

SERVICE PROVIDER ACCESS AGREEMENT

IN CONSIDERATION of the rents paid by TELUS Communications Inc. ("Tenant") to Credit Suisse Real Estate Fund International (Canada) Leaseholds Inc. ("Landlord") and the terms contained herein, the parties agree as follows:

1. **Address where Premises are located:** 121 Bloor Street East, Toronto ("Building") as legally described on Schedule "A".
2. **Premises:** As described in Schedule "B".
3. **Term:** 5 years.
4. **Commencement Date:** December 1, 2005 or the first of the month after the date installation commences whichever is sooner.
5. **Options to Extend:** (2) x (5) years 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:** \$3,960.00 plus GST per year payable annually in advance on the first day of each anniversary of the commencement date. Tenant will pay its own business taxes and within fifteen (15) days of receipt of an invoice, therefore any increase in realty taxes assessed against Landlord by reason of the installation of the 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 located in the Building and as support or back-up for Tenant's ring technology in the event of an interruption in service. Tenant may connect to all necessary utilities, trunk lines, customers' equipment and Landlord's electrical grounding system, so long as the nature of the items to be connected to and the manner of connection is first approved on in writing by the Landlord and will have access to required conduit, risers, closets and meter rooms upon reasonable prior notice to the Landlord not to be unreasonably withheld.



8. **Electricity:** The Tenant will not use, and or plug into any building electrical system located in its Point of Present (POP) telephone room, identified as the Tenant's Premises on Schedule "B" to this agreement, until its equipment requires such electrical supply, in which case the Tenant will Notify Landlord in writing immediately. It is understood that, when required as set out in this agreement, the Tenant will pay for its own electrical consumption as reasonably and equitably allocated by the Landlord and it is further understood that an upfront payment by the Tenant to the Landlord will be made in the amount of Three Hundred and Fifty Dollars (\$350.00), which payment will be reconciled on an annual basis in order to reflect the estimated actual consumption as determined by the landlord acting reasonably or at the Tenant's sole option, cost and expense, the tenant will be entitled to install a separate meter to measure its exact consumption reading, which reading will then be used as the basis for reimbursing the Landlord for the associated costs. Within fifteen days of a written request from the landlord the Tenant will provide consumption data or its best estimate of consumption, acting reasonably, to Landlord.

9. **Prior to Commencement Date Tenant shall:**

Submit equipment plans to Landlord for prior written approval not to be unreasonably withheld. All costs and expenses incurred by the Landlord in reviewing the Equipment Plans shall be reimbursed by the Tenant to the Landlord within thirty (30) days of demand, the equipment shall be installed strictly in accordance with the approved plans;

Obtain all consents, licenses and permits required to install and operate the Equipment and Landlord agrees to cooperate and provide all consents, authorizations and information reasonably required by the Tenant and at the Tenant's sole cost;

(c) Conduct all tests required to satisfy itself that the Premises are suitable for its intended purpose; and

Provide Landlord with a certificate of comprehensive general liability insurance with coverage of not less than \$5,000,000, noting Landlord as additional insured.

10. **Installation and Maintenance of Equipment**

(a) Tenant will remove the equipment at the end or sooner termination and repair any damage to the Building caused by its installation, maintenance or removal of Equipment at the end or sooner termination of the term.

(b) The equipment shall be installed, operated, maintained and supplemented in a good and worker like manner in accordance with sound engineering practices.

(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.
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.
Tenant will ensure that its Equipment does not interfere with the signals or equipment of:

- (i) service providers granted prior access by Landlord; and
- (ii) the tenants and other occupants of the Building.

11. **Construction and Supervision Fee:** The Landlord, acting reasonably, will provide and administer such supervision at a cost plus ten per cent.

12. **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 24 hours a day, seven days a week subject to Landlord's reasonable security requirements and enjoy the Premises without interferences.

13. **Indemnity:** The Tenant shall and does hereby agree to indemnify and save harmless the Landlord and release from and against any and all actions, causes of action, suits, claims, damages, awards, proceedings, costs (including without limitation the Landlord's counsel fees, court costs and fees of expert witnesses) and liabilities or claims (collectively "Claims") by any third party (including, without limitation, any Authorized Individual and the directors, officers, employees, agents, representatives or customers of the Tenant and each Releasee) arising out of or proximately caused by:

The placement, installation, use (or the inability to use), operation, maintenance or removal of the Tenant's Equipment by the Tenant or an Authorized Individual in, on, or from the Landlord's Premises or the POP Area;

The performance of this Agreement by the Tenant, including the installation or Modification of the Tenant's Equipment, or its use or misuse by the Tenant;

Any breach, violation, act or omission or non-performance of any condition, covenant, obligation, representation or warranty by or on the part of the Tenant;

Damage to the Landlord's Premises or any personal property (including the loss thereof) of the Landlord, or any third party, or physical injury (including death resulting there from) caused directly or indirectly by the Tenant or an Authorized Individual;



Any act or omission of the Tenant in connection with the presence, installation, use, operation, maintenance or Modification of the Tenant's Equipment;

The proximity of the Tenant's Equipment to any facilities or equipment of the Landlord, any tenant of the Landlord, whether or not a customer of the Tenant, or other Carriers within the Landlord's Premises as a result of the presence, installation, use, operation, maintenance or Modification of the Tenant's Equipment;

Any act or omission of or by the Tenant in or while providing any service to any customer of the Tenant, or in respect to any service interruption, failure or impairment;

Any actual or attempted seizure or repossession of the Tenant's Equipment or any other equipment or property of the Tenant in any of the Landlord's properties by any creditor of the Tenant or by any other party;

The infringement of patents or other intellectual property rights arising from the use of the Tenant's Equipment or the combining or using the Tenant's Equipment with other equipment or facilities of the Landlord within the Building; or

Any claim of ownership, right or title by any third party in respect of the Tenant's Equipment (the Tenant represents and warrants it is an owner and/or user of all of the Tenant's Equipment) or any claim arising from any alleged lack of authority by the Tenant to enter into this Agreement.

- (A) The Landlord shall not be liable for the quality of transmission, or for any damages arising from omissions, interruptions, delays, errors or defects in transmissions suffered by the Tenant, or any of its customers, caused by failures or defects within the Landlord's Premises or the Tenant's Area.

14. **Default and Termination:** Landlord may terminate this agreement if;
- (i) tenant has failed to cure a breach for which it has received 15 days' notice from Landlord, unless the breach is incapable of remedy within such period and Tenant has diligently commenced to cure the default; or
 - (ii) if the equipment interferes with the signals or equipment of (a) service providers granted prior access by Landlord or (b) any tenant(s) or occupants of the Building and such interferences is not eliminated within 24 hours of written notice from the Landlord to the Tenant.

15. **Transfer:** Landlord may assign this agreement at any time and shall be relieved of all obligations to Tenant under this agreement, provided Landlord ensures that the assignee receives actual notice of 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, upon prior written notice to the Landlord, effect a transfer to a corporate affiliate, its senior lenders or their collateral agents or a purchaser of a material portion of its business provided the Tenant is not released from performing any of the obligations hereunder.

16. **Notices:** All notices under this agreement shall be in writing and may be delivered by mail (except in the event of an actual or threatened postal disruption), 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. At its own expense, Tenant may register a notice or caveat of this agreement on title to the Building in a form approved by Landlord and will remove such registration upon the expiration or earlier termination of this agreement.



17 **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, except for any delay in performance by either party shall be excused for delay for causes beyond their reasonable control provided that same shall not excuse Tenant for any of the payment obligations hereunder. 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.

Date: Oct 31 / 2005

Date: November 7, 2005
CSREFI (Canada) Leaseholds Inc

Tenant: TELUS Communications Inc.

Landlord: c/o Colliers International
Property Management

Per: [Signature]

Per: Pauline Fowles

Name: Robert Beatty

Name: Pauline Fowles

Title: AVP Building Access

Title: Property Manager

I have the authority to bind the Corporation

I have the authority to bind the Corporation

Mailing Address for Notices:

Mailing Address for Notices:

90 Gough Road
Markham, Ontario
L3R 5V5

~~1~~ Queen Street East 160 BLOOR ST. EAST, SUITE 900
Toronto, Ontario
~~M5C 2Z2~~ M4W 1B9

Attn: Robert Beatty,
AVP Building Access

Attn: PROPERTY MANAGER

Fax: 416-496-6767

Fax: 416-925-0026

Tel: 416-496-6801

Tel: 416 923-2711

SCHEDULE "A"

Legal Description

SCHEDULE "B"

Description of Premises

P3 Level Room B
Approximately 132 square feet