

TELECOMMUNICATION AND BUILDING ACCESS LICENSE - EXISTING RENTAL BUILDINGS

This License is made as of the date last signed by both parties below (the "Effective Date").

In consideration of the mutual rights and obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) Bell Canada and Graydon Hall Heights (the "Owner") agree as follows:

1. Owner hereby grants to Bell Canada and the Affiliates of BCE Inc. ("Affiliates" as defined in the *Canada Business Corporations Act*, as amended), including without limitation, those for whom Bell Canada is responsible in law (hereinafter, collectively referred to as "Bell"), at no cost to Bell, a non-exclusive right and license to:
 - i. enter on and gain access in, over or under the existing multi-unit dwelling building(s) described in Schedule "A" (each individually, the "Building" and the common elements and other common areas of the Building, including without limitation, access to and use of one or more rooms or other segregated, enclosed spaces in the Building (the "Equipment Space(s)"). as needed and mutually agreed upon by the parties, acting in good faith, which is suitable to house or store the Equipment (as defined below) having adequate power supply and adequate natural or artificial ventilation for the proper operation of the Equipment;
 - ii. use In-Building Wire ("In-Building Wire" as defined by the *Canadian Radio- Television Commission* (the "CRTC") in Decision 99-10) or cabling owned or controlled by Bell, the Owner or any third party; and
 - iii. make available and provide telecommunications and other communication services (collectively the "Bell Services") to local exchange carriers, tenants, invitees or residents of the Building (the "Occupant(s)").

Nothing in this License shall be construed or interpreted as granting Bell any exclusive right, license or privilege in or to the Building relating to access or installation rights, to the exclusion of any other third parties. Except in the case of emergencies, all rights of access granted and uses permitted herein shall be available to Bell during normal service hours, three-hundred and sixty-five (365) days per year subject to Bell providing reasonable notice to the Owner or its agent of its intention to enter the Building for the purposes of this License.

2. Subject to the Owner's obligations under the Personal Information Protection and Electronic Documents Act, as amended, the Owner shall provide to Bell the names and addresses of the Occupants as per the Owner's register for the purposes of Bell marketing and promoting Bell's Services. Bell may only display, distribute or post promotional information or information packages about Bell Services in and around the Building with the prior written consent of the Owner, which consent shall not be unreasonably withheld or delayed. No door-to-door solicitation is allowed without the prior consent of the Owner. All Bell marketing, solicitation and promotion is subject to prior approval by the Owner. 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).
3. "Equipment" includes but is not limited to any Bell equipment, In-Building Wire, infrastructure or otherwise, which is necessary and incidental to enable and deliver Bell Services to Occupants. The right and license in Section 1 includes Bell's right to construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace its Equipment in the Building. Nothing herein limits Bell's ability to change, alter or replace the Equipment with new or different equipment to provision the Bell Services. Equipment excludes: conduit, individual receiver - decoders, whether VOSL or otherwise, or any other equipment that can be individually addressed either electronically or manually by Bell (each an "IRD"), which will be sold or rented to Occupants by Bell or any other authorized sales agent. Owner shall allow Bell to gain access to the Building for the purpose of picking up any IRD no longer required by an Occupant.
4. Bell shall, at its own cost (i) ensure that all Equipment is installed in accordance with all 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 Equipment Installed by Bell during the Term, although each individual Occupant may incur charges (at Bell's then applicable rates) relating to post-installation activities specific to such Occupant's in-suite requirements. The Equipment will remain the property of Bell at all times, and will not become a fixture despite any legal principle to the contrary. Owner agrees that it has no legal or equitable ownership interest in the neither the Equipment nor any of the items reasonably contemplated by Section 3 above and shall not make any claim to the contrary.
5. Nothing in this License limits the Owner's right to repair any common elements of the Building; provided that where any such repair may affect Bell's Equipment, the Owner shall: (i) provide Bell with reasonable advance written notice to allow for Bell to adjust and/or move its Equipment before the repairs are made; and (ii) reimburse Bell for all reasonable costs Bell incurs as a result of any material relocation or adjustment.
6. Each party represents and warrants that (1) it has full right, power and authority to enter into and perform its covenants and obligations in this License; (2) It is under no obligation, statutory, contractual or otherwise, which could prevent or interfere with the complete performance of its covenants and obligations herein; and (3) it is validly organized and existing under the name indicated on this License. Owner further represents and warrants that no Building Rule or By-law is in force that would prevent or limit either party from entering into this License. Bell further covenants to repair, at its sole expense, any damage to the Building or the Equipment Space where the damage is caused by Bell, and those for whom it is responsible in law, (normal wear and tear excepted).
7. Despite anything contained herein to the contrary, Bell Canada will be liable for and 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 or omission relating to Bell Canada's use and occupation of the Equipment Space or the Building, provided that Bell Canada will not be required to indemnify the Owner Indemnitees to the extent any such Losses are caused by any negligent or willful act or omission of any of the Owner Indemnitees. Notwithstanding anything else contained herein to the contrary, in no event will Bell be liable for or indemnify and save harmless any of the Owner Indemnitees from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages. This Section shall survive the expiration or termination of this License.

8. The term of this License is effective as of the Effective Date and shall continue to run for a period of ten (10) years from the Effective Date (the "Term."). Unless a party provides the other party hereto with written notice of its intention not to renew this License at least one hundred and eighty (180) days prior to the expiration of the Term or Renewal Term (as defined below), this License shall automatically renew for successive one (1) year renewal terms (the "Renewal Term") on the terms and conditions herein. Either party may terminate this License: i) for a material breach hereof, where such breach is not cured within thirty (30) days of receipt of written notice by the other party of such breach; or ii) immediately, in the event of bankruptcy, reorganization, assignment, petition or appointment of a trustee or such other act of insolvency of the other party. Upon expiry or termination of this License, Bell shall be allowed thirty (30) days to remove the Equipment. If the action of a governmental agency requires modification of Bell's Services, or the terms in which they are provided, which is inconsistent with the terms of this License or impairs Bell's ability to provide Bell's Services in an economical and technically practical fashion, Bell may terminate this License upon thirty (30) days' written notice to the Owner.
9. 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 transmission to each party at the addresses listed below:

To Bell Canada:

To the Owner:

1 Dundas St. West, 29
Toronto, Ontario
M5G 1Z3

20 Graydon Hall Drive
Toronto, ON
M3A 2Z9

Fax:

Fax:

Attn: VP VDSL Sales

Attn.:

with a copy to Bell Canada's Legal
Department

Notices shall be deemed to have been received by the Owner or Bell, 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, or (iii) the date and time of transmission in the case of facsimile, provided that such transmission was made during normal business hours, with receipts or other verifications of such transmission.

10. This License and any Schedules attached hereto will be governed by the laws of the Province of Ontario and the applicable laws of Canada therein, excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction. This License is subject to all applicable federal, provincial and local laws and regulations, and rulings and orders of governmental agencies, including, but not limited to, the Telecommunications Act, as amended, the Broadcasting Act, as amended, or the CRTC. Should any provision of this License conflict with a Schedule attached hereto, the provision of this License shall prevail.
11. The Owner and Bell Canada acknowledge and agree that this Agreement pertains to each separate Building listed on Schedule "A". Each Building has a separate municipal address. Where applicable, the terms and conditions of this Agreement shall be interpreted by the parties and by any third party adjudicator as if such terms and conditions apply to each Building separately from the other Buildings listed on Schedule "A". For greater certainty, in the event that this Agreement is terminated (whether pursuant to the terms of this Agreement or otherwise) prior to the expiry date as noted herein, with respect to anyone Building listed on Schedule "A", the terms and conditions of this Agreement shall remain in full force and effect, unamended in respect of the remaining Buildings listed on Schedule "A".
12. This License constitutes the entire agreement of the parties and supersedes all prior agreements and understandings on the subject matter hereof. Except as provided in Section 6, neither party makes any representation or warranty express or implied, statutory or otherwise to the other. None of the rights and obligations contained herein may be assigned or transferred by the Owner without the prior written consent of Bell. If any provision of this License is found to be invalid, illegal or unenforceable, the other provisions of this License 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.

In witness thereof the parties through their duly authorized representatives have executed this License as of the Effective Date.

BELL CANADA

I/We have the authority to bind the Corporation

I have authority to bind the Corporation

Name:

Name:

Title: Property Manager

Title: Vice President VDSL Sales

Date: the 19th day of April, 2005

Date: the 19th day of April, 2005

Schedule "A"

Address and Description of Building

A. For the Building:

This License applies to the following Building(s):

20 Graydon Hall, Toronto, ON M3A 2Z9 (*being the legal description and municipal address of each Building*)