

**SERVICE PROVIDER ACCESS AGREEMENT**  
**50<sup>th</sup> Street Atria, Edmonton**

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In consideration of rents paid by Telus Communications Inc. ("Tenant") to 1402378 Ontario Ltd. ("Landlord") and the terms contained herein, the parties agree as follows:

- 1) **Address where Premises are located:** 9405 – 50<sup>th</sup> Street, Edmonton, ("Building"). As legally described on Schedule "A".
- 2) **Premises:** is the area on the wall of the main telephone room identified as "Telus" in Schedule "B", but in any event, the Tenant accepts the Premises in an "as is" condition.
- 3) **Term:** five (5) years.
- 4) **Commencement Date:** November 1, 2001
- 5) **Options to Extend:** two (2) options of five (5) years each at market rent for similar premises, uses and buildings in the vicinity of the Building at the time of extension as agreed by the parties, failing which to be determined by arbitration in accordance with such legislation in the province in which the Premises are located. To exercise an option to extend, Tenant shall provide 60 days notice to Landlord prior to end of the relevant Term.
- 6) **Rent:** \$3,700.00 plus GST per year payable annually in advance. Landlord's GST number is 86650 3170 RT 0001. Tenant will pay its own business taxes and any increase in realty taxes assessed against Landlord by reason of the installation of Equipment or its use of the Premises.
- 7) **Use of Premises and Utilities:** to install, maintain and supplement Tenant's equipment, cable, apparatus and ancillary attachments ("Equipment") for the telecommunication of signals to and from customers. Tenant may connect the Equipment by fibre optic and other cables between the lot line and the Premises and to all necessary utilities, trunk lines, customers' equipment and Landlord's electrical grounding system and will have reasonable access to required conduit, risers, closets and meter rooms.
- 8) **Electricity:** Tenant will pay for its own electrical consumption annually in arrears. Tenant warrants that it's annual consumption will not exceed \$200.00 per annum and will provide consumption data to Landlord each year. Such payment by Tenant shall be subject to escalation, as reasonably determined by Landlord. If required by Landlord, the Tenant, at its sole cost and expense, shall install a separate meter to determine the Tenant's electricity consumption.
- 9) **Insurance:** The Tenant, at its own expense, shall take out and maintain in force while this Agreement is in effect, comprehensive general liability insurance in a minimum amount of \$2,000,000 per occurrence for injury, death, property damage arising out of the Tenant's operations pursuant to this Agreement, and naming the Landlord as additional insured.

**10) Installation and Maintenance of Equipment:**

- a. Tenant will repair any damage to the Building caused by its installation, maintenance or removal of Equipment at the end of the Term.
- b. The Equipment shall be installed, operated, maintained and supplemented in a good and workerlike manner in accordance with sound engineering practices, all municipal and other regulations which may apply, and at the Tenants sole cost and expense.
- c. Tenant shall ensure that no liens are registered against the Building as a result of its work and will indemnify Landlord in connection therewith.
- d. Tenant will comply and will ensure that its subtrades comply with all health and safety and environmental legislation and indemnifies Landlord for a breach thereof.
- e. Tenant will ensure that its Equipment does not interfere with the signals of equipment of other service providers granted access by the Landlord.

11) **Performance by Tenant:** Provided Tenant has paid Rent and performed its obligations under this agreement, Landlord agrees that Tenant shall have access to the Premises, Equipment and Utilities 24 hours a day, seven days a week subject to Landlord's reasonable security requirements and enjoy the Premises, Equipment and Utilities without interference.

12) **Indemnity:** Landlord and Tenant indemnify and save harmless each other for loss or damage to person or property caused by their own negligence or those for whom they are responsible and neither party shall be responsible for consequential damages. Landlord shall be responsible for any pre-existing environment contamination of the Building and indemnifies and hold harmless Tenant therefrom.

13) **Default and Termination:** Landlord may terminate this agreement if Tenant has failed to cure a breach for which it has received 30 days notice from Landlord, unless the breach is incapable of remedy within such a period and Tenant has diligently commenced to cure the default.

14) **Transfer:** Landlord may assign this agreement at any time and shall be relieved of all obligations to Tenant under this agreement to the extent that the assignee assumes the Landlord's obligations under this agreement. Tenant shall not assign this agreement or sublet or license all or part of the Premises (a "transfer") without the prior written approval of Landlord, acting reasonably. Notwithstanding the foregoing, Tenant may effect a transfer to a corporate affiliate. Tenant shall ensure that Landlord is informed of a transfer and shall remain liable under this agreement.

15) **Notices:** All notices under this agreement shall be in writing and may be delivered by mail, facsimile or in person to the addresses below and shall be deemed received three business days later if mailed and the next business day following the date of transmission by facsimile or personal delivery.

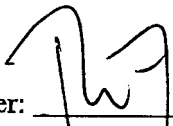
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Landlord: Attn: Paul Dalla Lana  
 357 Bay Street, Suite 502  
 Toronto, ON M5H 2T7  
 Phone (416) 366 8300 ext 223  
 Facsimile (416) 366 6886

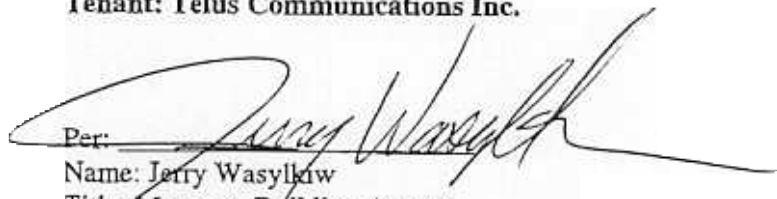
Tenant: Attn: Jerry Wasylkiw  
 12040 - 107 Street  
 Edmonton, AB T5G 2S7  
 Phone (780) 493 7414  
 Facsimile (780) 493 7677

- 16) **General:** This is the entire agreement between the parties affecting the subject matter described herein. Any amendments must be in writing and signed by both parties. If any portion of this agreement is found to be invalid, such portion shall be severed without affecting the validity of the balance of the agreement. Except for reason of financial inability, delay in performance by either party shall be excused for delay for causes beyond their reasonable control. The parties warrant that there are no restrictions contained in any other agreement to which they are a party that would prevent either party from entering into this agreement. The provisions of this agreement shall be subject to all applicable regulatory laws and regulations, which will prevail in the event of conflict. This agreement is binding on the parties and their respective successors and assigns.
- 17) **Non-Exclusive Agreement:** To be clear, this is not an exclusive agreement. The Landlord may enter into similar types of agreements with other companies to offer similar services as those of the Tenant to other tenants of the Building.
- 18) **Confidentiality:** Each party hereto shall use all commercially reasonable efforts to keep the financial terms and conditions of this Lease confidential, except with the consent of the other and except such disclosure as may be reasonably necessary to facilitate any borrowing or sale or to allow for review by it's solicitors and consultants.

Dated this 8 day to December, 2001  
 Landlord: 1402378 Ontario Ltd.

Per:   
 Name: Paul Dalla Lana  
 Title: President  
 I have the authority to bind the Corporation.

Dated this 13 day to December, 2001  
 Tenant: Telus Communications Inc.

Per:   
 Name: Jerry Wasylkiw  
 Title: Manager, Building Access  
 I have the authority to bind the Corporation

**SCHEDULE "A"**  
**Legal Description**

Lot 1, 2, 12, 13  
Block 2  
Plan 7622073

