

BELL Abridged

Thursday, June 24, 2004

Delivered by Hand Private and Confidential 1353464 Ontario Inc.
25 Centurian Drive, Suite 201 Markham, Ontario L3R 5N8 Canada
(905) 943-2050

Dear Sir,

Re: Bell Canada Telecommunications Access Agreement

This letter agreement (the "Agreement") is between Bell Canada and 1353464 Ontario Inc. (the "Owner"), and provides the terms and conditions under which Bell Canada and the affiliates of BCE Inc. (as defined in the *Canada Business Corporations Act*, as amended) (hereinafter, collectively referred to as "Bell") are authorized to gain access to the multi-unit dwelling building to be constructed by Owner as further described in Schedule "A" (the "Building").

1. Grant of License. In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants to Bell throughout the Term and any Renewal Term, at no cost or charge to Bell, a right and license to enter on and gain access in, over or under the Building and the equipment room, the common elements and other common areas of the Building and the right to use any existing in-building wire or cabling under the control or responsibility of the Owner to:

(a) make the telecommunications and other communication services offered by Bell (collectively the "Bell Services") available to prospective purchasers and the owners, tenants or residents of the Building (the "Occupant(s)") and to deliver the Bell Services to the Residents (as defined below) in the Building;

(b) conduct pre-installation tours and inspections (with plans provided by the Owner) of the Building in order to enable the installation of its Equipment (as defined below) in the Building for the purpose of delivering Bell Services to Residents;

(c) install all equipment, in-building wire (as defined by the CRTC in Decision 99-10), infrastructure or otherwise, necessary and incidental to the delivery of Bell Services contained in any installation sketches which may be presented to the Owner for approval including, without limitation: entrance cables, USAM's, switches, routers, racking, backboards, risers, cabling, wiring and other networking and fibre optic equipment used to enable and distribute Bell Services (the "Equipment") to Residents. For greater certainty: (i) where Bell has agreed to perform installations of any cable and/or wire in the Building, Bell shall only be obliged to install and pay for the cost of providing backbone/riser Category 3 copper wire and in-suite Category 5 copper wire to a maximum of 3 outlets in a Occupant's suite, and (ii) 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.

(d) operate, maintain, repair or replace any component forming a part of the Equipment and any other item of equipment necessary or incidental under this Agreement; and

access the security camera(s) and connecting wires installed in the Building and to use the signal feed from such security cameras for the purpose of injecting them into Bell's package of Services offered to Occupants. For the purposes of this paragraph, the Owner represents and warrants to Bell that it owns and has the right to grant to Bell access to the security cameras and connecting wires installed in the Building and any signal feed coming from such security cameras.

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

2. Equipment Installation. Bell shall ensure that all Equipment is installed in accordance with all relevant government requirements, including fire and building code requirements in force at the time of installation. Bell shall, at no cost to Owner, be responsible for the provision, installation, maintenance and repair of the Equipment installed by Bell during the Term and any Renewal Term, although each individual Occupant may incur charges (at Bell's then applicable rates) relating to post-installation activities specific to such Occupant's in-suite requirements. Except as otherwise provided in Section 22 of the *Condominium Act*, 1998, 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 I (a)-(e) above and shall not make any claim to the contrary.

3. Equipment Space. Owner also agrees to provide to Bell, at no charge, 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 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. The Equipment Space shall have 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 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. Nothing in this Agreement limits Bell's right to provision the Bell Services in any manner it sees fit.

4. Easement. To the extent applicable, Owner agrees to grant to Bell a non-exclusive easement and statutory right of way and/or a path to the property line from the Building, as the case may be and in or through the Equipment Space if it is determined that a fibre optic cable or such other Equipment must be installed to the Building and/or in the Equipment Space. Owner and Bell shall in advance, agree upon a suitable location to install the fibre optic cable on the property of the Owner. Owner agrees to allow Bell to register, at Bell's expense, the easement and right of way, and/or notice of this Agreement.

5. Representations/Warranties. The Owner represents and warrants that: (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 Occupant or any third party, statutory, contractual or otherwise, which could prevent or interfere with the complete performance 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 is in force that would prevent or limit Bell from entering into this Agreement.

6. Intellectual Property/Public Announcements. Except as otherwise agreed in writing, Bell shall obtain and/or retain all title, ownership rights and intellectual property rights in or to all forms of intellectual

property resulting from the terms of this Agreement. 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. 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 both Bell and the Owner.

7. Confidential Information. The Owner hereby agrees that this Agreement and any information provided by Bell to the Owner herein, including, without limitation, information relating to third parties obtained through Bell, shall remain the confidential information of Bell and the Owner shall not disclose such confidential information without the prior written consent of Bell, or unless disclosure of such confidential information is compelled by judicial or regulatory process or otherwise by law or if the confidential information has been made public without any action by the Owner. For greater certainty, this provision shall not be construed to prevent the Owner from disclosing any of the terms of this Agreement to its auditors, financial and legal advisors, or as may otherwise be required by law. This section shall survive the expiry or early termination of this Agreement for a period of two (2) years from the date of expiry or termination.

8. Indemnity and Limitation of Liability. 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 from any damage to persons or property solely caused by reason of the improper , installation, operation, repair, removal or maintenance of the Equipment except to the extent such damages : result from the negligence of the Owner or its agents, employees, contractors or person for whom it is responsible for 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. This Section 8 shall survive the expiration or termination of this Agreement.

9. 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 for a period of ten (10) years from the date hereof (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), as the case may be, 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. Upon expiry or earlier termination of this Agreement, Bell shall be allowed thirty (30) days to remove the Equipment. Where title to the Building transfers to a condominium corporation (the "Condominium Corporation") before the end of the Term, the Condominium Corporation shall assume and agrees to be bound by all the rights and obligations of the Owner as set out herein pursuant to the terms of the *Condominium Act*, 1998.

10. Applicable Law. 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 (the "CRTC") and the obtaining and continuance of any I 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. 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 which is : inconsistent with the terms of this Agreement or impairs Bell's ability to provide Bell's Services in a

11. General. 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 in Schedule "B" attached hereto. 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. Except as provided for Section 9 above, any of the rights and obligations contained herein may not be assigned or transferred by Owner, without the prior written consent of Bell. 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. 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 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.

If you are in agreement with the foregoing terms and the attached documents, please sign and return this Agreement to Bell on before July 1,2004.

1353464 Ontario Inc.

Bell Canada