

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 **496623 Alberta Ltd.** ("Licensor"), together with other valuable consideration described herein: **THE PARTIES AGREE AS FOLLOWS:**

1. **Address where Premises are located:** **3341 – 118 Avenue, Edmonton, Alberta** ("Building") As legally described in Schedule "B".
2. **Premises:** Described in Schedule "A". (sketch of Licensee's Premises)
3. **Term:** (ten) 10 years.
4. **Commencement Date:** **September 1, 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.

<p><u>SCHEDULE B</u></p>

LEGAL DESCRIPTION OF LANDS:

Plan 7722129, Block 1, Lot 7

MUNICIPAL DESCRIPTION OF LANDS:

3341 – 118 Avenue

Edmonton, Alberta



March 26, 2004

Nexacor Realty Management Inc.
c/o Bell West Inc.
Suite 2800, 10104 - 103 Avenue
Edmonton, Ab T5J 0H8

Via Facsimile: 780.409.6964

Attention: Stan Vander Helm, Transaction Manager

Subject: Centrex Services for Alberta Children's Services office, 3333 - 118 Avenue,
Edmonton, Ab

Please accept this letter as authorization to access the Alberta Children's Services office at the above address to install telecommunications equipment for the purpose of providing telephone services.

This authorization shall coincide with the existing lease and renewals that Alberta Children's Services currently has in place at this address. This authorization shall commence on March 25, 2004 and remain in place until Alberta Children's Services no longer occupy the premises or Bell West is no longer supplying services to Alberta Children's Services.

The space allocated and approved for Bell West's use is per the hereto-attached drawings. Access to and from this space can be made by pre-authorization from Margaret Molenkamp or delegate at (780) 415-5870.

Be advised that any damages to the property as a result of the installation and or operation of the equipment will be the responsibility of Bell West. Bell West will also ensure that any necessary permits required for this installation are obtained in advance of any work taking place.

Should you have any questions, please contact the undersigned.

Regards,

NOTE: THIS IS A COPY
OF THE ORIGINAL
LOA FOR REFERENCE
PURPOSES.