of the common elements by the Corporation.

2. (a) Bell shall, at its sole cost and expense, repair any damage to the Buildings where such damage is caused by Bell, its subcontractors and those for whom it is in law responsible in relation to the installation, operation, maintenance or removal of equipment or facilities governed by this Agreement;

(b) Bell agrees to comply with all reasonable rules and regulations as adopted and amended by the Corporation from time to time, and generally applicable to licensees and other contractors in the Buildings.

3. Notwithstanding the foregoing, Bell employees must check-in with building security, show a photo-ill and obtain the necessary authorizations every time they enter the Buildings prior to accessing their work area. The Corporation, acting reasonably, will allow Bell's employees access to the Buildings seven (7) days a week, twenty four (24) hours a day, subject to the Corporation's security requirements.

4. Bell shall indemnify the Corporation from and against all actions, suits, claims, damages, expenses, costs and liabilities (a "Claim") as a result of any damage to the Buildings or injury to or death of any person at the Buildings or damage to or destruction or loss of property at the Buildings resulting from installation, operation, maintenance or removal of the Equipment, in the MTR. POP Area or building communications spaces by Bell, its subcontractors, and those for whom it is responsible in law except to the extent a Claim results from the negligence or willful misconduct of the Corporation, its employees, agents, contractors or those other persons for whom the Corporation is in law responsible.

5. The parties hereto acknowledge and agree that Bell and its operations are subject to compliance with the f orders, decisions, rules, regulations, license and directions (collectively "the Order") of the Canadian i Radio-Television and Telecommunications Commission "CRTC") and its successors as they exist or are

created from time to time during the term of this Agreement, and any other regulatory bodies having jurisdiction. In the event an Order is issued which appears, in Bell's reasonable opinion, to impinge upon Bell's ability to comply with the terms of this Agreement. Bell may at its option, propose revisions to give effect to such Order, or terminate this Agreement upon thirty (30) days written notice.

In the event of termination of this Agreement upon notice by Bell, the parties agree that prior to the expiration of the thirty (30) day period they will use their reasonable best efforts to reach an agreement with respect to the location and operation of Equipment by Bell in the Buildings for the purposes of providing the Services to Bell's customers contemplated by this Agreement, on such terms and conditions as the parties may mutually agree upon.

6. This Agreement shall not be assigned by Bell without the prior consent of the Corporation which consent shall not be unreasonably withheld in the case of assignment by Bell to an affiliate of Bell.

7. If Bell defaults in any of its material obligations contained herein including its obligation to ensure that the Bell Equipment does not interfere with any existing telecommunications system in the building, and such default is not corrected within ten (10) days after written notice to Bell, the Corporation shall have the right to terminate this Agreement without further notice or compensation to Bell. Upon termination, at the Corporation's option, Bell shall be required to remove its Equipment from the MIR, pop Area and building communications spaces and restore the affected parts of the Building(s) to its original condition to the reasonable satisfaction of the Corporation.

8. INSURANCE

Throughout the Term of this Agreement, Bell, at its sole cost and expense, shall take out and keep in full force and effect comprehensive general liability insurance, including but not limited to personal injury liability, contractual liability and owners' and contractors' protective insurance coverage with respect to Bell's use of the Building or any portion thereof; such coverage shall include the activities and operations conducted by Bell and any other person(s) performing work on behalf of Bell or on whose behalf Bell is in law responsible. Such policy shall be written with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for each occurrence involving bodily injury, death or property damage, and name the Corporation as an additional insured limited to the negligence of Bell and those over which it is responsible in law. Upon request of the Corporation, Bell will provide the Corporation with current certificates of insurance evidencing that the required coverage is in full force.

9. NOTICE

Any notice required or permitted to be given hereunder or any tender of delivery of documents may be sufficiently given by the personal delivery or by facsimile transmission, to Bell to the following address:

Any such notice shall be deemed to have been received by the Corporation or Bell, as the case may be, on the fifth (5) business day after the date on which it shall have been so mailed. Such notice, if hand delivered, shall be

conclusively deemed to have been given and received at the time of such delivery. Such notice, if sent by facsimile, shall be deemed to have been given and received by the addressee when actually transmitted by the sender, provided that such transmission was made during normal business hours, with receipts or other verifications of such transmission.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings whether written or oral relative to the subject matter hereof. Except as otherwise specifically set forth in this Agreement, neither party makes any representation or warranty express or implied, statutory or otherwise to the other. This Agreement may not be amended or modified except by a written instrument executed by both parties.

II. GOVERNING LAW

This Agreement shall be governed by the laws of the province where the Buildings are located or if applicable, the laws of Canada. I

12. FURTHER ASSURANCES

Each of the parties agrees from time to time hereafter and upon any reasonable request of any other party, to make or cause to be made all such further acts, deeds, assurances and things as may be required to more effectually implement the true intent of this Agreement Corporation shall not use Bell's logo, trademarks, trade names or any other intellectual property without the prior written consent of Bell.

13. NO EXCLUSIVITY

Bell acknowledges and agrees that nothing in this Agreement shall be construed or interpreted as granting to Bell any exclusive rights or privileges in the Buildings to the exclusion of any other third parties.

14. CONFIDENTIALITY

Bell and the Corporation (in its own capacity and in its capacity as agent of any third parties) recognize that the unauthorized disclosure of information provided by Bell to the Corporation pursuant to this Agreement concerning Bell's Equipment would result in competitive harm to Bell. The parties therefore agree that the confidentiality of information provided by Bell to the Corporation concerning Bell's Equipment, services and customers will be protected by the Corporation and that any information concerning Bell's Equipment, services and customers provided by Bell to the Corporation pursuant to this Agreement will solely be used by the Corporation for the purpose of assisting the Corporation in relation to the management of space in the MTR and/or POP, and telecommunications pathways as the case may be. Without restricting the generality of the foregoing, the Corporation shall use its reasonable best commercial efforts to not disclose the information provided by Bell, pursuant to this Agreement to any competitor of Bell and shall not make use of this information for any competitive purposes whatsoever. This section 14 shall survive termination or expiration of this Agreement

15. CONDOMINIUM ACT

Bell has the right to remove its Equipment within sixty (60) days after the expiration or termination of the Agreement failing which the Equipment shall be deemed to have been abandoned in accordance with Section 22(13) of the *Condominium Act*. 1998.

16. TERMINATION

Metropolitan Toronto Condominium No. 1339 shall have the option to terminate this Agreement with thirty (30) days written notice upon the occurrence of any of the following conditions, provided that the condition remains uncorrected by Bell ten (10) days after written notice of the condition:

- a) The Equipment or any of Bell's activities relating to this Agreement is the sole cause of any, interference with any existing telecommunications systems within the condominium building including telephone systems and existing cable television systems; or
- b) The installation of Bell's Equipment or the activities of Bell relating to this Agreement is the sole cause of any adverse effect upon the common elements. The Condominium Corporation, acting reasonably, shall in its sole discretion determine whether or not there has been an adverse effect upon the common elements which is solely caused by Bell Canada. An adverse effect upon the common elements may include, but is not limited to, an adverse effect upon the appearance of the condominium property.

The terms and conditions of this Agreement are hereby accepted by:

METROPOLITAN TORONTO CONDOMINIUM CORPORADON NO 1339

The terms and conditions of this Agreement are hereby accepted by: **BELL CANADA**