



BOW VALLEY SQUARE

Phone: (780) 458-6809 (office)

(780) 460-2765 (fax)

September 27, 2000

Bell Intrigna Inc.
29th Floor, 645 - 7th Avenue S.W.
Calgary, Alberta, T2P 4G8

Attn: Debra Pankratz
Facilities Manager

Re: Omers Realty Corp.- Bow Valley Square

Further to our meeting with Stewart MacAllister, Alain Hebert and yourself on September 1, 2000 concerning Bell Intrigna's access to Bow Valley Square and establishment of POP sites. This letter will confirm:

Bell Intrigna Requirements

We understand that Bell Intrigna requires the following:

BVS 1: approximately 247 s.f. of space located in P3-02-1 level to house telecommunications equipment.

BVS 4: approximately 210 s.f. of space located in P2-31-4 level to house telecommunications equipment.

BVS 1/2/3/4: access to vertical conduit system for the purpose of installing fiber optic cable to connect to tenants up to 3/4" OD;
access to existing voice cables to connect to tenants;
access to riser space to install coax cable to deliver DS-3 services to specific tenants.

Pathway: 400 pr voice grade copper, 30 pr ABAM copper from Bell Intrigna POP to MDF as follows:

BVS1 POP to BVS1 MTR
BVS1 POP to BVS 2 MTR
BVS4 POP to BVS 4 MTR
BVS4 POP to BVS3 MTR

Term

Term of ten years effective September 1, 2000 (CHANGE FROM PREVIOUSLY EXECUTED OFFERS)

Fees

POP Site

BVS 1 - Annual recurring fees: \$8,645.00/yr plus electrical consumption

BVS 4 - Annual recurring Fees: \$7,350.00/yr plus electrical consumption

15,995

Pathway System

With respect to access to the pathway system, ORC proposes the following:

Annual recurring fees for the use of the Pathway system to install one or more fiber optic cables not exceeding 3/4" OD in total.

Bell Intrigna will pay an annual fee of \$15,995.00. 15,995 PATHWAY FEE
(w/ conduit)



Voice Copper

Monthly recurring charge \$1.00/pr based upon active and reserved pair count on last day of each month.

Coax for High Speed Service

Fee to be determined if, as and when Bell Intrigna obtains order from tenant.

Clarifications

- Payment of POP Site fees in the amount of \$15,995.00 is acknowledged;
- Payment of \$5,000.00 will be credited to fees for Pathway system; **
- This arrangement is subject to Bell Intrigna executing ORC's Standard Telecommunications Agreement, which is subject to reasonable negotiation;
- Bell Intrigna to pay all costs associated with renovations for POP space;
- This proposal is comparable to similar arrangements with other licensees in Bow Valley Square;
- ORC's plant manager will, at Bell Intrigna's request, install or supply and install Bell Intrigna's fibre, at Bell Intrigna's cost, in pathway system. It is understood that Bell Intrigna may choose to pre-wire all or part of BVS complex. The plant manager will provide Bell Intrigna with a firm price for the installation based upon Bell Intrigna's plans and specs as approved;
- Bell Intrigna will be permitted to install connection from their POP sites to the MTR using ABAM cable. Connection from MTR to tenants will be through existing copper cable;
- Upon request and subject to feasibility and availability of riser space, Bell Intrigna will be permitted to install coax cable from MTR to tenant space through riser system in order to deliver high speed services;
- Plant Manager will install all cable within Pathway system at Bell Intrigna's cost.

We look forward to concluding these discussions with Bell Intrigna and moving forward with the implementation of this building access program. This offer is open for acceptance until close of business on **October 5, 2000** after which time it may be revoked at ORC's discretion.

Thank you for your interest in Bow Valley Square.

Yours truly,

Accepted by Bell Intrigna Inc.

Signature

Vice President, Client Services

Name

Title

BV Square Management Ltd.

F

Director of Operations

On behalf of Omers Realty Corporation

Date

Accepted by OMERS REALTY CORPORATION

Signature

DIRECTOR OF OPERATIONS

Name

Title

cc Stewart MacAllister, TI Edmonton

cc Bill Moore, TI Calgary

cc Alain Hebert, Bell Intrigna

Date



BOW VALLEY SQUARE

02001.015

August 16, 1999

CONFIDENTIAL

VIA COURIER

Mr. Ty Bellavie
Construction Coordinator
Shaw FibreLink Ltd.
Suite 900, 630 - 3rd Avenue S.W.
Calgary, Alberta T2P 4L4

Dear Mr. Bellavie:

RE: FIBRE COMMUNICATIONS EQUIPMENT ROOM - P3-03-1(a)

The following Offer to Lease outlines the basic business terms with respect to Shaw FibreLink Ltd.'s locating fibre communications equipment in Bow Valley Square. This renewal Offer to Lease will be held open for the acceptance of Shaw FibreLink Ltd. (the "Tenant") until 4:00 PM on Friday, August 20th, 1999.

Leased Premises:

Approximately 31 rentable square feet, (the "Leased Premises"), located within the Bow Valley Square 1 telephone room outlined in red on the attached floorplan, being Unit #P3-03-1 (a) on the P3 level of Bow Valley Square 1, 202 Sixth Avenue S.W., Calgary (the "Building"). The purpose of such plan is solely to indicate the approximate location of the Leased Premises.

Term:

Five (5) years, commencing August 1, 1999 (the "Commencement Date") and ending July 31, 2004, (the "Term"), unless terminated earlier as provided herein.

Basic Rent:

\$15.00 per rentable square foot of the Leased Premises, per annum, on a net basis, (the "Basic Rent"), being an annual total of Four Hundred and Sixty-Five---00/100 (\$465.00) Dollars, to be paid to OMERS Realty Corporation (the "Landlord") by the Tenant in advance of, and thereafter upon the anniversary of, the Commencement Date. In the event the Landlord or the Tenant terminates this agreement as provided for in this Offer, the Landlord will repay that part of the Basic Rent then prepaid and unearned as of the termination date.

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Re: Fibre Communications Equipment Room – P3-03-1(a)

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Acceptance of Leased Premises:

The Leased Premises will be accepted "as is, where is".

Additional Rent:

The Tenant agrees to pay all items of Additional Rent, as defined in the Landlord's standard form of Lease, save and except for Occupancy Costs.

Janitorial Services:

The Tenant would remain responsible to arrange and pay for any janitorial services necessary to the Leased Premises.

Permitted Use:

The Leased Premises shall be used solely for the purpose of housing the Tenant's telecommunication cables, conduit and equipment (the "Telecommunication Equipment") to provide telecommunication's services and access to high-speed fibre optic transmission cable (the "Permitted Use"). The Landlord grants permission to the Tenant and the Tenant shall have the right; to install, operate, maintain, repair, and replace the Telecommunications Equipment in or on the Leased Premises; and to have access to the Leased Premises, 24 hours a day, 7 days a week, provided the Landlord has completed its work, to physically secure that equipment controlled by the Landlord from the balance of the storage unit.

Telecommunication Connections to Tenants of the Building:

The Tenant understands and agrees that this Offer to Lease shall not be construed in any way to be an approval for the Tenant to run service lines of any sort to other floors or tenants in the Building or Development. The Landlord may in its sole discretion grant the Tenant the right to connect to other tenants of the Building upon terms to be negotiated to the satisfaction of both the Landlord and the tenant in each such instance. The terms and conditions shall be in accordance with the Landlord's Telecommunications Infrastructure Fee Schedule and License Agreement, a copy of which is attached. Such Agreement shall incorporate the terms of this Offer to Lease and all other relevant provisos regarding the Tenant's use of the Building Pathway System.

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Taxes:

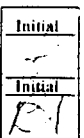
Amounts payable as outlined in this Offer to Lease do not include G.S.T., however G.S.T. is payable on all amounts due to the Landlord.

No Smoking:

The Tenant shall not suffer or permit any smoking to occur within the Leased Premises, unless it installs, at its expense, separate exhaust fans in the Leased Premises, approved by the Landlord, to dissipate the smoke.

Insurance Requirements:

1. The Tenant shall keep in force during the Term at its own expense the following:
 - (a) commercial general liability insurance, including tenant's legal liability insurance in respect of the Leased Premises, in an amount not less than Five Million (\$5,000,000.00) Dollars, or such greater amount as may be stipulated from time to time by the Landlord in writing, acting reasonably, in respect of injury to or death of one or more than one person and for damage to property, regardless of the number of claims arising as a result of any one occurrence; and
 - (b) such other insurance as either the Landlord or any mortgagee may reasonably require from time to time with respect to the operations of the Tenant.
2. The Tenant's insurance policies shall be in a form satisfactory to the Landlord and shall be placed with insurers licensed to do business in Canada and shall exclude the exercise of any claim of the insurer or insurers, whether by subrogation or otherwise, against the Landlord and against those for whom the Landlord is in law responsible. All policies of commercial general liability insurance shall contain a severability of interest clause and a cross-liability clause as between the Landlord and the Tenant.
3. Each applicable policy shall name the Landlord as an additional insured as its interest may appear and shall contain a waiver in favor of the Landlord and any mortgagee, of any breach or violation of any warranties, representations, declarations or conditions contained in such policies. All such insurance shall be primary insurance, shall firstly respond to any loss or damage suffered or incurred by the Tenant and shall not call into contribution any insurance carried by the Landlord or any mortgagee.





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4. All policies of insurance shall contain a provision requiring that at least 30 days written notice be given to the Landlord by the insurer prior to cancellation or expiry and the Tenant shall obtain undertakings from all insurers to that effect.
5. The Tenant shall, within 10 days of execution of this agreement and 10 days prior to the expiry of any insurance required to be carried by the Tenant, deliver (i) certificates of insurance or (ii) a letter of assurance, in either case, from the Tenant's insurers and in a form acceptable to the Landlord, acting reasonably, setting out the insurance carried by the Tenant, and, if required, certified copies of each insurance policy. Receipt by the Landlord of certificates of insurance, letters of assurance or certified copies of insurance policies from the Tenant shall in no way act as confirmation by the Landlord that the Tenant's insurance complies with the terms of this agreement and shall not be construed as a waiver with regard to the Tenant's obligations to insure.
6. If the Tenant fails to perform its obligations pursuant to paragraphs 1 to 5 inclusive, the Landlord shall have the right, but not the obligation, to perform such obligations and to pay the costs or premium therefor and in such event the Tenant shall repay to the Landlord, forthwith on demand, the amount paid by the Landlord, together with an administrative charge of 15% in respect thereof.
7. The acquisition and maintenance by the Tenant of the insurance policies as required herein shall not limit or restrict the liability of the Tenant under this agreement.

Indemnity:

The Tenant shall and does hereby indemnify the Landlord and its servants, agents, employees, and any party for whom the Landlord is responsible in law and other tenants and occupants of the Development and shall hold the Landlord and each such party harmless from and against any and all liabilities, claims, damages, losses and expenses, including all legal fees and disbursements which the Landlord may suffer or incur, due to, arising from or to the extent contributed by:

- (a) any breach by the Tenant of any of the provisions of this agreement;
- (b) any act, omission, negligence or willful misconduct of the Tenant or any person for whom the Tenant is responsible at law occurring on or about the Development;
- (c) the use or occupancy of the Leased Premises, the Development or of any equipment, machinery or articles in the Development by the Tenant or those for whom the Tenant is responsible in law;

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- (d) any injury, death or damage to persons or property of the Tenant or its servants, agents, employees, customers, contractors or any persons in the Development by or with the invitation, license or consent of the Tenant; and
- (e) any damage, destruction or need of repair to any part of the Development caused by any act, omission, negligence or willful misconduct of the Tenant or those for whom the Tenant is in law responsible.

No Liability:

The Tenant acknowledges and agrees with the Landlord that the Landlord shall not be liable or responsible in any way for any death or any injury of any nature that may be suffered or sustained by the Tenant or any employee, agent or customer of the Tenant or any other person who may be upon or within the Development, or for any loss or damage or injury to any property belonging to the Tenants or its employees or to any other person while such property is on or within the Development, except where such loss, damage, injury or death arises in connection with any act, omission negligence or willful misconduct of the Landlord or those for whom it is responsible at law.

Release:

The Tenant hereby releases the Landlord and any party for whom the Landlord is legally responsible from any and all claims, actions, liabilities, proceedings or judgments which may be brought or obtained against the Tenant and any and all costs, damages, losses or expenses, including all legal fees and disbursements which the Tenant may suffer or incur, due to, arising from or by reason of (i) the installation of the Tenant's Telecommunication Equipment, (ii) the provision of services to other tenants in the Development, or (iii) the use and occupancy of the Leased Premises or the Development and the license herein granted.

Documentation of Offer:

This Offer to Lease would be documented on the Landlord's form of Storage Area Agreement attached to a copy of the Landlord's standard lease (the "Lease"), and the Tenant agrees to observe and perform all of the conditions, covenants and restrictions required under the of Storage Area Agreement and the Lease as shall be agreed to by the parties, both parties acting reasonably. Upon unconditional acceptance of this Offer to Lease, BV Square Management Ltd. will prepare and forward the necessary documents to the Tenant, which shall incorporate the terms of this Offer to

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Lease. The Tenant agrees to execute and return these documents within fifteen (15) Business Days of receiving them.

Termination by Landlord:

In the event the Tenant is in default of any of the terms, covenants, conditions or provisos of this Offer to Lease, the Landlord shall have the right to terminate this Offer to Lease upon written notice to the Tenant. If such notice is given pursuant to this or any other provision of this Offer to Lease or the Lease, this Offer to Lease and the Term and all of the rights of the Tenant hereunder shall terminate; Basic Rent and all other payments for which the Tenant is liable under this Offer to Lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Leased Premises to the Landlord. If the Landlord terminates this Offer to Lease for any breach by the Tenant, in addition to other remedies the Landlord may have, the Landlord may recover from the Tenant all damages it incurs by reason of the breach, including cost of recovering the Leased Premises, legal fees (on a solicitor and client basis) and the worth at the time of the termination of the excess, if any, of the amount of Rent and charges equivalent to the rent reserved in this Offer to Lease for the remainder of the Term, over the then reasonable rental value of the Leased Premises for the remainder of the Term, all of which amounts shall be immediately due and payable by the Tenant to the Landlord.

Ownership of Telecommunication Equipment:

The Landlord acknowledges and agrees with the Tenant that title to and ownership of the Telecommunication Equipment and cable shall at all times during the Term, remain the property of the Tenant, however all partitions, leasehold improvements, alterations or fixtures made, erected or installed in the Leased Premises, shall become the property of the Landlord upon installation or affixation without compensation therefor but without the Landlord having or thereby accepting any responsibility with respect to the maintenance, repair, replacement or insurance therefor, all of which is and shall be the Tenant's responsibility, but subject to the rights and obligations of the Tenant respecting removal thereof.

Confidentiality:

The Tenant hereby agrees that the terms and conditions of this Offer to Lease are sensitive and confidential in nature and that the disclosure of this information to any third party may be expected to cause substantial loss and damage to either party. For this reason, the Landlord and the Tenant agree that, except for disclosure on the same confidential basis as provided herein, and only to officers and/or employees of the Tenant and it's affiliates, and the Landlord and it's affiliates, all of

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whom have a bona fide and actual need to know the confidential terms on behalf of the Tenant or the Landlord and their officers and/or employees to whom disclosure is made as aforesaid, will hold in strict confidence, and will not disclose the same to any third party.

Undefined Terms:

Any capitalized words used in this Offer to Lease but not defined herein shall have the meaning attributed to them in Sections 1.1 and 1.2 of the Lease.

Time of the Essence:

Time shall be of the essence of this Offer to Lease and every part thereof.

Entire Agreement:

The Tenant acknowledges that there are no agreements, representations, warranties or conditions relating to this Offer to Lease, the Leased Premises or the Building (express or implied) made by the Landlord or any of its agents except those contained in this Offer to Lease.

Governing Law:

This Offer to Lease shall be interpreted and is governed by the laws of the Province of Alberta.

Successors and Assigns:

This Offer to Lease and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the Landlord and Tenant.

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R. J.



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Trusting the foregoing meets with your approval, we would ask if you could signify your acceptance by countersigning in the space provided below, returning one (1) counterpart for our files. In the event this Offer to Lease is not accepted by the Tenant as required herein, this Offer to Lease shall become null and void and of no further force or effect.

Yours very truly,

BV SQUARE MANAGEMENT LTD.

W. Artus
Leasing Manager

Attachment

ft: t:99dept lease corres rva shawpl183

Accepted For and On Behalf Of:

SHAW FIBERLINK LTD.

Per: _____

Per: _____

Dated this _____ day of August, 1999.

Effective January 1999

Bow Valley Square policy required that all organizations that offer telecommunications services within BVS enter into a telecommunications license agreement.

The charges as set forth in the attached schedule are designed to (1) promote usage of the infrastructure (2) be responsive to the market and financial parameters of the licensees, and (3) be non-discriminatory by creating a level playing field among competitors for comparable usage.

These fees will be paid by Telecom Service Providers, Internet Service Providers, Video Service Providers and tenants with intra-building cabling requirements.

The Fee Schedule which will form part of the License Agreement has four elements:

- Equipment (POP) space rental
- Pathway use fees
- Operating cost recovery fees, and
- Non recurring fees.

Within each element the Telecommunication Service Provider (TSP) or user can choose from a number of options which best meet their requirements.

1. Equipment (POP) Space Rental Fees

Within the Bow Valley Square complex, there are a limited number of rooms which are suitable for the installation of telecommunications/network equipment. In addition, individual secure areas have been created within the MTR's. Rent is payable by all service providers who occupy floor space in the complex set aside for their exclusive use. Rent will be current market rent as established from time to time by the building owner acting reasonably.

2. Pathway Use Fees

A. General Terms

Pathway Use Fees are for use of the building pathways and riser closets. At the end of the term of the License Agreement, at the option of the building owner, all cable installed by or on behalf of the Licensee shall become the property of the building owner or be removed at the Licensee's cost.

All other equipment installed by or for the Licensee shall be removed and the condition(s) where installation/removal occurred restored.

There are no pathway use fees charged for use of the existing in-building copper wire.

B. Site License

This option is designed for the Telecommunications Service Provider (TSP) who wishes to use the building EMT conduit system (pathway) to pre-wire the entire complex with fibre optic cable in order to serve any number of customers.

Price
*\$1,330 / month

Conditions
- single cable to maximum 3/4" OD
- TSP supplies and pays for installation of all cable
- no additional service fees
- term – 10 years

C. Customer License

This option is designed for the TSP who wishes to serve only a limited number of customers in the complex with fibre-optic cable or who wishes to install cable on a demand basis, using the building pathways.

Price
*First Customer: \$208/month
Additional Customers: \$69 each

Conditions
- single cable max 1/4" OD
- cable run from MTR to customer (point to point)
- no additional service fees
- term - tied to tenants lease

D. Interfloor Connection License

This option is designed for tenants of the complex to link systems between floors with fibre optic cable using the pathway. Tenants occupying adjacent floors may choose to install their own pathways within their premises (not in the building telecom user room) subject to building design and construction regulations.

Price
*\$57/month

Conditions
- single cable to max 3/8" OD
- floor to floor connection only (not MTR)
- can be multiple floors in one building
- additional fee for second building, etc.
- tenant to supply and pay for cable installation
- no additional service fees
- term – tied to tenants lease

E. Category 5 Interconnect License (Interfloor Connections)

This option is designed for tenants of the complex who wish to use the building riser rooms to link systems between floors using Category 5 cable. Please note, infrastructure design standards will not allow use of Category 5 cable for inter-building connections.

Price
*\$57/month

Conditions
- bundles up to 10 cables
- floor to floor interconnection only (not via MTR)
- can be multiple floors in same building
- tenant to supply and pay for cable installation
- no additional service fees
- term – tied to tenants lease

F. Cable TV Site License

This option is designed for providers of coax cable for cable television and other services.

Price

*\$283/month

Conditions

- single coax feed
- service to the entire complex
- service provider to supply and pay for cable installation
- no additional service fees
- term – 10 years

G. Shared Tenant Services Fees (STS)

This option is designed for suppliers who bundle telecommunications services and deliver them to customers over in-building copper wires, other than through a co-location agreement with a licensee.

Price

First 100 pair: *\$57/month

Each additional 50 pair: *\$23/month

Conditions

- minimum block of 100 pair/building
- STS provider pays additional non-recurring fees
- term – month to month

*discounts available for annual or one-time payments

3. Operating Cost Recovery Fees

Operating Cost Recovery Fees are charges in addition to Pathway Use Fees. These fees are to recover a portion of the building owners' costs of managing the telecommunications infrastructure, including the operation of the inventory system. The fees, which are payable monthly by all service providers are calculated based on the number of pairs (circuits) which are active or reserved by a service provider on the first day of each month.

Service Providers are eligible for Volume Pricing as set out below:

1 to 999 circuits	\$1.50 / circuit / month
1000 to 2499 circuits	\$1.25 / circuit / month
2500 to 4999 circuits	\$1.00 / circuit / month
over 5000 circuits	\$0.90 / circuit / month

4. Non Recurring Fees

Non Recurring Fees are to recover the building owner's costs of providing services not covered under a license agreement. Also, in the case where an organization, which is offering telecommunications services in the Bow Valley Square Complex other than through a co-location arrangement with a Licensee, refuses to execute a license agreement then the following non-recurring fees, which are established from time to time by the building owner shall apply:

A. Installation Fees

<u>Description</u>	<u>Price</u>
Design Layout Fee	\$100/application (min)
Cable Assignment	incl.
Cable Assignment – special order	\$25/circuit
Door access Fee	\$75/door
Connection Fee	\$45/circuit
Construction/installation fees	by quotation
Engineering Review Fees	by quotation
Penetration Fees (into complex)	\$2,500/penetration

plus any costs incurred by the building owner

B. Customer Service and Maintenance Fees

Disconnection Fee	\$25/circuit
Re-Wire Fee (re-assignment or relocation of a circuit for non-repair purposes)	- reg. time \$45/hour
	- OT \$58.50/hour
	- after hours \$67.50/hour (min. 4 hours)
Service and Repair Fee – trouble found in infrastructure	N/C
Service Fee – trouble found outside of infrastructure	- reg. time \$45/hour
	- OT \$58.50/hour
	- after hours \$67.50/hour (min. 4 hours)
All other entries/modifications to database	\$45/hour

Non-recurring fees shall be invoiced upon the earlier of circuit assignment or completion of the activity. All invoices are due and payable 30 days from Invoice date. Building owner shall be permitted to assess late fees on past due balances at the rate of one and one-half percent per month, or the highest rate allowed by law. In the event that service providers refuses to pay the invoices, the Building Owner reserves the right to refuse access to the Bow Valley Square Complex and to take whatever steps are necessary to enforce its claim including, but not limited to, seizure of equipment.