



Sun Life Place
440 - 10123 99 St
Edmonton AB T5J 3H1

Tel: (780) 441-4404
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April 20, 2000

Telus Communications (Edmonton) Inc.
12040 - 107th Street
Edmonton, Alberta
T5G2S7

Attention: Mr. Dave O'Shaughnessy
Planning & Provisions - Edmonton

Dear Sir:

Re: Letter of Authorization for TELUS Advanced Communications, a division of TELUS Services Inc. ("TELUS"), to Access the Building, Establish a Point of Presence and Use the Riser Pathways for the Provision of Broadband Telecommunications Services Noted Herein (the "Services") to the Tenants at Sun Life Place (the "Building"), which is located at 10123 - 99 Street, Edmonton, Alberta, on a Temporary Basis

Sun Life Real Estate ("Sun Life") hereby authorizes TELUS to access the Building, establish a Point of Presence and use the riser pathways in the Building for the provision of broadband telecommunications services to the tenants on a temporary basis only ("Temporary Access") subject to the terms and conditions detailed below. TELUS acknowledges that it has satisfied itself that such Temporary Access is satisfactory to it in all material respects.

- 1 TELUS acknowledges that Sun Life is developing access license agreements ("License Agreements") and a telecommunications infrastructure management strategy, which have yet to be completed by Sun Life. TELUS further acknowledges that it will be required to enter into a License Agreement with Sun Life upon completion of the License Agreement and/or the telecommunications infrastructure management strategy upon terms and conditions to be mutually agreed to should TELUS wish to continue to provide the Services upon termination or expiration of this Authorization.
2. (a) The term for which this Authorization is granted shall be eight (8) months, commencing May 1, 2000 and expiring December 31, 2000.
(b) If Sun Life has not completed the License Agreements and/or telecommunications infrastructure management strategy within the term of this Authorization, Sun Life may, in its sole discretion, extend the term of the Authorization on a month-to-month basis for up to a maximum of six (6) months.
(c) Each Authorization described in the attached Schedule A is provided on a one-time basis, as it pertains to each Tenant, and does not authorize TELUS to modify or expand the Services to the specific Tenant, in any manner, subsequent to the initial installation. Further, such Authorization does not authorize TELUS to use the fibre optics, or the riser pathways, to provide Services to any other tenant of the Building.
3. TELUS acknowledges and agrees that if it does not enter into a License Agreement with Sun Life during the term of this Authorization or at the termination or expiration of this Authorization, TELUS will, at its sole cost and expense, upon the request of Sun Life, discontinue the Services and remove the Communications Equipment noted in clause 5(a)(i) below.

4. TELUS shall pay to Sun Life a single, one-time payment of Two Thousand Four Hundred Dollars (\$2,400.00) plus GST, at the commencement of the agreement, for access to the Building, establishment of a Point of Presence and use of the riser pathways described herein, which represents eight (8) equal monthly payments of Three Hundred Dollars (\$300.00) per month (the "Fee"). In addition, TELUS shall pay to Sun Life such reasonable costs of utilities associated with the operation of Telus' facilities and equipment in the Building, including its proportionate share of the cost of air conditioning the Main Telephone Rooms of the Building.

Should the term of the Authorization be extended beyond December 31, 2000, TELUS shall pay to Sun Life a monthly Fee of Three Hundred Dollars (\$300.00), plus GST, plus its share of utilities as noted above, prior to the first day of each month of the extension for use of the riser pathways.

5. (a) Sun Life authorizes TELUS:
- (i) To install fibre optic cable and "Communications Equipment" in accordance with those specific approvals documented in Schedule A and to operate, maintain, replace, and remove at TELUS' sole expense and risk, such fibre optic cable and "Communications Equipment" required to provide the Services to the specific tenants denoted in Schedule A.
 - (ii) TELUS will utilize its existing fibre optic cabinet in the Building's East Main Telephone Room, as well as any other telecommunications equipment specifically approved by Sun Life, from time to time, to house any equipment required by TELUS at the base of the building in order to provide the Services.
 - (iii) Any other equipment required by TELUS to provide the Services shall be located within the Tenant's premises.
 - (iv) Access by TELUS or Telus Communications Inc. will be limited to the main telephone rooms and the tenants' premises. All cable installation, maintenance and repair shall be done by Sun Life or its agents.
- (b) Sun Life hereby reserves the right to grant, renew or extend similar rights to others.
6. (a) Before starting any work covered by this Letter of Authorization, TELUS will, at its sole cost and expense prepare and deliver to Sun Life working drawings for such work or installation prepared in accordance with Sun Life's construction requirements for the building, detailing the type, size and location of TELUS' Equipment and the Building Communications Spaces to be used by TELUS from the point of access to the Building through the Main Telephone Room to the termination point of the Services in the Tenant's premises. No work shall commence until Sun Life has approved, in writing, all applicable construction or installation plans, which approval will not be unreasonably withheld or delayed. Any costs incurred by Sun Life, including consulting costs, in the review of the working drawings will be to the account of Telus. The working drawings referenced above, in respect to each individual Service installation, are attached as Schedule "B" to this Letter of Authorization. Sun Life will provide the necessary approvals required by this Letter of Authorization on a case by case basis.
- (b) Such working drawings shall include any information which Sun Life or its designated representatives may require to undertake the safe and appropriate removal of the Communications Equipment and cabling installed by TELUS in connection with the provision of the Services to the Tenant.

- (c) TELUS shall install the Communications Equipment in a manner that will accommodate its easy removal by Sun Life or its designated representative immediately after the termination or expiration of this Authorization, whichever is the earlier date. TELUS is prohibited from affixing any equipment to the Building which may cause damage upon removal.
 - (d) TELUS shall, at its sole cost and expense, repair any damage to the Building or to any other property owned by Sun Life or by any other occupant of the Building where such damage is caused by TELUS.
 - (e) TELUS shall not interfere with the use and enjoyment of the Building or with any communications services or computer devices of Sun Life or of other lessees, or licensees or Sun Life or other tenants or occupants of the Building. If such interference shall occur, Sun Life shall give TELUS written notice thereof and TELUS shall correct the same within 24 hours after receipt of such notice.
 - (f) TELUS agrees to comply with all reasonable rules and regulations as adopted and altered by Sun Life from time to time, and generally applicable to the tenants, licensees and other occupants of the Buildings.
7. TELUS and Telus Communications Inc. employees must check-in with building security and show a photo-ID prior to entering the telephone closets. TELUS and Telus Communications Inc. employees shall be entitled to access to the Building seven (7) days a week, twenty-four (24) hours a day during the term of this Letter of Authorization, subject to Sun Life's security requirements.
8. TELUS shall save harmless and indemnify Sun Life against all liability, claims, damages or expenses arising out of any act, neglect, or breach of this Authorization by TELUS or its agents, servants, or employees including liability for injury or damage to the person or property of Sun Life, its agents, servants, employees, tenants or licensees.
9. Sun Life and TELUS agree that all information relating to this Letter of Authorization and the Communications Equipment is confidential and unless required by any governmental authority, regulatory body or stock exchange, or by law, the parties will not disclose to any other person the terms and conditions of this Letter of Authorization. The parties shall take all reasonable steps to hold the terms and conditions of this Letter of Authorization in the strictest confidence. This provision shall survive any termination or expiration of this Letter of Authorization.
10. Pay phones on main floor (2 units) remain in place as is.
11. Telus Communications – BC enter into agreement with similar terms and conditions with Sun Life Assurance Company of Canada in Vancouver for British Columbia properties.

The parties hereto acknowledge and agree that TELUS and its operations are subject to compliance with the orders, decisions, rules, regulations, license and directions (collectively the "Order") of the Canadian Radio and Telecommunications Commission ("CRTC") and Industry Canada and their respective successors as they exist or are created from time to time during the term of this Letter of Authorization. In the event that an Order is issued by the CRTC which in the reasonable opinion of TELUS or Sun Life effects the intent of this Letter of Authorization, the parties agree to commence negotiations to enter into a comprehensive agreement which reflects the Order or, on thirty (30) days written notice, this Agreement may be terminated by either party.

In the event of the termination of this Letter of Authorization, or upon its expiry, the parties agree that within thirty (30) days of such termination or expiry, TELUS will remove all of the equipment and cabling associated with the Services from the Building.

Further, in the event of termination of this Letter of Authorization prior to its expiry on December 31, 2000, Sun Life shall be entitled to retain the entire amount of the Fee paid by TELUS in respect to this installation.

Yours truly,



Sun Life Real Estate

The terms and conditions of this Letter of Authorization are hereby accepted by TELUS


Authorized signature

May 5/00
Date

Form
Approved

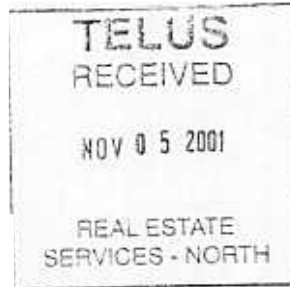
Counsel

May 5/00



Edmonton Real Estate Office

Sun Life Assurance
Company of Canada
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Edmonton, Alberta
T5J 3H1
Tel: (780)-441-4418
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nellie_boyer@sunlife.com



November 1, 2001

Telus Communications (Edmonton) Inc.
12040 - 107th Street
Edmonton, Alberta
T5G 2S7

Attention: Mr. Jerry Wasylkiw
Real Estate Specialist

Dear Sir:

Re: Letter Agreement - Sun Life Place Place

As per our letter agreements dated April 20, 2000 and March 6th, 2001 we are extending this agreement on a month to month basis until the National Agreement is in place. Agreement can be cancelled by either party upon thirty (30) days notice. Please indicate your approval by signing the acknowledgement at the bottom of this letter.

Yours truly,
Sun Life Real Estate

Nellie Boyer, CPM, RPA
Property Manager

ACKNOWLEDGED

TELUS agrees to extend the Letter of Authorization on the same terms and conditions.

Authorized signature

Nov. 5, 2001
Dated