



*Telecommunications Access Agreement*

Effective Date: June 28, 2005 (the "Effective Date")

Agreement between Bell Canada ("Bell") and Metropolitan Toronto Condominium Corporation No. 1284 (the "Corporation") - 750 Bay Street, Toronto, Ontario M5G 2M4 (the "Building")

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 Owner jointly recognize that, in order to provide Unit Owners and other occupants in the Building (the "Occupants") with the high quality telecommunications services which such 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"), or elsewhere in the Building, 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 Building to provide telecommunications services (the "Services") to the Occupants. A list of the Equipment and the In-Building wire and its location in each of the Building 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 Occupants 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 Equipment in any of the Building, Bell shall provide the Corporation advance notification of any such Equipment Bell may require to install in the Building and shall obtain the Corporation approval for such installation in the MTR. 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 installation of the Equipment in accordance with the terms and conditions of this Agreement may proceed.

The parties hereto acknowledge and agree that this Agreement 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"). This Agreement may be extended upon mutual agreement of both parties.

1. (a) The Corporation Authorizes Bell:
  - (i) To operate, maintain, replace, remove, and install at Bell's sole expense and risk, the Equipment, located in the MTR of the Building and, if applicable, the point of presence ("POP") Area (as specified by the Corporation) for the purpose of providing the Services to the Occupants. Bell Equipment shall be specified in Schedule "A" which may be modified from time to time;
  - (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 or any third party that runs from the Main Terminal Room to each unit in the Building for the purpose of providing Services to the Tenants and other occupants which access; and use is permitted by and in



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accordance with all CRTC regulations (including regulations pertaining to applicable charges, if any); and

- (iii) For the Term of this Agreement and any extension thereof, to market and promote the Services in the Building to the Occupants, which activities may include, but are not limited to displaying, distributing or posting promotional information or information packages about Bell Services in and around the Building with the prior written consent of the Board, which may be unreasonably held, and in locations approved by the Board. No door to door solicitation is allowed without the Corporation's prior written consent.
  - (b) Despite the foregoing, nothing in this Agreement limits Bell's right to generally market or advertise Bell Services in a manner that is not specific to the Building (including, without limitation, telemarketing, mail, campaigns, and email/on-line marketing). The Corporation hereby reserves the sole right to grant, renew or extend similar rights to other parties.
  - (c) Bell covenants and agrees to keep the Equipment in a state of repair in accordance with Bell standards which includes without limitation, using high quality, safe and durable materials in accordance with all relevant manufacturer and industry requirements, specifications, standards and regulations including without restriction, fire and building code requirements.
2.
  - (a) Bell shall, at its sole cost and expense, repair any damage to the Building 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;  
  
Bell warrants that Bell's Equipment will not interfere with the existing telecommunications system(s) installed in the Building.
  - (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 Building.
3. Notwithstanding the foregoing, Bell employees must check-in with Building security, show a photo-ID and obtain the necessary authorizations every time they enter the Building prior to accessing their work area. The Corporation, acting reasonably, will allow Bell's employees access to the Building seven (7) days a week, twenty four (24) hours a day, subject to the Corporation's security requirements.
4. Bell agrees, without compensation and upon receiving sixty (60) days prior written notice from the Corporation, to temporarily remove or relocate its Equipment during any period when repairs or replacement to 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.
5. 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 Building or injury to or death of any person at the Building or damage to or destruction or loss of property at the Building 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. In no event shall any party be liable to



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any other party for any consequential damage, economic loss, loss of profits, indirect damage or for any punitive, special or exemplary damages of any kind whatsoever. This Section shall survive the expiration or termination of this Agreement.

6. The parties hereto acknowledge and agree that Bell and its operations are subject to compliance with the orders, decisions, rules, regulations, license and directions (collectively the "Order") of *the Canadian 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 resulting from an Order, 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 Building 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.

7. 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.
8.
  - (a) 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 telecommunication 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.
  - (b) Upon expiration or termination of this Agreement, Bell shall be required to move its Equipment from the MTR, 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 within thirty (30) days from the effective date of expiration or termination. If Bell fails to remove the Equipment within thirty (30) days after the termination, the Equipment shall be deemed to have been abandoned in accordance with Section 22(13) of the *Condominium Act, 1998*.

## 9. 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. Upon request of the Corporation, Bell will provide the Corporation with current certificates of insurance evidencing that the required coverage is in full force.

## 10. 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:



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Attention: Property Manager - 750 Bay Street, Toronto, Ontario M5G 2M4  
Telephone:

Bell contact MDU Account Management - 1 Dundas Street West, Toronto, Ontario M5G 1Z3 4  
Telephone: FAX

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.

11. 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.

12. GOVERNING LAW

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

13. 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. Neither party may use the other party's logo, trademarks, tradenames or any other intellectual property without the prior written consent of that party.

14. 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 Building to the exclusion of any other third parties.

15. 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



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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.

16. Bell has the right to remove its Equipment upon expiration or termination of the Agreement, and restore the effected parts of the Building(s) to its original condition to the reasonable satisfaction of the Corporation. If Bell fails to remove the Equipment within thirty (30) days after the termination, the Equipment shall be deemed to have been abandoned in accordance with Section 22(13) of the *Condominium Act, 1998*.

17. Bell will fully comply with its obligations under all applicable privacy laws including the *Personal Information Protection and Electronic Documents Act*, and in accordance with its privacy policy, with respect to the collection, use and disclosure of personal information relating to owners and residents of the Corporation.

The terms and conditions of this Agreement are hereby accepted by ("the Corporation")

Per: \_\_\_\_\_  
Name:  
Authorized Signing Officer

Per: \_\_\_\_\_  
Name:  
Authorized Signing Officer

The terms and conditions of this Agreement are hereby accepted by Bell Canada

Per: \_\_\_\_\_  
VP – MDU Account Team