

ABRIDGED

July 18, 2003

Delivered by e-mail.

Private and Confidential

Mr. Jay Libfeld
80 Tiverton Court,
Suite #300 .
Markham
Ontario
L3R 0G4

Dear Jay,

Re: Bell Canada Telecommunications Access and Marketing!

This letter agreement (the "Agreement") provides the terms and conditions between Bell Canada and its respective affiliates (as defined in the Canada *Business Corporations Act*, as amended), employees, agents, contractors and sub-contractors (collectively, "Bell") and Misty Manor #2 Developments the "Owner")

upon which a multi-unit residential dwelling building is to be constructed by the Owner at The Majestic, 18 Parkview Ave. in North York, Ontario[as further described in Schedule "A" (the "Building").

1. Grant of License. Owner hereby grants to Bell throughout the Term and any Renewal Term, a non-exclusive right and license to enter on and gain access in, over or under the common elements of the Building as the case may be, and any other equipment and/or telecommunications room, the roof, existing copper cabling owned by the Owner, if any, which connects central riser wiring to individual units within the Building, the common elements and other common areas of the Building as agreed to by the Owner acting reasonably.

(a) make Bell telephone and telecommunications services (collectively the "Bell Services") available to prospective purchasers of real estate and to deliver the Bell Services to the Residents in the Building who elect to subscribe for such services;

(b) develop and implement reasonable marketing programs, so long as same do not interfere with the activities of the Owner, to promote and sell Bell Services to prospective purchasers and Residents (the "Marketing Programs") including but not limited to the following activities:

i) conducting one or more information meetings to inform prospective purchasers or Residents, as the case may be, of the availability of Bell Services, at times and locations to be approved by Owner if within the building;

ii) distribution by Bell, with the consent of the Owner, of information packages to prospective purchasers or Residents;

iii) posting of notices of available Bell Services on bulletin boards located within the Building;

iv) subject to any obligations of the Owner with respect to confidentiality to the Purchasers or Residents, contacting prospective purchasers or Residents from a list containing their names, addresses and telephone numbers to be provided by Owner, to market Bell Services before or after prospective purchasers or Residents move into the Building;

v) displaying and/or distributing information and/or advertising material regarding Bell's respective Bell Services on or within the Building in a manner and in locations approved by Owner acting reasonably;

vi) provision of promotional information regarding their respective Bell Services to superintendents, property managers and other employees or agents active in the Building;

vii) implementing specific marketing programs or initiatives targeting existing, new or changed Residents,;

viii) entering the Building by Bell for the purpose of providing information, demonstrations or any other information to prospective purchasers and Residents regarding the Bell Services, all in accordance with this Agreement;

(c) conduct, at Bell's sole risk., pre-installation tours and inspections of the Building in order to determine the technical, and operational requirements of installing Equipment (as defined below) .in the Building for the purpose of delivering Bell Services to prospective purchasers and Residents, so long as same do not interfere with construction or other activities of Owner;

(d) install all equipment, infrastructure or otherwise, necessary and incidental to the delivery of Bell Services including, without limitation USAM's, switches, routers, racking, backboards, risers, cabling, wiring and other networking and fibre optic equipment used to enable and distribute Bell Services (including very high rate digital subscriber line "VDSL" technology) (the "Equipment") to the tenants, owners or Residents in the Building (collectively the "Residents"). For greater certainty Equipment excludes (1) any cabling owned or installed by the Owner or any other third party, ;and (2) 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 Residents 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 a Resident.

(e) operate, maintain, repair or replace any component forming a part of the Equipment and any other item of equipment necessary or incidental to perform its obligations under this Agreement and/or to enjoy the rights granted herein; and

(t) make the Bell Services generally available to Residents including such other equipment to be furnished to those Residents who agree to subscribe to applicable Bell Services.

(collectively, the "Access Terms").

2. Bell's Payment Obligations. In consideration of Owner granting Bell the right to market some or all of the Bell Services at the Building,

However, nothing in this Agreement shall be construed or interpreted as granting Bell any rights or privileges in or to the Building, particularly relating to access or installation rights, to the exclusion of any other third parties.

3. Equipment Installation and Space. Bell shall ensure that all Equipment is installed in accordance with all relevant government requirements, including fire and building code requirements. Bell shall, at no cost to Owner, be responsible for the maintenance and repair of the Equipment installed by Bell during the Term , although individual Residents may incur charges (at Bell's then applicable rates) relating to post installation activities specific to such Resident's in-suite requirements. The 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 the Equipment nor any of the items specified or reasonably contemplated by Subsection 1 (a)-(t) above and shall not make any claim to the contrary.

Owner also agrees to provide to Bell, at no charge, access to and use of, one or more rooms or other segregated, enclosed spaces (the

"Equipment Space"), as needed and mutually agreed upon by the parties, acting in good faith, which is suitable in all respects for the

purpose of housing or storing the applicable Equipment. Owner agrees that these access rights include a right to access the Equipment Space in the Building. Bell shall provide if required in the Equipment Space the adequate power supply and adequate natural or artificial ventilation for the proper operation of the Equipment. Bell shall have reasonable and continuous access into the common elements of the Building and to the Equipment Space subject to giving reasonable notice to the Owner or its building manager, property manager or superintendent, as applicable, of its intention to enter the Building in order to install, operate, maintain, repair or replace the Equipment, provided that entry will be made during normal business hours except in the case of emergency.

4. Representations/ Warranties. The Owner represents and warrants that as of the date of this Agreement, subject to the provisions of the *Condominium Act*: (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 to a property manager, any Resident or any third party, statutory, contractual or otherwise, which could interfere with the complete perform. Ince of its covenants and obligations herein; (3) it is validly organized and existing under the name indicated on this Agreement; and (4) no rule or by law of the proposed condominium corporation is in force that would prevent or limit Bell from providing the Bell Services or conducting the Marketing Program under this Agreement

Intellectual Property/ Public Announcements. Except as otherwise agreed in writing, Bell shall obtain and/or retain, title, ownership rights and intellectual property rights in or to all forms of intellectual property resulting from the provision of Bell Services or in connection with the Access Terms or Marketing Programs. Such intellectual property constitutes confidential information and shall be treated in accordance with the terms of this Agreement. Owner shall not use Bell's logo, trade names, trademarks or any other intellectual property unless Owner obtains the prior written consent of Bell. The Owner and Bell shall provide the other with reasonable advance notice of any public announcements or publications with respect to the general intent or existence of this Agreement or the business obtained under this Agreement and Agree to obtain the other party's prior Approval and incorporate the other Party's comments before release. All public Announcements or publications concerning any term of this Agreement shall explicitly name or refer to Bell and the Owner.

6. Intentionally deleted.

7. Indemnity.

Bell Agrees to perform its work in a good and workmanlike manner, and further agrees to indemnify and save the Owner, its directors, officers, servants, agents and employees harmless, on a joint and several basis, from any construction liens registered in relation to Bell's installation of equipment, infrastructure or otherwise, and any damage to persons or property caused by reason of the improper installation, repair or maintenance of the equipment.

Bell Canada shall release, save harmless and indemnify the building owner against all suits, claims, damages, expenses, costs and liabilities as a result of any damage to the Building or injury to or death of any person or damage to or destruction or loss of property resulting directly from its fault or negligence in the installation, operation, maintenance or removal of equipment, from the Building or Equipment Space or that of its subcontractors, and those for whom it is responsible in law. In no event shall any party be liable to 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.

8. Term, Termination and Renewal. Both Bell and Owner acknowledge and agree that the term of this Agreement is effective as of the date last signed by both parties below and shall continue to run up to the Date of Turnover (the "Term"). Notwithstanding the foregoing, the terms and conditions of this Agreement shall continue in full force and effect for sixty (60) days following the Date of Turnover to allow the board of directors of the condominium corporation elected at a turnover meeting, pursuant to section 43 of the *Condominium Act*, 1998 (the "New Board") to adopt this Agreement and assume all the rights and obligations of the Owner contained herein by an assumption agreement or otherwise, in which case the terms and conditions of this Agreement shall continue in full force and effect in accordance with the terms of the assumption, save and except that immediately following the Date of Turnover, Owner shall automatically be released from its rights and obligations pursuant to this Agreement. The New Board may within the above noted sixty (60) days provide written notice to Bell that the condominium corporation will not adopt this Agreement and assume the rights and obligations of the Owner contained herein in which case such rights and obligations shall be at an end as of the date of such notice. In the event that within the above noted sixty (60) days the condominium corporation does not adopt this Agreement and does not give notice indicating that the condominium corporation will not adopt this Agreement, this Agreement shall be deemed to be at an end upon the expiry of the above noted sixty (60) days. 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.

9. CRTC/Government Review. This Agreement is subject to all applicable federal, provincial and local laws, and regulations, ruling and orders of governmental agencies, including, but not limited to, the

Telecommunications Act, the *Broadcasting Act*, and any amendments thereto or the Canadian Radio-Television and Telecommunications Commission ("CRTC") and the obtaining and continuance of any required approval or authorization of the CRTC, or any other governmental body. Either party may terminate its obligations under this Agreement if ordered to do so by the final order or ruling of a court, or any governmental tribunal or agency or if any such order or ruling is inconsistent with the terms of this Agreement or would make it impractical or uneconomical for either party to carry out its obligations under this Agreement or termination rights pursuant to the *Condominium Act*. In addition, if at any time during the Term of this Agreement, the action of a governmental agency requires modification of Bell's Services or the terms in which they are provided hereunder which is inconsistent with the terms of this Agreement or impairs Bell's ability to provide Bell's Services in a economical and technically practical fashion. Bell may terminate this Agreement upon thirty (30) days' written notice to Owner, subject to any obligations Bell may have to those residents in the Building who subscribe to any of Bell's services.

10. General. Owner and Bell agree that where a provision of this Agreement conflicts with a Schedule attached hereto, the provision of this Agreement shall prevail and both the Agreement and Schedules 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. Should a dispute arise between Bell and Owner as to any issue hereunder, every effort will be made to resolve the dispute within ten (10) days. If resolution cannot be achieved, the dispute will be referred to the senior management of each of Bell and Owner who shall try to reach agreement within five (5) days, failing which, either party can pursue any remedy it sees fit including arbitration. 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.

If you are in agreement with the foregoing terms and the attached documents, please sign and return this Agreement to Bell on before *July 25th* " 2003.

Misty Manor #2 Developments

And Bell Canada

Signed July 25th , 2003