

March 7, 2007

Carlton Holdings Inc., Ruthdon Holdings Inc., Dadadon Holdings Inc.,  
Artlea Holdings Inc., Siper Investments Inc. and H&R Properties Ltd.  
3355 Ponytrail Drive  
Mississauga, Ontario

In consideration of \$2.00 received, **Carlton Holdings Inc., Ruthdon Holdings Inc., Dadadon Holdings Inc., Artlea Holdings Inc., Siper Investments Inc. and H&R Properties Ltd.**, (the "Owner") grants to Rogers Cable Communications Inc. ("Rogers") access to the premises located at **3355 Ponytrail Drive, Mississauga**, (the "Premises") being the servient tenement described in Schedule "A" to permit Rogers to provide television, internet, telephony and other communication services ("Communication Services") on the following terms and conditions:

1. Rogers will, subject to the Owner's reasonable rules and regulations, have access over the Premises to install, operate, remove, replace, supplement and maintain signal distribution and processing equipment ("Distribution System") necessary to provide Communication Services. In connection with such access, a portion of the Distribution System is, or will be located in a space designated by the Owner ("Equipment Space") and Rogers shall have access to the Equipment Space 24 hours a day, 7 days a week. Access to all other portions of the Premises shall be by appointment during normal business hours except for emergencies.
2. Rogers may connect the Distribution System to the electrical power source in the Premises. Rogers shall be responsible for electrical power costs exceeding a 15 amp service. Rogers will obtain the Owner's approval for the timing, methods and location of the installation work. Rogers agrees to use the access facilities designated by the Owner. The parties acknowledge that the access rights granted to Rogers are non-exclusive. If another service provider is granted access, and Rogers is required to relocate or reconfigure its equipment or install additional equipment to accommodate such other service provider, or, to repair damage to or replace components of its equipment caused by the acts of other service providers or their contractors, the Owner will pay or require the other service provider to forthwith pay Rogers for all reasonable costs so incurred.
3. Rogers agrees to perform its work in a good and workmanlike manner, and further agrees to indemnify and save the Owner harmless from any damage to persons or property caused by reason of the improper installation, repair or maintenance of the Distribution System. Rogers will maintain a policy of general liability insurance in respect of personal injury or property damage arising from the operation of the Distribution System. The installation of the Distribution System will comply with all government requirements including fire and building code regulations.
4. Rogers is the owner of the Distribution System which will remain the property of Rogers and will not be or become a fixture despite any rule of law or equity to the contrary. Rogers and any other service providers (using another distribution system and granted access to the Premises by the Owner) shall have the right to provide Communication Services to the Premises solely on a direct subscriber pay basis while this agreement is in effect.
5. The term of this agreement shall commence on February 1, 2007, and shall run for an indefinite term which may be terminated by the Owner on 30 days notice (a) at any time if, through no act of the Owner and force majeure causes excluded, Rogers ceases to provide Communication Services and (b) on 30 days notice at any time without cause after January 31, 2015, unless the parties otherwise agree.
6. During the term of this agreement and thereafter for so long as Rogers is providing Communication Services, if the Owner receives a bona fide offer from a third party (the "Offer") to provide communication services to replace the Communication Services being provided by Rogers after the end of the term, and the Owner wishes to accept the Offer, the Owner shall first, as an offer to Rogers, provide Rogers with a copy of the Offer. Rogers shall have 10 days following receipt of the Offer to accept the Owners offer thereby entering into a binding contract with the Owner, by agreeing to provide substantially similar services of equivalent or greater value to the end user on the same material terms described in the Offer, failing which, the Owner shall be free to enter into a binding contract with the third party to obtain such services on the terms set in the Offer; provided that Rogers' right to match herein shall be revived if the Owner fails to enter into such contract within 30 days. Rogers may elect to match the monetary equivalent to any non-monetary consideration offered by a third party who will be required to stipulate the monetary equivalent of any non-monetary consideration in its offer.
7. If any provision of this agreement is declared invalid such provision shall be deemed severed and shall not affect the remaining provisions. Delay in the performance by either party of their respective obligations under this agreement for reasons or circumstances beyond their reasonable control shall be excused for the period of such delay. This agreement is subject to the laws and regulations of the applicable regulatory authorities which shall prevail in the event of a conflict. The Owner has the authority to enter into this agreement.

8. Any notice or communication relating to this agreement will be in writing and sent by registered mail to the other party, delivered personally or transmitted by facsimile to the following addresses:

To: Carldon Holdings Inc., Ruthdon Holdings Inc.,  
Dadadon Holdings Inc., Artlea Holdings Inc.,  
Siper Investments Inc., and H&R Properties Ltd.,  
C/o Princess Management  
25 Sable Street, Toronto, Ontario M6M 3K8  
Attn: Arnold Agulnik  
Facsimile: ( )

To: Rogers Cable Communications Inc.  
855 York Mills Road  
Don Mills, Ontario  
M3B 1Z1  
Facsimile: (416) 446-7416  
Attn: Director, Consumer Major  
Accounts

9. This agreement shall be registered on title to the Premises and enure to the benefit of and bind the Premises, the parties, their transferees, successors and assigns.

Please confirm your agreement to the foregoing by signing and returning the enclosed duplicate copies of this letter to the undersigned.

Rogers Cable Communications Inc.

Per: Tim Stipic  
Name: Tim Stipic  
Title: Director, Consumer Major Accounts

Per: [Signature]  
Name: Michael Krstajic  
Title: Vice-President, Consumer Major Accounts

I/We have the authority to bind the Corporation.

We agree to the foregoing this 7th day of March, 2007.

Carldon Holdings Inc.,  
Per: [Signature]  
Name: Judith Mandel  
Title: sec

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation.

Ruthdon Holdings Inc.,  
Per: [Signature]  
Name: Judith Mandel  
Title: sec

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation.

Dadadon Holdings Inc.,  
Per: [Signature]  
Name: Judith Mandel  
Title: sec

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation.

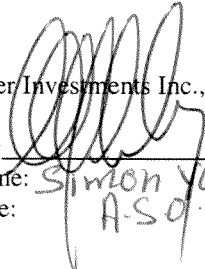
Artlea Holdings Inc.,  
Per: [Signature]  
Name: LEA HERZIG  
Title: A.S.O.

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation.

APPROVED  
AS TO FORM  
[Signature]  
RCI LAW

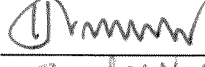
Siper Investments Inc.,

Per:   
Name: Simon Yakubowicz  
Title: A.S.O.

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation.

H&R Properties Ltd.

Per:   
Name: Sander Hoffedter  
Title: A.S.O.

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation.

## SCHEDULE A

### Legal Description of the Servient Tenement

**3355 Ponytrail Drive  
Mississauga, Ontario**

**PIN: 13330-0241 (LT)**

Part Block N Plan 719 Toronto as in R01127156; S/T Right in TT187569; S/T TT172757  
Mississauga

### Legal Description of the Dominant Tenement

Part of Lot 10, Concession 3, East of Yonge Street, designated as Parts 15 to 20 on Plan 64R-14349, City of Toronto (formerly City of North York) and/or any other lands within the Greater Toronto Area from which the Transferee now or hereafter operates or conducts its business.