

ANTENNA LEASE AGREEMENT

THIS AGREEMENT made this 8th day of September, 2004,

BETWEEN:

BEREZAN MANAGEMENT (ALTA) LTD.
As Agent for 909507 Alberta Ltd.
280, 815 – 8th Avenue S.W.
Calgary, Alberta
T2P 3P2

(the “**Landlord**”)

OF THE FIRST PART

- and -

BELL WEST INC.
2100, 111 – 5th Avenue S.W.
Calgary, Alberta
T2P 3Y6

(the “**Tenant**”)

OF THE SECOND PART

WITNESSETH WHEREAS the Landlord is the registered owner of the property municipally known as 10655 Southport Road S.W., Calgary, Alberta (the “**Building**”) which is more particularly described in Exhibit “A” attached hereto and forming a part hereof;

AND WHEREAS the Tenant is desirous of using a portion of the Building being approximately • (25) square feet of leaseable area to erect an equipment cabinet in an existing room within the Building on the 15th floor and to install cabling, antennas, antenna mounts and any other related equipment attachments emanating from the roof of the Building or the exterior of the Building which is more particularly shown on the plan attached hereto and forming a part hereof as Exhibit “B” (the “**Leased Premises**”) and to have access to the roof of the Building and the interior and exterior of the Building for the use of the Tenant, its agents, employees, contractors, assignees and/or sublessees to attach, adjust, operate, maintain and replace initial and additional cabling, antennas, antenna mounts and any other related equipment attachments required for wireless telecommunications;

AND WHEREAS the Landlord is agreeable to allowing the Tenant to use the Building as herein described subject to the terms and conditions hereinafter contained;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. USE OF LEASED PREMISES

The Landlord hereby grants to the Tenant permission to install cabling, antennas, antenna mounts and any other related equipment attachments emanating from the roof of the Building or the exterior of the Building (the “**Equipment**”) and to have access to the roof of the Building and the interior and exterior of the Building for the use of the Tenant, its agents, employees, contractors, assignees and/or sublessees to attach, adjust, operate, maintain and replace initial and additional Equipment required for wireless telecommunications.

2. **TERM**

The term of this Lease shall be five (5) years commencing on September 1, 2004 and ending on ~~April 30,~~ ^{August 31} 2009, (the "**Term**").

3. **RENT**

The Tenant shall pay to the Landlord gross rent (the "**Rent**") in the amount of Four Thousand (\$4000.00) Dollars annually for the use of and access to the Leased Premises as granted by the Landlord herein. In addition, the Tenant shall pay to the Landlord any goods and services tax ("**GST**") which it is required to pay by law, which GST shall be paid at the time the Rent is payable. The Landlord's GST registration number is 867511115.

4. **OPTION TO EXTEND**

Provided the Tenant is not in breach of the Lease at the expiry of the Term, the Tenant shall have three (3) options to extend the Term of the Lease (the "**Option to Extend**") for a further term of five (5) years each upon the same terms and conditions as contained in the Lease save only for the Rent shown on Exhibit "C" attached hereto. To exercise an Option to Extend, the Tenant shall give notice in writing to the Landlord no later than ninety (90) days prior to the date of expiry of the then current Term.

5. **ASSIGNMENT**

The Tenant shall be permitted to assign, sublet or license the whole or any part of the Equipment or Leased Premises and rights of access with the consent of the Landlord to any assignee, sublessee or licensee (the "**Assignee**"), provided that the Tenant shall not be relieved from any of its obligations under this Lease and further provided that any Assignees agree to be bound by the terms and conditions of this Lease.

6. **TENANT'S WORK**

- (a) The Tenant shall, at its own expense, install, attach, repair, operate and maintain its Equipment in a good and workmanlike manner. All installation, reconfiguration, attachment, maintenance, repair and operation to be carried out under this Lease by the Tenant shall be done at the Tenant's expense and risk, subject to the Landlord's prior written approval, such approval not to be unreasonably withheld. Upon the expiration or earlier termination of this Lease, the Tenant agrees to repair at the Tenant's cost and expense to the reasonable satisfaction of the Landlord, all damages, structural or otherwise, save and except for reasonable wear and tear, that may be caused to the Building by reason of the installation, reconfiguration, attachment, maintenance, operation or removal of the Tenant's Equipment.
- (b) The Tenant and any Assignee may make any alterations and/or improvements during the Term and any extension thereof without requiring the consent of the Landlord. Such alterations and/or improvements may include, but are not limited to, the expansion of existing, or the addition of new, equipment shelter, antennas, antenna mounts, apparatus, fixtures, cabling, attachments or any other equipment required by the Tenant or any Assignee.
- (c) The Landlord agrees that the Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and may be removed from the Leased Premises at any time from time to time by the Tenant during the Term or within a reasonable time after expiration or early termination of this Lease, so long as the Tenant makes good any damage caused by such removal, reasonable wear and tear excepted. Failure by the Tenant to remove the Equipment after receipt of at least ninety (90) days' prior written notice by the Landlord to remove same upon the expiration or early termination of this Lease shall enable the Landlord to remove the Equipment at the reasonable expense of the Tenant.

7. **ACCESS**

- (a) The Landlord grants to the Tenant and its agents, employees and contractors, or to its Assignee, all rights of direct access, twenty-four (24) hours a day, seven (7) days a week, to the Building, and such other rights as are necessary to enable the Tenant or its agents, employees or contractors or any Assignee to install, reconfigure, attach, operate, maintain and replace the Equipment, including, but not limited to, connecting the Equipment to the public telephone and utility networks, pursuant to the public telephone and utilities' requirements or recommendations and any required right-of-ways as may be detailed in Exhibit "B". Tenant agrees to complete the foregoing installation and maintenance during normal business hours, when possible, giving the Landlord

reasonable notice and shall have access outside normal business hours by prior arrangement with the Landlord or in emergency situations only.

- (b) Where available, the Tenant and its agents, employees and contractors and any Assignee, shall have the use of and access to any existing access driveway . If required, the Landlord shall provide the Tenant with a parking stall rentable on a monthly basis at current market rates.

8. ELECTRICITY

The Tenant shall have the right at any time, and at its own cost and expense, to connect to and draw power from the Landlord's electrical power supply. Where the Tenant's Equipment consumes more than approximately one (1) kilowatt per hour, the Landlord may require the Tenant to pay for all electricity consumed by the Tenant on a load and usage basis. If required by the Landlord, the Tenant, at its sole cost and expense, shall install a separate meter to determine the Tenant's electricity consumption. The Landlord shall use commercially reasonable efforts to notify the Tenant in advance of any planned utility outages that may interfere with the Tenant's use. The Tenant agrees that the Landlord has no obligation or responsibility to provide emergency or backup power to the Tenant, unless the parties agree that the Landlord will provide emergency or backup power to the tenant on such terms and conditions as mutually agreed between the parties.

9. OVERHOLDING

If the Tenant overholds the Leased Premises beyond the Term of this Lease or any extension provided herein, the Tenant may continue such holding over as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.

10. TERMINATION BY TENANT

The Tenant shall have the right to terminate this Lease upon written notice to the Landlord in the event of the occurrence of any of the following:

- (a) the Tenant is unable to secure, on terms and conditions reasonably satisfactory to the Tenant, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, replacement and removal of the Tenant's Equipment;
- (b) the Equipment is damaged or destroyed and the Tenant determines that it will not effect repairs to, or replace, the Equipment;
- (c) the Tenant no longer requires Leased Premises for the purpose of providing its telecommunications services to customers in the Building;
- (d) the Landlord defaults in the observance or performance of any of the Landlord's obligations under this Lease, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Landlord to the Tenant, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Landlord promptly commences such cure with reasonable diligence;
- (e) the Landlord makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Landlords conclusive evidence of insolvency; or
- (f) a structure is built or constructed that interferes with blocks or otherwise degrades or impairs the Tenant's wireless signals, capabilities and effectively eliminates the site as a functioning entity within the Tenant's wireless operating system and after the Tenant has made reasonable efforts to facilitate correcting wireless inference degradation or impairment.

11. TERMINATION BY LANDLORD

The Landlord shall have the right to terminate this Lease upon written notice to the Tenant in the event of the occurrence of any of the following:

- (a) the Tenant defaults in the payment of the Rent or any other sum due under this Lease, and such default continues for more than thirty (30) days after receipt of written notice of such default from the Landlord to the Tenant;
- (b) the Tenant defaults in the observance or performance of any of the Tenant's obligations under this Lease and such default continues for more than thirty (30) days after receipt of written notice of such default by the Tenant to the Landlord, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Tenant promptly commences such cure with reasonable diligence; or
- (c) the Tenant makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Tenant is conclusive evidence of insolvency.

12. NON-EXCLUSIVITY

The Landlord shall have the right to use or permit others to use the Building and the Leased Premises for the purpose of radio frequency transmission and reception or any other purpose, provided that in any case such installations shall not interfere with or degrade or impair the signals of the Tenant's Equipment in any manner. If any new installations interfere with the signals of the Equipment, in addition to any other remedies available to the Tenant, the Landlord shall cause the owner or operator of such new installation to forthwith stop operating temporarily while the problem or matter is being resolved or corrected and, failing such resolution or correction within a reasonable period of time, the Landlord shall cause the owner or operator to forthwith stop operating permanently.

13. QUIET ENJOYMENT

The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord provided the Tenant performs all its covenants under this Lease.

14. INSURANCE

The Tenant shall, during the Term, keep in full force and effect Comprehensive General Liability insurance in a minimum amount of five million (\$5,000,000.00) dollars per occurrence for claims arising from bodily injury, including death, or physical damage to tangible property arising from the Tenant's performance of this Lease.

15. INDEMNITY

The Tenant shall indemnify the Landlord for any claims or damages arising under this Lease, limited to the extent of the Tenant's negligence arising from its performance under this Lease. The Tenant's liability under this Lease shall be limited to the value of this Lease and excludes all indirect and consequential damages whatsoever.

16. ENVIRONMENTAL

The Landlord warrants, to the best of its knowledge, that the Leased Premises do not contain any toxic or hazardous substances or materials ("**Hazardous Substances**"), including, without limitation, asbestos, urea formaldehyde or PCBs. If any Hazardous Substances are discovered by the Tenant during the Term or any extension thereof, the Landlord shall remove said Hazardous Substances at its expense, or, at its option, indemnify and hold the Tenant harmless from any liability arising from the presence of such Hazardous Substances on the Leased Premises.

17. MODIFICATION

No change or modification to this Lease shall be valid unless it is in writing and is duly executed by both parties hereto.

18. REGISTRATION AND NON-DISTURBANCE

The Tenant may register this Lease or a notice of this Lease on title to the Building in order to show its interest herein and the Landlord shall provide the Tenant with a legal description of the Building for such registration. The Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement in writing recognizing and agreeing to be bound by the terms and conditions of this Lease. The Landlord further agrees to execute any further documents reasonably required with respect to obtaining such non-disturbance agreement and all direct costs shall be borne by the Tenant.

19. NOTICE

Any notice required by this Lease shall be made in writing and shall be considered given or made on the day of delivery if delivered before 5:00 p.m. by facsimile or by personal delivery upon any officer of the Tenant, or three (3) business days after the day of delivery if sent by prepaid registered mail upon the Landlord addressed as follows:

Berezan Management (Alta.) Ltd.
280, 815 – 8th Avenue S.W.
Calgary, Alberta T2P 3P2

Attention: Alison Gravelle
Facsimile: (403) 508-5017

and in the case of the Tenant to:

NEXACOR REALTY MANAGEMENT INC.
10104 – 103rd. Avenue
28th. floor
Edmonton, Alberta T5J 0H8

Attention: Director, Realty Transactions and Director, Lease Administration
Facsimile: (780) 409-6964

With a copy to :

BELL WEST INC.
2100, 111 – 5th Avenue S.W.
Calgary, Alberta T2P 3Y6

Attention: • Senior Legal Counsel
Facsimile: • (403) 410-4019

Either party hereto may change its aforesaid address for notice in accordance with the provisions of this section.

20. BINDING AGREEMENT

The Landlord covenants that he has good right, full power, and absolute authority to grant this Lease to the Tenant and this Lease shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

21. EXECUTION

This Lease shall not be in force or bind either of the parties hereto until executed by all the parties named herein.

22. CONFIDENTIALITY

The terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the parties hereto. The Landlord, its agents and its employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenant and to take all reasonable precautions for protection of such information from disclosure.

23. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the parties hereto. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.

IN WITNESS WHEREOF the said parties hereto have duly executed this Lease on the dates noted below.

DATED at CALGARY, this 15 day of SEPTEMBER, 2004.

BELL WEST INC.

Per:
Name:
Title:

Seal

DATED at _____, this _____ day of _____, 2004.

BEREZAN MANAGEMENT (ALTA.) LTD.
as agent for 909507 Alberta Ltd.

Per:
Name:
Title:

Seal

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation