

Telecommunications Access Agreement

Affective date: August 12, 2004

Agreement between Bell Canada ("Bell") and Metropolitan Toronto Condominium Corporation #1227 (the corporation") authorizing Bell to install and operate telecommunications equipment and use in-building wire at building locations specified in Schedule "A" (the "Building").

ell and the Corporation jointly recognize that, in order to provide Unit Owners (the "Owners") and other occupants in e Building with the high quality telecommunications services which such Owners and occupants expect in the building owned or controlled by the Corporation, equipment as described in Schedule "A" hereto (the "Equipment") ay be required to be installed in the Main Terminal Room ("MTR"), Point of Presence ("POP") or elsewhere in the building, as the case may be. by Bell, The Corporation hereby authorizes Bell to install and maintain the Equipment Id to use in-building wire under the control and responsibility of the Corporation in the Building to provide telecommunication services (the "Services") to Owners of the Building, A list of the Equipment and the in-building ire and its location in the Building is provided in Schedule" A" attached hereto.

1) The parties agree that nothing in this Agreement will be construed or interpreted to restrict the provision by Bell of telecommunication or other communications services to Owners. 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", unless revised in writing from time to time by mutual agreement.

2) In the event Bell wishes to install additional Equipment in the Building, Bell shall obtain written consent from the ~ Corporation with respect to the installation, operation and maintenance of any such additional Equipment Bell may wish to install in the Building, which consent shall not be unreasonably withheld or delayed. Each time Bell contemplates the installation of additional Equipment, it will submit a request to add such new Equipment, which will include 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 section "3", sub-section "2" below can proceed.

3) The parties hereto acknowledge and agree that this Agreement is effective as of the Effective Date shown above and expires on August 31, 2014. This Agreement may be amended upon mutual agreement of both parties.

4) (a) The Corporation authorizes Bell for the term of this Agreement and any extension thereto:

(i) To operate, maintain, replace, remove and - subject to Section "5(a)" below -install at Bell's sole expense and risk the Equipment, located in the MTR of the Building and, if applicable, the POP Area (as , specified by the Corporation) for the purpose of providing the Services to Owners;

(ii) To have access to and use at no charge, existing in-building wiring -which Bell accepts on a where-is/as-is basis -provided by the Corporation. and which runs from the MTR to each unit in the Building, solely for the purpose of providing Services to Owners.

(iii) To market the Services to Owners by means of (3) three consecutive information/demonstration meetings. to be held 3t an on-site location to be determined by the Corporation, and the distribution of promotional material through the Building's Management Office. No door-to-door solicitation will be allowed. Notwithstanding the foregoing. the Corporation shall not provide any information regarding Owners to Bell. except to the extent necessary to install, operate and maintain the Equipment Bell further agrees not to use such information for any other purpose whatsoever in accordance with Bell's published privacy policy available at www.bell.ca.

(iv) Despite subsection (iii) above, nothing herein limits Bell's right to generally market or advertise Bell's Service to the Building in a manner that is not specific to the Building (including, without limitation, telemarketing, mail campaigns and email/on-line marketing).

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

5. (a) Bell shall, at its sole cost and expense, repair any damage to the Building where such damage is caused by Bell, its sub-contractors and those for whom it is in law responsible in relation to the installation, operation, maintenance, replacement or removal of Equipment governed by this Agreement;

(b) Bell agrees to at all times comply with (i) the Declaration, By-laws and Rules as adopted and amended from time to time by the Corporation, and (ii) any applicable laws;

(c) Bell agrees to -without compensation and upon receiving thirty (30) days prior written notice from the Corporation -temporarily remove or relocate the Equipment during any period when repairs or replacement to the common elements of the Building are required to be carried out by the Corporation provided that the parties make every reasonable effort to ensure continuity of service to Owners or occupants. The Corporation agrees to carry out any such repairs in a diligent and timely manner so as to enable Bell to re-install the Equipment in the same location without undue delay.

6. Notwithstanding the foregoing, Bell employees must always sign in with Building security, show a photo ID and obtain the necessary authorization from property management 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.

7. Bell shall indemnify and hold harmless 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 of property at the Building resulting from installation, operation, maintenance or removal of the Equipment, in the MTR, POP area or Building by Bell, its sub-contractors, 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 any other party for any indirect or consequential damages, or economic loss of any kind whatsoever.

8. 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 to the Corporation amendments to this Agreement to give effect to such Order, which the Corporation may either accept or decline and terminate the Agreement with no cost to it, or Bell may terminate this Agreement upon thirty (30) days written notice.

9. In the event of termination of this Agreement upon thirty (30) days written notice by Bell or the Corporation 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 purpose of providing the Services to Bell's customers contemplated by this Agreement, on such terms and conditions as the parties may mutually agree upon.

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

11. If Bell defaults in any of its material obligations contained herein, including its obligation to ensure that the Bell's 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 obligation to Bell. Upon expiration or termination of the Agreement, Bell shall be required to remove its Equipment from the MTR POP area and Building communications spaces, and restore the affected parts of the Building to their original condition to the reasonable satisfaction of the Corporation, within thirty (30) days from the effective date of expiration or termination.

12. 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. Bell will provide the Corporation with current certificate of insurance evidencing that the required coverage is in full force.

13. 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 (5th) 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. If sent by facsimile, the notice shall be deemed to have been given and received by the addressee when actually transmitted by the sender, provided that such transmission was made between Monday and Friday from 9:00 a.m. to 5:00 p.m. Eastern Time.

14. 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.

15. GOVERNING LA W -This Agreement shall be governed by the laws of the Province of Ontario or, if applicable, the laws of Canada.

16. 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, trade names or any other intellectual property without the prior written consent of the other party.

17. 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.

18. 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 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 and services pursuant to this Agreement will solely be used by the Corporation for the purpose of assisting it 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 efforts to not disclose the information provided by Bell to any competitor of Bell and shall not make use of the information for any competitive purposes whatsoever. This section shall survive termination or expiration of this Agreement.

19. EQUIPMENT -Bell has the right to remove the Equipment upon expiration or termination of the Agreement. If Bell fails to do so within thirty (30) days after expiration or termination the Equipment will be deemed to have been abandoned in accordance with section 22 (13) of the Condominium Act 1998.

20. PRIVACY -Bell will fully comply with the obligations under all applicable privacy laws, including the *Personal Information Protection and Electronic Documents Act*, and in accordance with Bell's published privacy policy available at www.bell.ca with respect to the collection, use and distribution of personal information relating to Owners and residents of the Corporation.