

ABRIDGED

June 13, 2003

Delivered by hand

Private and Confidential

I Georgian/Glen Lake Inc. 160 Traders Blvd. #200 I Mississauga, Ontario L4Z 3K7  
Jeff Usher

Dear Jeff,

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 (the "Owner") upon which Bell wishes to gain access to the planned condominium/townhome sales centre located at 2505 Dundas St. W. Toronto and as further described in Schedule "A" (the "Sales Centre") and as applicable, access to the multi-unit dwelling building to be constructed by Owner at Glen Lake, 2505 Dundas St. W. Toronto as further described in Schedule "A" (the "Building").

I. Grant of License. Owner hereby grants to Bell throughout the Term and any Renewal Term, a right and license to enter on and gain access in, over or under the Sales Centre or Building as the case may be, and any other equipment and/or telecommunications room, the roof, existing 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 or the Sales Centre to:

(a) install, at no cost to the Owner, basic telephony equipment in the Sales Centre on an exclusive basis to Bell, to allow Bell to provide prospective real estate purchasers with access to telephone services to order Bell Services;

(b) 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 Sales Centre and to Residents in the Building;

(c) develop and implement reasonable marketing programs 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;

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ii) distribution by the Owner *or* 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 Sales Centre *or* Building;

iv) 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 Sales Centre *or* Building;

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

vii) implementing specific marketing programs *or* initiatives targeting existing, new *or* changed Residents, which shall be contained in updated lists provided to Bell by the Owner from time to time;

viii) entering onto the Sales Centre and/or 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;

(d) conduct pre-installation tours and inspections of the Sales Centre and/or Building in order to determine the technical, operational and economic feasibility of installing Equipment (as defined below) in the Sales Centre and Building for the purpose of delivering Bell Services to prospective purchasers and Residents;

(e) 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

I Services (including very high rate digital subscriber line "VDSL: technology) (the "Equipment") to the Sales Centre and to tenants, owners *or* Residents in the Building (collectively the "Residents"). For greater certainty Equipment excludes (1) any cabling owned 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.

(f) 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

(g) 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 *or* through the Sales Centre and the Building and for Owner using reasonable commercial efforts to promote Bell Services to prospective purchasers and Residents,

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However, nothing in this Agreement shall be construed or interpreted as granting Bell any other exclusive 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 and any Renewal Term, although each individual Resident 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 I (a)-(g) 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. The Equipment Space shall have 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 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 Sales Centre or 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. 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 Resident or any third party, statutory, contractual or otherwise, which could 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 providing the Bell Services or conducting the Marketing Program under this Agreement.

**s. 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 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. 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. 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.

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**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 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 from and against all actions, 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"). This Agreement shall automatically renew for an additional term equal in duration to the Term (the "Renewal Term") unless either party notifies the other party in writing at least sixty (60) days prior to the expiration *of* the Term or Renewal Term, as the case may be, that it does not wish to extend the provisions *of* this Agreement beyond the initial Term or Renewal Term. 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. Notwithstanding the foregoing, a newly elected board *of directors in a condominium corporation may, on the Date of* Turnover, adopt this Letter Agreement and assume all the rights and obligations *of* the Owner contained herein in which case the terms and conditions *I of* this Letter Agreement shall continue in full force and effect.

**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. 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.

**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. 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. This Agreement may be registered on title to the Sales Centre or the Building.

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If you are in agreement with the foregoing terms and the attached documents, please sign and return this Agreement to Bell on before June 20, 2003

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Schedule "A" Description of Sales Centre

A. Municipal Description:

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B. Legal Description