

**SUN LIFE FINANCIAL**  
**#210, 140 – 4<sup>th</sup> Avenue SW**  
**Calgary, Alberta T2P 3N3**

January 1, 2002

GT Group Telecom Services Corp.  
#800 East Tower, Petro-Canada Centre  
111 – 5<sup>th</sup> Avenue S.W.  
Calgary, Alberta  
T2P 3Y6

Attention: Mr. Craig Hutchings  
Manager Facilities, Prairie Region

Dear Sirs:

**Re: Permission to Access 2135-32 Avenue NE**

Sun Life Assurance Company of Canada ("Sun Life"), the owner of a three-building complex known as South Airways Industrial Park and having the municipal address 2135 – 32<sup>nd</sup> Avenue N.E. Calgary (the "Building") hereby permits GT Group Telecom Services Corp. ("GT") to access the Building, all in accordance with and subject to the provisions hereof.

1. Purpose of Access

Access by GT to the Building hereunder shall be for the sole purpose of installation, maintenance and removal of the Installations (defined below) required to provide to those tenants of the Building that are customers of GT ("GT Customers") such broadband telecommunications services at the Tenant's Premises as they from time to time request GT to provide (the "GT Services").

2. Installations

Sun Life permits GT to install in accordance with and subject to the prior approval of Sun Life as to the exact size, location and other technical specifications (which GT shall provide in writing in accordance with the provisions of section 9 below), the equipment necessary for provision of the GT Services (collectively, the "Installations"). As of the date of this Agreement, GT requires the installation of the following equipment for the distribution of services in the Building:

- a) One 48-strand single mode fibre optic entrance cable through the existing Shaw Fibrelink entrance duct, which accesses the property from 30<sup>th</sup> Avenue NE, connecting to a new two inch conduit and junction box pathway, running parallel to the Shaw Fibrelink pathway, which GT will install on the rooftop of the Building. The GT pathway will run from the south-east corner of the roof of the Building to the Main Telephone Room of 2135-32nd Avenue NE. GT's conduit pathway will access the MTR via a junction box which GT will locate on the exterior wall of the MTR, adjacent to the existing Shaw Fibrelink junction box. The pathway will terminate at GT's Fibre Entrance Panel ("FEP") which will be located on the north wall of the MTR,
- b) In order to service Bell Intrigna, GT will install a 24-strand single mode fibre optic cable, enclosed in one of Bell Intrigna's two four inch conduits, running from the FEP located in the MTR to the Bell Intrigna's Premises in 2135 – 32<sup>nd</sup> Avenue,

- c) connections and switches to the fibre optic cable; and
- d) such other equipment as may be necessary to provide the GT Services.

Without limiting any other provision herein, the Installations shall be located only in the premises of GT Customers, in such portion of the telephone room of the Building as Sun Life may direct, and in such portion of the existing riser in the Building as Sun Life may direct. For greater certainty, however, nothing in this letter grants GT permission to access the premises of any GT Customer or of any other tenant, and any such permission must be sought by GT from any such party directly.

3. Ownership, Expense and Risk

The Installations will remain the personal property of GT. All Installations are to be installed, maintained and removed at the sole expense and risk of GT. GT agrees at its expense to repair forthwith any damage to the Building and any components or systems in it or serving it that is caused or contributed to by the Installations or their installation, maintenance and removal. GT agrees to indemnify and save harmless Sun Life and anyone for whom Sun Life is in law responsible for any and all claims, suits, expenses and costs whatsoever that may arise as a result of any act or omission of GT or those for whom it is at law responsible in connection with the Installations or the activities permitted by this letter. GT will maintain Comprehensive General Liability insurance in an amount of not less than \$5,000,000 noting Sun Life as an additional insured, and prior to the commencement of work on the Installations, GT will provide Sun Life with a certificate of insurance evidencing such insurance coverage.

4. No Interference

In installing, maintaining and removing the Installations, GT shall not interfere with any installations or services then serving the Building, any part of the Building, or any tenants in the Building.

5. Duration of Permission

The permission granted to access the Building in this letter shall expire June 30, 2002, subject to Paragraph 8. Unless this permission is first extended in writing, GT shall remove the Installations on or before that date, without compensation of any kind from Sun Life. There is no promise, express or implied, that this permission will be extended.

6. Permission Non-Exclusive

Nothing in this letter precludes Sun Life from providing or permitting others to provide the same or similar services as those provided by GT to the tenants or future tenants of the Building or any other buildings.

7. Payment for Permission

As at the date of this letter, Sun Life is not charging any amount for the granting of the permission in this letter. However, Sun Life is formulating a policy relating to telecommunications providers' access to its buildings, and if such policy is formulated during the time the permission granted in this letter is in effect and includes telecommunications providers being charged for access to its buildings, GT agrees that in the event alternative telecommunication providers are requested to provide telecommunications services to the Building, GT will negotiate the terms of payment for access granted herein with Sun Life. If Sun Life and GT are unable to negotiate a mutually satisfactory agreement within ninety (90) days of Sun Life providing written notice of such policy and copies of Sun Life's form of license agreement, to GT, then:

(i) the permission granted by this letter shall cease immediately, and (ii) the Installations shall immediately be removed by GT in accordance with paragraph 5 above.

8. Specific Requirements

Before commencing work on the Installations, GT will, at its sole cost and expense, prepare and deliver to Sun Life working drawings for the Installations prepared in accordance with Sun Life's construction requirements for the Building, detailing the type, size and location of Installations and the Building communications spaces that GT proposes to use from the point of access to the Building through the main telephone room to the premises of each GT Customer, and:

- (a) No work shall commence on any Installations required in respect of a GT Customer unless GT has first provided to Sun Life a duly completed Authorization in respect of that GT Customer in the form of Schedule A attached hereto and Sun Life has approved it and returned it signed to GT;
- (b) No work shall commence until Sun Life has approved, in writing, all applicable construction or installation plans, which approval will not be unreasonably withheld or delayed. Any costs incurred by Sun Life, including consulting costs, in the review of the working drawings will be to the account of GT and paid by GT forthwith upon receipt of an invoice from Sun Life,
- (c) The working drawings provided to Sun Life shall include any information which Sun Life or its designated representatives may require to undertake, if the need arises, the safe and appropriate removal of the Installations. GT shall effect the Installations in a manner that will accommodate their easy and immediate removal upon the termination or expiry of the permission given in this letter. GT shall not affix any equipment to the Building which may cause damage upon removal, GT will be responsible to restore the damaged area to its original condition.
- (d) GT will coordinate the specifics of the installation on-site with TI Telecom Infrastructure Ltd., Sun Life's consultant, prior to the installation,
- (e) GT shall comply with all reasonable rules and regulations as adopted and altered by Sun Life from time to time, and generally applicable to the tenants, licensees and other occupants of the Building; and
- (f) GTs' employees or anyone else used by GT in connection with the installation, maintenance and removal of the Installations must check-in with Building security and show a photo identification prior to entering the telephone closets. Such persons shall be entitled to access to the Building seven (7) days a week twenty four (24) hours a day during the term of the permission granted in this letter, subject to Sun Life's security requirements.

9. Agreement

By signing below, GT agrees to the terms of the permission set out in this letter and agrees to be bound by it.

Yours truly,  
SUN LIFE ASSURANCE COMPANY OF CANADA

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Prop Mngr. U*

I have authority to bind the Corporation

The undersigned agrees to the terms set out in this letter of permission  
this 21<sup>st</sup> day of May, 2002.

GT GROUP TELECOM SERVICES INC. *[Signature]*

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Director, National Facilities

I have authority to bind the Corporation

## **SCHEDULE A**

### **SOUTH AIRWAYS INDUSTRIAL PARK AUTHORIZATION FOR GT TO SERVICE A TENANT**

- 1. Date of Request:**
- 2. Tenant Name:**
- 3. Tenant Contact:** **Phone:**
- 4. Tenant Address:**
- 5. Proposed Service Commencement Date:**
- 6. Term of Service Agreement:**
- 7. Details of Proposed Service (DS1, ADSL, ISDN, etc.):**
- 8. Description of Cabling (Detail the type of cabling, the quantity, whether it is existing or new cable and any other relevant details):**
- 9. Description of the Communications Equipment required for the installation and any relevant details:**

**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Sun Life Real Estate