

TELECOMMUNICATIONS SERVICE PROVIDER ACCESS LICENCE AGREEMENT

NOW THEREFORE in consideration of the sum of ONE (\$1.00) DOLLAR (receipt of which is acknowledged) hereby paid by: **BELL WEST INC.**, ("Licensee") to **946563 ALBERTA LTD.** ("Licensor), together with other valuable consideration described herein: **THE PARTIES AGREE AS FOLLOWS:**

- 1. Address where Premises are located:** 13415 – Fort Road, Edmonton, AB("Building") As legally described in Schedule "A".
- 2. Premises:** Described in Schedule "B". (sketch of Licensee's Premises)
- 3. Term: (ten) 10 years.**
- 4. Commencement Date:** **October 01, 2003**, or the date installation commences, whichever is sooner.
- 5. Options to Extend: Two (2) x Five (5) years.** To exercise an option to extend, Licensee shall provide ninety (90) days written notice to Licensor prior to end of the relevant Term.
- 6. Taxes:** Licensee shall pay its own business taxes and, upon receipt of written proof, any increase in realty taxes assessed against Licensor 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 Licensee's equipment, cable, apparatus and ancillary attachments ("Equipment") for the communication of signals to and from customers located in the Building and as support or back-up for Licensee's ring technology in the event of an interruption in service. Licensee may connect to all necessary utilities, trunk lines, customers' equipment and Licensor's electrical grounding system and will have access to required conduits, risers, closets and meter rooms.
- 8. Electricity:** Licensee will pay for its own electrical consumption. If required by the Licensor, the Licensee, at its sole cost and expense, shall install a separate meter to determine the Licensee's electricity consumption. The Licensor shall use commercially reasonable efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's use.
- 9. Prior to Commencement Date Licensee Shall:**
 - (a) Submit Equipment and Improvement plans to Licensor for approval;
 - (b) Obtain all consents, licenses and permits required to install and operate the Equipment and Improvements and Licensor agrees to cooperate and provide all consents, authorizations reasonably required to the Licensee;
 - (c) Conduct all tests required to satisfy itself that the Premises are suitable for its intended purpose; and
 - (d) Licensee, 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 Five Million Dollars (\$5,000,000) per occurrence for injury, death or property damage arising out of the Licensee's operations pursuant to this Agreement, which insurance shall contain cross liability and severability of interest clauses.

10. Installation and Maintenance of Equipment and Improvements:

- (a) Licensee shall forthwith repair any damage to the Building caused by its installation, maintenance or removal of Equipment and Improvements at the end of the Term.
- (b) Licensee shall remove all Equipment and Improvements at the end of the Term.
- (c) The Equipment and Improvements shall be installed, operated, maintained and supplemented in a good and workman like manner in accordance with sound engineering practices.
- (d) Licensee shall ensure that no liens are registered against the Building as a result of its work and will indemnify Licensor in connection herewith.
- (e) Licensee will comply and will ensure that its sub-trades comply with all health and safety and environmental legislation and will indemnify Licensor for a breach thereof.
- (f) Licensee will ensure that its Equipment and Improvements do not interfere with the signals or equipment of service providers granted prior access by Licensor.

11. Performance by Licensee: Provided Licensee has performed its obligations under this Licence, Licensor agrees that Licensee shall have non-exclusive access to the Premises and Utilities 24 hours a day seven days a week subject to Licensor's reasonable security requirements and enjoy the Premises and Utilities without interference.

12. Indemnity: Licensor and Licensee 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. Licensor shall be responsible for any pre-existing environmental contamination of the Building and indemnifies and holds harmless Licensee therefrom. Licensee shall indemnify Licensor against any environmental contamination caused by Licensee or Licensee's equipment.

13. Default and Termination:

- (a) Licensor may terminate this agreement if Licensee has failed to cure a breach for which it has received 30 days' prior written notice from Licensor, unless the breach is incapable of remedy within such period and Licensee has diligently commenced to cure the default. Licensee may terminate this agreement upon 60 days' prior written notice to Licensor.
- (b) In the event the Licensee no longer provides services to customers located in the Building the Licensor may, upon ninety (90) days prior written notice to the Licensee, terminate this Agreement and request the Licensee to remove its Equipment and Improvements from the Building.

14. Transfer: Licensee shall not assign this Agreement or sublet or license all or part of the Premises (a "transfer") without the prior written approval of Licensor, acting reasonably. Notwithstanding the foregoing, Licensee may effect a transfer to a corporate affiliate, its senior lenders or their collateral agents or a purchaser of a material portion of its business. Licensee shall ensure that Licensor is informed of a transfer and except for a transfer to a purchaser, 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.

16. **Force Majeure:** Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall mean any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots epidemics, acts of government or any competent authority having jurisdiction, or any other legitimated cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be a force majeure.
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, 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.
18. **CRTC:** The Licensor and the Licensee acknowledge that the access rights of telecommunications providers in multi-tenant buildings is presently subject to a regulatory proceeding initiated by the CRTC. In the event the CRTC issues a ruling or decision in respect of such access rights while this Agreement is in effect, this Agreement shall be amended by the parties in such a manner so as to give effect to such ruling or decision, including, without limitation, the termination of the Agreement if necessary.

IN WITNESS WHEREOF the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf as of the date first above written:

Licensee: **Bell West Inc.**

Licensor: **946563 Alberta Ltd.**

Per: _____

Per: _____

Name: _____

Name: **Blaine Benson**

Title: _____

Title: **President**

Date: _____

Date: _____

I have the authority to bind the Licensee.

I have the Authority to bind the Licensor.

Mailing Address for Notices:

Mailing Address for Notices:

Bell West Inc.
21st Floor, 111 - 5th Avenue SW
Calgary, Alberta T2P 3Y6

Fort Road Centre
1594 Burnley Place
Victoria, BC

Attn: Legal: Senior Counsel

Attn: Blaine Benson

Fax: (403) 410-4019 Tel: 1-888-333-2811

Fax: _____ Tel: (250) 472-2215