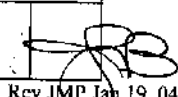


TELECOMMUNICATIONS SERVICE PROVIDER ACCESS LICENCE AGREEMENT

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

1. **Address of Premises:** 200 Boudreau Road, St. Albert, Alberta (the "Building"), as legally described in Schedule "A" hereto.
2. **Premises:** Described in Schedule "B" hereto [sketch of the Premises].
3. **Term:** five (5) years.
4. **Commencement Date:** December 1, 2006 or the date installation commences, whichever is sooner.
5. **Options to Extend:** Two options of five years each. To exercise an option to extend, the Licensee shall provide written notice to the Licensor at least 90 days prior to end of the relevant Term. The License Fee for each option period shall be determined by mutual agreement or by Arbitration under the provisions of the Arbitration Act of the Province of Alberta if the parties cannot agree.
6. **License Fee:** The Licensee shall pay to the Licensor an annual License Fee in an amount of 700 Dollars (\$700.00), excluding GST, which License Fee shall be paid in advance on the Commencement Date and, thereafter, on each anniversary of the Commencement Date during the Term.
7. **GST:** The Licensee shall pay GST as applicable on the License Fee, which GST shall be paid at the time the License Fee is payable. The Licensor's GST registration number is 897785754RT0001.
8. **Taxes:** The Licensee shall pay its own business taxes and, upon receipt of written proof, any increase in realty taxes assessed against the Licensor by reason of the installation of the Equipment or the Licensee's use of the Premises.
9. **Use of Premises and Utilities:** The Licensee shall have a non-exclusive licence to install, operate, maintain, repair, replace and supplement the Licensee's equipment, cable, apparatus and ancillary attachments and any improvements thereto (collectively, the "Equipment") for the communication of signals to and from customers located in the Building and as support or back-up for the Licensee's ring technology in the event of an interruption in service. The Licensee may connect to all necessary utilities and trunk lines (collectively, the "Utilities") and to customers' equipment and the Licensor's electrical grounding system, and will have access to required conduits, risers, closets and meter rooms.
10. **Electricity:** The Licensee shall pay for its own electrical consumption. The Licensor shall use commercially reasonable efforts to provide the Licensee with ten (10) Business Days advanced notice of any planned utility outages that may interfere with the Licensee's use of the Premises and the Equipment. In the case of emergency power outages, the Licensor shall make reasonable efforts to notify the NOC at 1-877-993-4237. The Licensor shall not be responsible for any power outages or the possible consequences to the Licensee's business of such power failures.

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11. Prior to the Commencement Date, the Licensee Shall:

- (a) submit Equipment plans to the Licenser for approval;
- (b) obtain all consents, licenses and permits required to install and operate the Equipment and the Licenser shall cooperate and provide all consents and authorizations reasonably required to the Licensee;
- (c) conduct all tests required to satisfy itself that the Premises are suitable for their intended purposes; and
- (d) shall, at its own expense, 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 or property damage arising from the Licensee's performance of this Agreement, which insurance shall contain cross liability and severability of interest clauses, and
- (e) name the Licenser as additional insured, limited to the extent of the negligence of Licensee and those over which it is responsible in law.

12. Installation and Maintenance of Equipment:

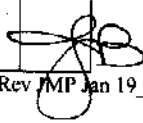
- (a) The Licensee shall forthwith repair any damage to the Building caused by its installation, operation, maintenance, replacement or removal of the Equipment at the end of the Term.
- (b) The Licensee shall remove all Equipment at the end of the Term.
- (c) The Equipment shall be installed, operated,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

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

14. Indemnity: Each party hereto shall indemnify and hold harmless the other party and its officers, directors, employees, agents and shareholders from and against any and all costs, expenses, claims, damages, injury and losses to person or property which result from or are attributable to the negligence of the indemnifying party or its agents, contractors or lawful representatives or to the unlawful or negligent use of the Premises or the Equipment by such indemnifying party or its agents, contractors or lawful representatives. Neither party hereto shall be liable for any indirect, special, incidental or consequential damages, including loss of revenue, loss of business opportunity or loss of use of facilities or property. The Licenser shall be responsible for any pre-existing environmental contamination of the Building and shall indemnify and hold harmless the Licensee therefrom. The Licensee shall indemnify the Licenser against any environmental contamination caused by the Licensee or the Equipment, limited to the extent caused by the Licensee's negligence arising from the performance of this Agreement.

15. Default and Termination:

- (a) Either party may terminate this Agreement if the other party has failed to cure a breach for which it has received at least 60 days' prior written notice, unless such breach is incapable of

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remedy within such period and the breaching party has diligently commenced action to cure such breach.

- (b) In the event the Licensee no longer provides services to customers located in the Building, either party may, upon 90 days' written notice to the other party, terminate this Agreement and the Licensee shall remove the Equipment from the Building. In such event the Licensee shall forfeit any prepayment of Access Licensee fees.
 - (c) Either party may terminate this Agreement upon 30 days' written notice to the other party if such other party 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 assets of a party is conclusive evidence of such party's insolvency.
 - (d) Upon termination of this Agreement, any portion of the License Fee paid by the Licensee in advance shall be refunded by the Licensor to the Licensee on a pro-rated basis to the date of the Termination.
16. **Transfer:** The Licensee shall not assign this Agreement or lease or sublicense all or part of the Premises (a "Transfer") without the prior written consent of the Licensor, acting reasonably. Notwithstanding the foregoing, the Licensee may effect a Transfer to an affiliate (as such term is defined in the *Canada Business Corporations Act*), its senior lenders or their collateral agents or a purchaser of all or substantially all of the Licensee's assets without the prior written approval of Licensor. The Licensee shall ensure that the Licensor is informed of any Transfer and, except with respect to a Transfer to a purchaser of all or substantially all of the Licensee's assets, shall remain liable under this Agreement.
17. **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.
18. **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; provided that lack of funds on the part of such party shall not be deemed to be a force majeure.
19. **General:** Any amendments to this Agreement must be in writing and signed by both parties hereto. 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. The parties hereto 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 hereto and their respective successors and assigns.
20. **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

INITIALS	

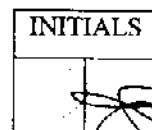
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CRTC. In the event the CRTC issues a ruling or decision in respect of such access rights while this Agreement is in effect, this Agreement shall be amended by the parties in such a manner so as to give effect to such ruling or decision, including, without limitation, the termination of the Agreement if necessary.

21. **Entire Agreement:** This Agreement cancels, replaces and supersedes as of its effective date all existing agreements and understandings, written or oral, between the parties hereto relating to the subject matter of this Agreement. The whole contract between the parties hereto is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement.
22. **Counterparts and Facsimile:** This Agreement may be executed and delivered by facsimile and/or in counterparts, delivery of which will constitute an original.

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 CANADA	Licensor: SUMMIT CENTRE INC.
Per: <u>DAPHNE MADIGIN</u>	Per: <u>[Signature]</u>
Name: <u>MANAGER</u>	Name: <u>IAN BUTLER</u>
Title: <u>ASSET MANAGEMENT</u>	Title: <u>SENIOR V.P.</u>
Date: <u>BELL</u>	Date: <u>DEC. 1/06</u>
I have the authority to bind the Licensee.	I have the authority to bind the Licensor.
Mailing Address for Notices: NEXACOR REALTY MANAGEMENT INC. 10104 - 103rd Avenue, 28th floor Edmonton, Alberta T5J 0H8 Fax: (780) 409-6964 Attention: Director, Realty Transactions and Director, Lease Administration	Mailing Address for Notices: RANCHO REALTY (EDMONTON) LTD. 220 - 9303-34 th Avenue Edmonton, AB T6E 5W8 Fax: (780) 463-3716 Attention: Commercial Manager
With a copy to: BELL CANADA 111 - 5th Avenue SW 21st floor Calgary, Alberta T2P 3Y6 Fax: (403) 410-4019 Attention: Senior Legal Counsel	With a copy to: SUMMIT CENTRE INC. 220 Summit Plaza, 190 Boudreau Road St. Albert, AB T8N 6B9 Fax: (780) 459-1220 Attention: Commercial Manager



SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS:

Plan: 9220390 Block: 2 Lot: 4A

MUNICIPAL DESCRIPTION OF LANDS:

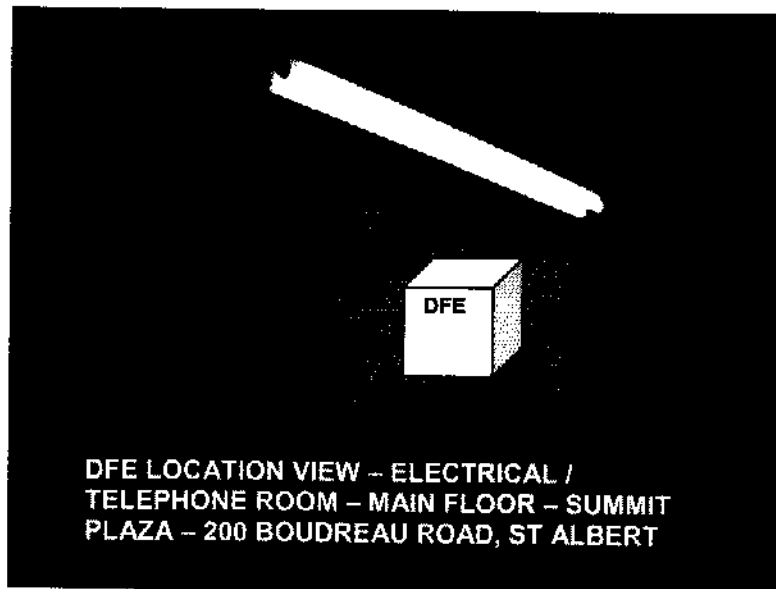
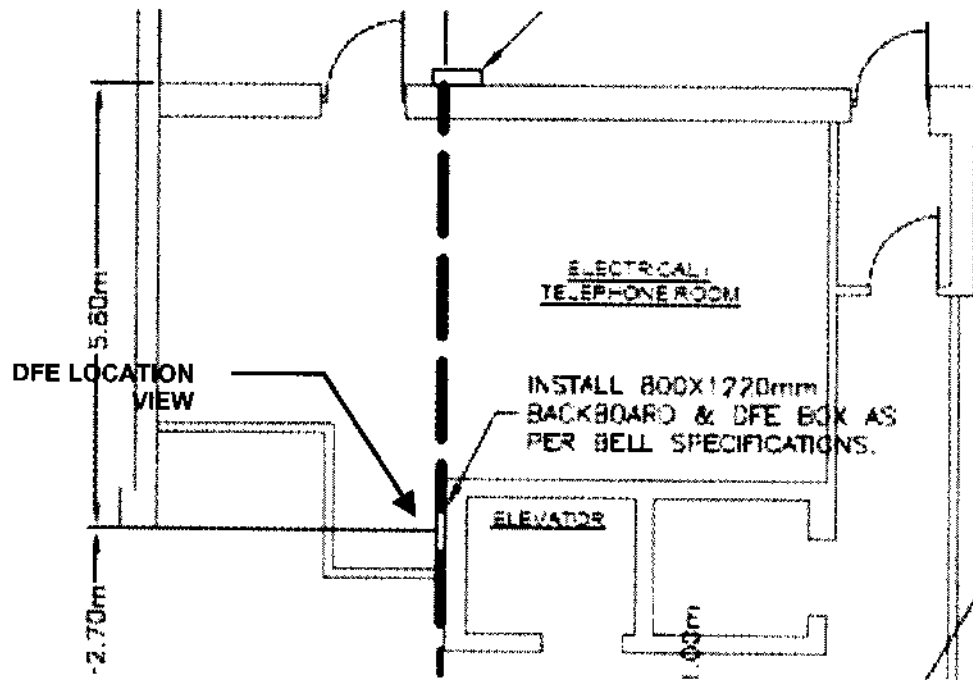
200 BOUDREAU ROAD, ST ALBERT

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SCHEDULE "B"

EQUIPMENT ROOM PLAN



HOP: Final Hand Over Package Checklist

Site Name & Number:	BW6558 ¹
Site Address/Legal Description:	200 Boudreau Rd, St. Albert, AB
Transaction Manager:	Larry Loven

HOP Package Submitted Includes:

Items:	Check if enclosed	If not enclosed, "Why" or Date Required.
1. Copy of the License (including the Schedule and Location Plan)	√	
2. Contract Approval Form	√	
3. Agreement Summary	√	
4. Final Letter to the Owner	√	
5. Copy of the Title	√	
6. Contact Information Report	√	

Additional Comments

BRES

DAPHNE MADIGIN
MANAGER
TECHNICAL ACCOUNT
ASSET MANAGEMENT
BRES

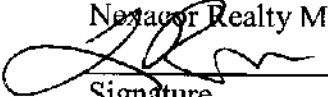
Signature

Signature (Print)

Position

Date

Nexacor Realty Management

 **L. Loven** **Transaction Manager** **30 Nov 20**

Signature

Signature (Print)

Position

Date

This acknowledgement confirms that Bell West is in receipt of the completed HOP file from Nexacor Realty Management Inc.

¹ Letter of Amendment-



CONTRACT APPROVAL FORM

DATE CONTRACT REQUIRED BY: December 1, 2006
TRANSACTION MANGER: Larry Loven
PROJECT #: 6CNSAED008
TYPE OF PROJECT: Commercial DFE Installation
BW6558 – 200 Boudreau Road, St. Albert, AB
REASON FOR CONTRACT: Bell Commercial DFE Installation
TERM OF LEASE: 5 years
BELL WEST FINANCIAL COMMITMENT: 5 x \$700.00 = \$3,500.00 (plus tax)

APPROVALS

SIGNATURE

DATE

ASSET MANAGER:

DAPHNE MADIGIN
MANAGER
ASSET MANAGEMENT
BRES, Asset Management

2006-11-01

FINANCE:

Jeff Hilton
General Manager, Logistics

Please forward original fully executed copies to
Mary Daye – Project Manager – Calgary

1 copy of Agreement and Executed Contract Approval Form to be forwarded to
BRES - Edmonton

ACCESS AGREEMENT SUMMARY

BETWEEN
SUMMIT CENTRE INC.

AND
BELL CANADA

LOCATION: 200 Boudreau Road, St. Albert, AB

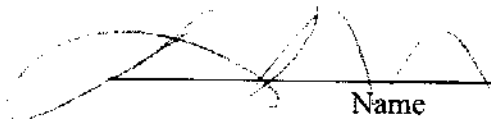
Type of Agreement: Short Form Agreement
Bell Standard Format: Yes

Outline of Changes/Additions/Deletions: Refer to attached Blackline

Initial Term: 5 years
Renewal(s): 2 x 5 Years

First offering/Rate negotiations opened at	=	\$ 0.00
Actual Annual Basic Rent Negotiated	=	\$ 700.00
Bell Standard Annual Rental – (City/Location)	=	\$ unknown
Variance (if any)	=	\$ unknown

Total Financial Commitment (excluding Op Costs and GST) for the Term: = 5 x
\$700.00 = \$3,500.00


Name

Larry Loven
Transaction Manager

November 29, 2006
Date