



TELECOMMUNICATION AND BUILDING ACCESS LICENSE - EXISTING RENTAL BUILDINGS

This Agreement 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 Forestwood Co-operative Homes Inc. (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 (provided that the individual apartment units of the Building shall be excluded from this Agreement) 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, inside wire(as such terms are defined below) or cabling owned or controlled by Bell, the Owner or any third party subject to the conditions contained herein and in accordance with CRTC regulations; and
- iii. make available and provide telecommunications and other communication services (collectively the "Bell Services") and market such Bell Services to local exchange carriers, tenants, invitees or residents of the Building (the "Occupant(s)").

Except in the case of emergencies, an 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 Agreement and shall also be subject to reasonable controls by the Owner to ensure the safety and security of the Building and Occupants to the extent such controls have been previously communicated by Owner to Bell.

Notwithstanding any other provision of this Agreement, this Agreement shall in no way restrict the Owner from contracting with any other service provider(s) to provide communication services to the Building. Save and except for the inside wire (as such term is defined below), Bell shall not be permitted to use any portion of the signal distribution and processing equipment, If any, installed and paid for by Rogers Communications loc. (Rogers") unless and until same has been abandoned or deemed to have been abandoned by Rogers, unless permitted to do so by Rogers, or WIIess such use is permitted under the CRTC Regulations that are in effect from time to time.

The Owner permits Bell to have access to and to use the inside wire to provide Bell Services to the Occupants and the Building. The third party owner of the inside wire will continue to have an indefeasible but non-exclusive right to use the Inside wire, in perpetuity for so long as there are any subscribers to such third party's services resident in the Building, provided, however that in the event that the same Inside wire or portion thereof is required by both Bell and the third party service provider in order to provide services to the same subscriber and it is not possible for such inside wire or portion thereof to be utilized for both services simultaneously, then the subscriber shall be required to choose between the services, and the party providing the chosen services shall be entitled to use the inside wire to provide such services to the subscriber. The Owner shall not be responsible to any party for the payment of any fees for the use of the inside wire or the In-Building Wire by any service providers, including, without limitation, by Bell, and service providers who own such inside wire or the In-Building Wire shall look solely to the other service provider (including, as applicable, Bell in respect of Bell's use of inside wire or the In-Building Wire owned by another service provider) for payment of any fees which they are entitled to from time to time pursuant to CRTC Regulations. For further clarity, nothing in this Agreement shall be construed or interpreted as granting Bell any exclusive rights or privileges in or to the Building, relating to access, installation or marketing rights, to the exclusion of any other third parties.

For the purposes of this Agreement:

"inside wire" means wire and other facilities which are usually in, or in the proximity of, the unit of the end-user, and which are under that customer's responsibility and control, more specifically, without limiting the foregoing, the coaxial wiring owned by Bell, the Owner or a third party service provider from a point where the wiring is diverted for the exclusive use and benefit of a particular subscriber in a particular unit to the terminal devices inside each subscriber's unit, but excluding customer service enclosures, amplifiers, channel converters, decoders, and remote controls.

"In-Building Wire" means wire and other facilities which are in the Building (e.g. wires in the Building's risers, running from the main terminal room to the telephone closet on each floor and from there to the customer's de); in-building wire may be owned by a telecommunications service provider or by the property owner.

2. Nothing in this Agreement limits Ben'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 (insofar as it is owned by Bell, 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 its Equipment with new or different equipment necessary or incidental to the provision of the Bell Services. Equipment excludes: conduit, individual receiver - decoders, whether VDSL 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 owned by Bell (the "Bell Equipment") is installed in accordance with all applicable law including relevant fire and building code requirements in force at the time of installation; (ii) be responsible for the provision, installation, maintenance and repair of the Bell Equipment during the Term, although each individual Occupant may incur charges (at Bells then applicable rates) relating to post-installation activities specific to such Occupant's in-suite requirements; and (iii) abide by CRTC rules and regulations regarding the maintenance and repair of non-Bell-owned inside or in-building wiring used by Bell for the delivery of Bell Services. The Ben 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 either the Bell Equipment or any IRD and shall not make any claim to the contrary.
5. Nothing in this Agreement limits the Owner's right to repair any common elements of the Building; provided that where any such repair may affect the Bell 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 which notice shall contain necessary particulars to permit Bell to comment as provided for in item (b); and (ii) provide Bell with an opportunity to recommend changes to the planned nature, timing commencement, duration or completion of such repairs or such other matter in respect of the repairs that could have and impact on the Equipment or would reasonably appear to impact Bell's ability to deliver the Bell Services Despite the foregoing, where repairs undertaken by the Owner require Ben to move or relocate any of its Equipment, Bell shall, at its sole option: (A) provide one Bell technician for a maximum of one eight (8) hour period; or (B) pay for its own cost of the move, such cost not to exceed a maximum amount equal to the cost to Bell of the technician referred to in (A), to facilitate the movement or relocation of Bell's Equipment as required by the Owner. Where the time or costs to Bell exceed the foregoing, Bell may terminate this Agreement by providing the Owner with one (1) month written notice without any further charges, liabilities or penalties to either party hereto.
6. Each party represents and warrants that, as far as it is aware: (1) it has full right, power and authority to enter into and perform its covenants and obligations in this Agreement; (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 Agreement. 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 Agreement. Ben 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's use and occupation of the Equipment Space or the Building or relating to the installation, repair or maintenance of the Equipment by Bell, its employees, agents, subcontractors and any others for whom it is responsible in law, 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 Agreement.
8. The term of 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"). Unless a party provides the other party hereto with written notice of its intention not to renew this Agreement at least one hundred and eighty (180) days prior to the expiration of the Term or Renewal Term (as defined below), this Agreement shall automatically renew for successive one (1) year renewal terms (the "Renewal Term") on the terms and conditions herein. Either party may terminate this Agreement 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, or (iii) during a Renewal Term, by providing the other party ninety (90) days written notice. Upon expiry or termination of this Agreement, 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 Agreement or impairs Bell's ability to provide Bell's Services in an economical and technically practical fashion, Bell may terminate this Agreement 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:

100 Wynford Drive, Floor
6 Toronto, Ontario
M3C 4B4

Fax:

Attn: Senior Director, Wireline Video Sales

with a copy to Bell Canada's
Legal Department

To the Owner:

1186Forestwood Dr
Drive Mississauga, ON

Fax:

Attn.: Property Manager

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 Agreement 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 Agreement 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 Agreement conflict with a Schedule attached hereto, the provision of this Agreement 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 Agreement 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. In the event that the Building is sold or assigned to a third party (a "Purchaser"), the Owner agrees to (a) provide notice of such sale or assignment to Bell as soon as reasonably possible, and (b) use commercially reasonable efforts to cause the Purchaser to assume in writing all of the obligations in this Agreement pursuant to an assumption agreement in form and substance acceptable to Bell, acting reasonably (the "Assumption Agreement"). Upon delivery by the Owner to Bell of an Assumption Agreement executed by each of the Owner and the Purchaser, Forestwood Co-operative Homes Inc. ("Forestwood") shall be automatically released and discharged from any liabilities and obligations it would have under this Agreement, including without limitation, as Owner, arising on or after the effective date of the Assumption Agreement and thereafter all references to "Owner" in this Agreement shall mean the Purchaser. Bell agrees to execute such further documents or assurances as Forestwood may reasonably require in order to evidence and confirm the aforementioned release. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the other provisions of this Agreement 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. [NTD - assignment would mean in the event control of the Owner of the Building is assigned to a third party]

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

FORESTWOOD CO-OPERATIVE HOMES INC.

BELL CANADA

I/We have the authority to bind the Corporation

I have authority to bind the Corporation

Name:

Name:

Title: President

Title: Senior Director, Wireline Video Sales

Date: the 16th day of October, 2006

Date: the 30th day of October, 2006

I/We have the authority to bind the Corporation

Name:

Title: Vice President

Date: the 17th day of October, 2006

Schedule "A"

Address and Description of Building

A. For the Building:

This Agreement applies to the following Building(s):

1180 Forestwood Drive, Mississauga, ON