

LICENSE TO USE

BETWEEN:

SREIT (WEST NO.1) LTD.
(the "Owner")

and

BELL WEST INC.
(the "User")

The Owner agrees that the User may use a mutually agreed upon area (the "Area") within the main telephone room or on the roof of the building located at 3805 – 29 Street NE, Calgary, AB for the purpose of installing telecommunications equipment, subject to all the following terms and conditions:

1. The User shall use the Area only for the purpose of installing and maintaining an internet service from and including the 1st day of August 2004 to and including the 31st day of July 2009 (the "License Period") and shall comply with all regulations set by the Owner for such use.
2. As a fee for the use of the Area, the User shall deliver to the Owner, upon execution, a cheque in the amount of \$150.00 (plus GST) for the first one (1) year of the license (August 1, 2004 to July 31, 2005). All subsequent yearly payments of \$150.00 (plus GST) each to be delivered to the Owner on or before August 1 of the then current license year.
3. The User shall have two (2) options to extend for a further term of five (5) years for each such option to extend.
4. The User shall, at least ten (10) working days before it uses the Area, provide the Owner with proof satisfactory to the Owner that it carries and has in full force and effect, comprehensive general liability insurance covering bodily injury and property damage in connection with the use of the Area, in the amount of not less than five (5) million dollars. Such insurance shall name the Owner as an additional insured and contain cross liability and severability of interest clauses.
5. The User shall, at least ten (10) working days before it uses the Area, permit the Owner to review and approve any structures which the User intends to use in the Area, and the User shall use the same in accordance with the terms of the Owner's approval.
6. The User shall be responsible for all costs associated with its installations in and occupation of the Area, including, without limitation, all telephone and utility charges. Placement of any cables or telephone cords shall be subject to the Owner's prior written approval.
7. The User agrees to indemnify and hold harmless the Owner from and against all liability, claims, actions, damages, expenses or loss due to or arising directly or indirectly from:
 - (i) the User's use of the Area, except to the extent caused by the negligence or willful misconduct of the Owner, its employees, its agents or those for whom it is responsible in law; or

- (ii) the willful misconduct or negligence of the User, its employees, its agents, or those for whom it is in law responsible.

8. Any notice, statement or request herein required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been sufficiently and effectually given if signed by or on behalf of the party giving the notice and delivered or mailed by registered prepaid post (return receipt requested), in the case of notice to Owner, to it at the following address:

SREIT (West No.1) Ltd.
c/o Summit REIT Property Management Ltd.
Suite 280, 550 71st Avenue S.E.
Calgary, Alberta T2H 0S6

Attention: Regional Director

And in the case of notice to User, to it at the following address:

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

Attention: Legal department

Any such notice given as aforesaid shall be conclusively deemed to have been given and received, if delivered, on the date of such delivery or, if mailed, on the third business day following the day upon which such notice is mailed. During periods of mail strike to stoppage all notices shall be delivered and not mailed. The Owner may from time to time by notice to User change the address to which notices are to be mailed or delivered.

9. On expiration or earlier termination of this Agreement, User shall vacate the Area, remove all of its installations or structures and restore the Area to its original condition, reasonable wear and tear expected.

10. If User is in default of any of the terms and conditions of this Agreement and User has failed to commence cure of same from receiving written notice from the Owner within five (5) business days of receiving such notice, this Agreement may be terminated by the Owner on 24 hours written notice to the User.

11. This Agreement shall not be assigned or transferred by the User without the prior written consent of the Owner, acting reasonably. Notwithstanding the foregoing, the User 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 User's assets without the prior written approval of Owner. The User shall ensure that the Owner is informed of any such transfer and, except with respect to a transfer to a purchaser of all or substantially all of the User's assets, shall remain liable under this Agreement.

12. This Agreement shall be governed by the laws of Alberta.

13. User assumes full responsibility for its equipment.

14. Provided the User has performed its obligations under this Agreement, the User shall have non-exclusive access to the Area 24 hours a day, seven days a week, subject only to the Owner's reasonable security requirement and shall enjoy the Area without interference.

15. 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 the lack of funds on the part of such party shall not be deemed to be a force majeure.

16. 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.

LANDLORD:

SREIT (WEST NO.1) LTD.

by its manager, without personal liability
Summit REIT Property Management Ltd.

by:

by:

LICENSED USER:

BELL WEST INC.

by:

by: _____

Witness to the signature of Tenant
if not incorporated