

## Telecommunications Installation and Maintenance Agreement

This is an Agreement (the "Agreement") between Bell Canada ("Bell") and Toronto Standard Condominium Corporation -No. 1434 (the "Building Owner") or (individually, the "Unit Owners") Authorizing Bell to Install and Operate Telecommunications Equipment (the "Equipment") and use In-Building Wire at Building Locations Specified in Schedule "A" (the "Building") in Order to Provide Telecommunications Services Specified in Schedule "B" (the "Services")

September 8, 2003

WHEREAS Bell and the Building Owner 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 Building Owner, certain Equipment may be required to be installed by Bell in the Main Terminal Room ("MTR"), point of presence ("POP") or elsewhere in the Buildings, as the case may be;

THEREFORE, the Building Owner hereby authorizes Bell, in accordance with the terms of this Agreement, to install and maintain the Equipment and to use In-Building Wire and under the control, supervision and responsibility of the Building Owner in the Buildings to provide telecommunications services to Unit Owners and other occupants of the Buildings. The addresses comprising the Building and a list of the Equipment and the In-Building Wire and its location in the Building is provided in Schedule "A" attached hereto;

AND THEREFORE the Building Owner hereby authorizes Bell to provide Services as provided for in or added from time to time to Schedule "B" attached hereto.

### Terms and Conditions

#### 1. PROVISION OF SERVICES BY BELL

The parties agree that nothing in this agreement will be construed or interpreted to restrict the provision by Bell of Services to Unit Owners and other occupants in the Buildings utilizing the Equipment except as may be restricted by the Building Owner's constating documents, by-laws, or policies in place as of the Effective Date. 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 provide additional services not contemplated in Schedule "B", Bell shall provide the Building Owner advance written notice of the intent to provide such services. Each time Bell contemplates the offering of new services, it will submit a written request to the Building Owner, which will include a description of the new service. The Building Owner shall not unreasonably withhold or delay its approval of any new service(s).

#### 2. INSTALLATION OF EQUIPMENT

Before starting the authorized work, Bell will, at its sole cost and expense, prepare and deliver to the Building Owner working drawings for such work or installation, detailing the type, size and location of the Equipment in the Building.

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In the event Bell intends to install additional Equipment in any of the Buildings, Bell shall provide the Building Owner advance notice of the installation of any such additional Equipment. Each time Ben 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 Building Owner in the fol111 of an amended Schedule "A". Upon approval, the Building Owner will return an executed copy for Bell's records, at which time tile process described in item 2 below can proceed. The Building Owner shall not unreasonably withhold or delay its approval.

### 3. EFFECTIVE DATE AND TERMINATION OF AGREEMENT

The parties hereto acknowledge and agree that this agreement is effective as of September 15, 2003 ("Effective Date") and expires on April 30, 2013. This agreement may be extended upon mutual \ritten agreement of both parties.

### 4. TERMS OF AUTHORIZATION

(a) The Building Owner authorizes Bell

(i) To operate, maintain, replace, remove, and subject to sub-section (c), below, install at Bell's sole expense and risk. the Equipment, located in the MTR of the Buildings and, if applicable, the POP Area (a-o; specified by the Building Owner) for the pw-pose 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 (d) 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 Building Owner 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, to market and promote the Services in the Building to Unit Owners and other occupants, and with permission of the Building Owner, such 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.

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

(c) 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;

(d) Bell agrees to comply with all reasonable rules and regulations .as adopted and amended by ~e Building Owner from time to time, and generally applicable to licensees and other contractors m the Buildings.

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### 5. ACCESS TO PREMISES

Notwithstanding the foregoing, Bell employees must check-in with the Unit Owner or other occupant for whom work is to be performed, show a photo-ID and obtain the necessary authorizations every time they enter the Buildings prior to accessing their work area. The Building Owner, acting reasonably, will allow Bell's employee's access to the Buildings seven (7) days a week, twenty four (24) hours a day, via the Unit Owner or other occupant for whom work is to be performed, subject to the Building Owner's security requirements.

### 6. LIABILITY AND INDEMNIFICATION

Bell shall indemnify the Building Owner 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 Ben, 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 Building Owner, its employees, agents, contractors or those other persons for whom the Building Owner is in law responsible.

### 7. COMPLIANCE WITH REGULATIONS

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. TERMINATION OF AGREEMENT

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 Building Owner shall have the right to terminate this Agreement without further notice or compensation to Ben. Upon termination, at the Building Owner's option, 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(s) to its original condition to the reasonable satisfaction of the Building Owner.

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 in Section 7, 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 Ben's customers contemplated by this Agreement, on such terms and conditions as the parties may mutually agree upon.

### 9. ASSIGNMENT

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

### 10. INSURANCE

Throughout the Term of this Agreement, Bell at its sole cost and expense, shall take out and keep 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

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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 Building Owner, Bell will provide the Building Owner with current certificates of insurance evidencing that the required coverage is in full force.

### 11. 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:

Attention: Facsimile:

And to the Building Owner at the following address:

Attention: President, Toronto Standard Condominium Corporation No. 1434 c/o Deaconwood Property Management Inc.  
3875 Chesswood Drive, North York, ON M3J 2R8

and

Deaconwood Property Management Inc.  
3875 Chesswood Dr North York Ontario M3J 2R8

Facsimile: 416-398-8520

Any such notice shall be deemed to have been received by the Building Owner 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.

### 12. 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.

### 13. 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.

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### *14. 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. Building Owner shall not use Bell's logo, trademarks, tradenames or any other intellectual property without the prior written consent of Bell.

### *15. 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.

### *16. CONFIDENTIALITY*

Bell and the Building Owner (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 Building Owner 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 Building Owner concerning Bell's Equipment, Services and customers will be protected by the Building Owner and that any information concerning Bell's Equipment, Services and customers provided by Bell to the Building Owner pursuant to this Agreement will solely be used by the Building Owner for the purpose of assisting the Building Owner 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 Building Owner 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 16 shall survive termination or expiration of this Agreement.

The terms and conditions of this Agreement are hereby accepted by Toronto Standard Condominium Corporation No. 1434

Per: Mr. Bruce A. Armstrong  
President, Toronto Standard Condominium Corporation No. 1434

Per: Mr. Timothy A. Armstrong  
Treasurer, Toronto Standard Condominium Corporation No. 1434

Per: Mr. Geoff Martin  
Director, MDU account Team

