

Effective Date: June 29, 2004

Agreement between Bell Canada ("Bell") and Carleton Condominium Corporation No. 17 (the "Corporation")

Authorizing Ben to install and Operate VDSL Telecommunications Equipment and use In-Building Wire At Building Locations Specified in Schedule A

Bell and the Corporation agree, that in order for Bell to provide building occupants with the telecommunications and other communication services (collectively the "Bell Services"), equipment ("the Equipment") may be required to be installed in the Main Terminal Room ("MTR"), pop or elsewhere in the Buildings, as approved by the Corporation in writing. Therefore, the Corporation hereby authorizes Bell to install and maintain the Equipment approved in schedule 'A' hereto and to use In-Building Wire under the control and responsibility of the Corporation in the Buildings to provide telecommunications services (the "Services") to occupants of the Buildings. The addresses of the buildings ("the Buildings") and a list of the approved Equipment and the In-Building wire and its location in each of the Buildings are provided in Schedule "A" attached hereto.

The parties agree that nothing in this Agreement will be construed or interpreted to unreasonably restrict the provision by Bell of the "Bell Services" to 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 may be revised from time to time by mutual written 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 expires on June 29, 2014. This agreement may be extended upon mutual written agreement of both parties.

1. (a) The Corporation authorizes Bell

(i) To operate, maintain, replace, remove, and, install, subject to section 2, below, 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 occupants. Bell Equipment shall be specified in Schedule "A" which may be modified in writing 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 occupants;

(iii) Bell may connect the Equipment to the electrical power source in the Premises. Bell shall be responsible for electrical power costs exceeding a 15 amp service. Bell will

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obtain the Corporation's approval for the timing, methods and location of the installation work. Bell agrees to use the main terminal room space designated by the Corporation; where such facilities are not suitable, Bell may terminate this agreement without charge, penalty or liability with thirty (30) days notice;

(iv) The installation and operation of the Equipment shall comply with all government requirements including fire and building code regulations;

(v) When this Agreement is terminated by either party, Bell may remove *its* personal property that it owns and that is located on the Corporation's property within 30 days after the termination of this agreement; and

(vi) In the event that Bell fails to remove the personal property within 30 days after the termination of this agreement, Bell shall be deemed to have abandoned the property.

(vii) Bell may carry out promotion of their services from time to time during the term of this Agreement, on Corporation property, in a manner that is subject to prior written approval of the Corporation. No door to door solicitation will be permitted

(viii) The Corporation may terminate this agreement on thirty days notice if the installation of Bell's equipment, the delivery, or operation of Bell Services unreasonably interferes with the occupants' use of their premises, the building common elements, or communication services from providers other than Bell.

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

2. (a) Bell shall at its sole cost and expense, repair any damage to the Buildings, building-wiring, and any other property owned or controlled by the Corporation 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 the Corporation's declarations, by-laws, 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. Access to all other areas or the building shall be by appointment during regular business hours of the Corporation's property manager save and except for emergencies which would result in irreparable harm if access was delayed

4. This is not an agreement for the provision of the "Bell Services" to the Corporation. Bell will be solely responsible for soliciting and entering into agreements with the unit owners, occupants, and tenants of the building, for subscriptions to Bell Services. The Corporation has made no representations or warranties of the number of customers which will or might enter into the "Bell Services" Agreements with Bell. Bell and any other service providers (using other Equipment and granted access to the Premises by the Corporation) shall have the non-exclusive right to provide the services to the premises solely on a direct subscriber ~ : basis while this agreement is in effect.

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5. The Agreement shall automatically terminate if, by no act of the Corporation, Bell ceases to provide the "Bell Services" to the Corporation unit owners, tenants or occupants using the Equipment for a period exceeding thirty days, force majeure excepted.

6. 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 gross negligence or willful misconduct of the Corporation, its employees, agents, contractors or those other persons for whom the Corporation is in law responsible.

7. 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.

8. 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.

9. 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.

10. If Bell defaults in any of its material obligations contained herein 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.

11. Upon termination, at the Corporation's option, Bell shall forthwith remove its Equipment from the MTR, pop Area and building communications spaces and restore the affected parts of the Building(s) etc to its original condition to the reasonable satisfaction of the Corporation.

12. Notwithstanding anything else contained here into the contrary, this agreement may be terminated in accordance with the provisions set out in sub-section 22(9) of the Condominium Act, 1998, as amended.

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

#### 14. 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. 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.

#### 15. 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.

#### 16. 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.

#### 17. 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. The Corporation shall not use Bell's logo, trademarks, trade names or any other intellectual property without the prior written consent of Bell.

18. The obligations of Bell as set out in paragraphs I(a)(vi), 2(a), 6, AND II herein above shall survive the termination or assignment of this agreement

19. If any provision of this agreement is declared invalid such provision shall be deemed severed and shall not affect the remaining provisions. This agreement is subject to the laws and regulations of the applicable regulatory authorities which shall prevail in the event of a conflict

#### 20. 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.

#### 21. HOLD OVER

It is agreed that should Bell hold over after the expiration of the Agreement, there shall be no tacit renewal of the Agreement, but Bell may, with the Corporation's consent, continue such holding over from month to month, subject in all other respects to the terms and conditions of the this Agreement applicable on the date of expiration, save and except either party may terminate this agreement as of right on thirty days written notice.

The terms and conditions of this agreement are hereby accepted by Carleton Condominium Corporation # 17 ("the Corporation")

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