

1152W 30225-00000

THIS AGREEMENT MADE THIS 30 DAY OF September, 1999 BETWEEN:

Sun Life Assurance Company of Canada, 440 Sun Life Place, 10123 – 99 Street, Edmonton, Alberta
The "Landlord"

And

Intrigna, 1142, 10180 – 101 Street, Edmonton, Alberta T5J 3S4
The "Provider"

The Landlord, in consideration of the Provider agreeing to install a telecommunication network on the lands described as Donsdale Place, 10709 Jasper Avenue, Edmonton hereby grants to the Provider its servants, agents, employees, contractors and subcontractors a right of way in the ducting of the building on lands described above, as it exists from time to time, for the purpose of installing, constructing, maintaining and servicing telecommunications cables and associated electronic equipment on the lands and to connect the Network to its main system.

This agreement will commence at the 1st day of October, 1999 and continue until either party terminates the agreement.

The Landlord shall not be responsible to pay any fees relating to the installation or use of the Network.

The Provider agrees to pay the Landlord an annual gross rental of Eighteen Hundred Dollars (\$1,800.00) in equal bi-annual instalments of Nine Hundred Dollars (\$900.00) plus GST, on October 1st and April 1st of each year.

Any additions to the building telecommunications wiring will not be completed without the prior approval of the Landlord.

The Provider shall have the right to enter on the land for the purpose of installing, maintaining, repairing, improving, replacing and removing the Network. The Provider shall have access to the land subject to the Landlord's security procedures as reasonably required by the Landlord.

This agreement can be terminated by either party giving 90 days written notice to the other party on the following conditions:

- a) the Landlord has an agreement of sale for the lands and building, or
- b) the Provider has not responded to problems identified by the Landlord, acting reasonably in writing to the Provider concerning the Provider's activities and operations in the building, or
- c) the Provider has abandoned or ceased operation of its services in the building.

The tenants and the occupants of the Building shall be entitled to obtain and use telecommunication services provided by any other provider as long as such services are not connected to the Provider's equipment.

* The equipment shall at all times remain the property of the Provider and shall not be considered a fixture to the Land and the Provider has the right to remove their equipment at any time.

The Provider will be responsible at all times for maintaining comprehensive liability insurance of \$1,000,000.00 and providing evidence that your Worker's Compensation Account is current.

Land Address and Building Name

Donsdale Place, 10709 Jasper Avenue, Edmonton

Landlord Name and Address

Sun Life Assurance Company of Canada
#440, 10123 – 99 Street, Edmonton, Alberta T5J 3H1

Landlord's Signature

Provider Name and Address

Intrigna
1142, 10180 – 101 Street, Edmonton, Alberta T5J 3S4

Provider Signature

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Vice President, Client Services