

Licensee Site Name: 7633 - 50th Street, Edmonton
 Licensee Site Number:

Licensor Site Name: 7633 - 50th Street, Edmonton
 Licensor Location Code: N/A

GROUP TELECOM AND SHAW STANDARD CO-LOCATION AGREEMENT

Dated: January 14, 2003

LICENSOR

Licensor Name: **Shaw Cablesystems Limited** ("Licensor")
Address for Notice and Payment: Suite 900, 630 3rd Avenue SW
 Calgary, Alberta, T2P 4L4
 Attention: Accounts Payable
 Tel. (403) 750-4500
 Fax. (403) 750-4505
 With a copy to: General Counsel
 Fax: (403) 750-7466

Licensor's 24 Hour Emergency Number: Tel.: (800) 974-4875

LICENSEE

Licensee Name: **GT Group Telecom Services Corp.** ("Licensee")
Address for Notice: Suite 700, 20 Bay Street
 Toronto, Ontario M5J 2N8
 Attention: Jim Tsaknis (Director, National Facilities)
 Tel.: (416) 848-2000
 Fax: (416) 848-5325

Licensee's 24 Hour Emergency Number: Tel. 1-877-579-9802

Licensee DUN'S Number: Licensee's GST Registration No. 87321 3573 RT0001

Information required by Licensee on Invoices: Co-location Agreement 7633 - 50th Street, Edmonton

Billing Address (if different): same as above

BASIC TERMS

Site Address ("Site"): 7633 - 50 Street, Edmonton, Alberta
 Lot Q, Plan 2196 RS, Edmonton, Alberta

Uses Permitted (the "Use"): The use of Licensed Area and the access rights of Licensee shall be for the purpose of installing, removing, replacing, relocating, maintaining, supplementing, upgrading, repairing and operating, at its sole expense, telecommunications facilities and Equipment and for the provisioning of telecommunication services and where applicable, Licensee may connect its equipment and provide telecommunication services by cables and wires to the equipment of other occupants within the Site, subject to obtaining written permission from such other occupant and to any provisions contained in this Agreement or the Head Agreement.

Fees: See Appendix "2"

Commencement Date: October 17, 2002

Head Agreement: means the agreement by which Licensor derives its right to a Site

Initial Term: 5 years

Extension(s): One 5 year

Licensee Space on/in Licensor Facilities:

Antennas: Tower(s) ☐, Rooftop(s) ☐, Land ☐, Other ☐
 Equipment: Shelter(s) ☐, Room(s) ☒, Cabinet(s) ☐, Pedestal(s) ☐, Rack(s) ☒, Wall Space(s) ☐, Conduit(s) ☐,
 Land ☐ Other ☐

Licensee Power:

Non-Generator Backed AC Power: Separate Meter (Direct from Utility Co.) ☐, Check Meter ☐, Un-metered ☒
 Generator Backed AC Power: Check Meter ☐, Un-metered ☐
 Battery Backed DC Power ☐
 Battery and Generator Backed DC Power ☐

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Appendices which form part of this License:

Basic Terms and Conditions - see Appendix "1"

Equipment List, License Fees and Additional Costs - see Appendix "2"

Legal Description of Site -see Appendix "3"

Licensed Area - see Appendix "4"

Additional Terms and Conditions - see Appendix "5"

Shaw Cablesystems Limited

GT Group Telecom Services Corp.

Per:
Name:
Title:

Per:
Name:
Title:

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APPENDIX "I" BASIC TERMS AND CONDITIONS

1. IN CONSIDERATION of the agreements contained herein, Licensor hereby grants a license to Licensee to install, operate, repair and maintain, transmitting and receiving equipment, apparatus and housing ("Equipment") in locations designated by Licensor and in accordance with plans submitted to and approved by Licensor ("Approved Plans") (such locations "Licensed Area").

2. THIS AGREEMENT shall not constitute a lease between Licensor and Licensee.

3. ACCESS by Licensee to the Site shall be permitted as follows:

- (a) unescorted access for the purpose of maintaining the Equipment shall be permitted twenty-four (24) hours per day, seven (7) days per week. Subject to confidentiality provisions preventing disclosure, upon request by Licensee, Licensor shall provide a copy of the Head Agreement to Licensee; and
- (b) unescorted access for the purpose of installing, removing or relocating the Equipment (the "Work") shall be permitted twenty-four (24) hours per day, seven (7) days per week, subject to the submission to Licensor of twenty-four (24) hours advance notice of Licensee's intention to enter the Site, which shall include full particulars of the Work to be carried out including, in the case of the installation of Equipment, delivery of Approved Plans. Notwithstanding the foregoing, Licensee may without notice access its own Equipment housing if constructed with separate access from Licensor's equipment housing.

Licensee shall promptly pay for all materials, supplies and labour performed in connection with the Work to ensure that no lien or legal hypothec is registered against the Site.

4. ANY COSTS with respect to the Work incurred by Licensor shall be borne by Licensee, including, without limitation, Licensor's approval of the Work, supervisory, maintenance or construction work carried out by Licensor. Any capital costs expended by Licensee associated with the Work shall be the sole cost and expense of Licensee and shall not be refunded by Licensor.

5. NON-COMPLIANCE by Licensee with the Approved Plans shall entitle Licensor to require Licensee to remove and/or relocate the Equipment at Licensee's expense upon 48 hours' notice; provided that, in the event of an emergency, Licensor may do so at Licensee's expense and Licensor shall not be liable for any loss or damage caused by Licensor's actions with respect to the removal and/or relocation of the Equipment.

6. THE TERM of this Agreement shall be reduced if Licensor's Head Agreement expires or is terminated early for any reason whatsoever during the term of this Agreement, in which event this Agreement shall be deemed terminate forthwith on the expiration or earlier termination date of the Head Agreement.

7. FEES plus applicable taxes shall at the rates set out in Appendix "2" hereto and shall be paid without deduction, abatement or set-off beginning on the Commencement Date. Late payments bear interest at 1% per month (i.e. 12% per annum compounded monthly). If Licensee requests permission to install additional equipment on the Site other than that listed in Appendix "2", and if Licensor permits the installation of such additional equipment, Licensee shall pay additional at the rates set out in Appendix "2" hereto. Licensee shall pay an equitable share of all realty, business, equipment and other taxes, levies and charges charged or assessed against the Site, Fees and the Equipment as determined by Licensor acting reasonably.

8. EXTENSION of the initial term of this Agreement, shall require Licensee to give Licensor notice of its intention to extend at least 60 days prior to the expiration of the then current term otherwise this Agreement shall be at an end. Fees for any extension period shall be the Rates then in. Rates shall be available upon request by Licensee no earlier than 120 days prior to expiration of the term.

9. ADDITIONAL EXPENSES payable by Licensee, if applicable, will include, without limitation:

- (a) charges with respect to work performed by Licensor related to the Equipment;

(b) electrical power;

(c) installation, change out and removal application and approval fees each time Licensee submits a Work notice;

(d) additional fees or rents payable to owner or head landlord as a result of Licensee's use or occupancy of Site;

(e) insurance advisory fees;

(f) an equitable share of Site operating costs and taxes as determined by Licensor, acting reasonably; and

(g) 15% administration fee on metered electricity from Licensor's service. If Licensor supplies power, it will be estimated and payable in advance and subject to readjustment based on meter readings or other reasonable means by Licensor.

10. UTILITIES required for the operation of the Equipment shall be the sole responsibility of Licensee. Licensee shall be responsible for any upgrade costs to Licensor's service(s) to meet Licensee's requirements. Licensee shall install a meter according to Licensor's specifications, at Licensee's expense if it draws power from Licensor's AC electrical service.

11. SAFETY AND MAINTENANCE: Licensee shall install, operate, ground and maintain the Equipment in a good and workmanlike manner in accordance with sound engineering standards, the Approved Plans and to the satisfaction of Licensor acting reasonably. The power output of transmitters shall be reduced or turned off in order to comply with government safety regulations, on reasonable notice.

12. LICENSEE INDEMNIFIES and saves Licensor harmless against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of:

a) any breach, violation or non-performance of the terms, covenants and obligation on the part of the Licensee set out in this Agreement;

(b) any damage, including environmental contamination to the Site, the Licensed Area and/or property of Licensor occasioned by the use of the Site, the Licensed Area and/or the Equipment by Licensee, its servants, agents, employees or contractors or as a result of a failure of the Equipment; and

(c) any injury to or death of any person resulting from the use of any or all of the Site or Equipment by Licensee, its servants, agents, employees or contractors or the failure of the Equipment.

This indemnity shall survive expiration or other termination of this Agreement.

13. NEITHER PARTY SHALL BE LIABLE for any indirect, consequential or other similar damages or suffered by the other for any reason howsoever caused. Licensor shall not be liable for damage to the Equipment caused by Licensor in the course of exercising one or more of its rights and/or remedies under this Agreement or as a result of a default by Licensee not remedied on a timely basis.

14. GOVERNMENT REGULATION: Licensor and Licensee covenant and agree that at their own expense and at all times they will ensure that:

(a) their respective equipment and the maintenance thereof complies with the laws, directions, rules and regulations of Industry Canada, the Canadian Radio-television and Telecommunications Commission ("CRTC"), their successors and all other governmental authorities having jurisdiction;

(b) no work is commenced on the Site and/or the Licensed Area unless all requisite governmental consents, approvals and permits have been obtained and all fees paid;

(c) they are solely responsible for the health and safety of all of their employees and workers and ensure their conduct does not constitute a nuisance at law;

(d) they shall require all of their workers, employees, servants and agents to comply with the provisions of all federal, provincial and local laws, statutes, rules, regulations, guidelines, notices, orders and amendments respecting occupational health and safety, the environment and workers' compensation; and

(e) they will comply at all times with environmental laws, policies, guidelines and permits ("Regulations") and not bring or allow hazardous substances to be brought onto the Site and/or the Licensed Area except in compliance with such Regulations and immediately give notice to the other of any discharge of any hazardous substances or any other

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occurrence which might give rise to a duty under any Regulations.

15. **INSURANCE:** Licensee will at all times maintain an insurance policy covering all of its undertaking pursuant to this Agreement and a general liability and property damage insurance policy in an amount not less than \$5,000,000.00 per occurrence or such higher limits as Licensor may reasonably require from time to time and shall add Licensor as an additional insured. Before commencing the Work, Licensee will deliver a certificate of insurance acceptable to Licensor's insurance consultants. If Licensee fails to maintain insurance as required or fails to furnish satisfactory evidence thereof, Licensor may forthwith terminate this Agreement or, in its sole discretion, may effect such insurance and any premium paid by Licensor shall be recoverable from Licensee on demand together with a 15% administration fee.

16. **CO-OPERATION:** Licensor agrees to co-operate with Licensee at Licensee's expense in obtaining all necessary consents of the municipality, Industry Canada, Transport Canada and other governmental authorities having jurisdiction with respect to the construction, operation, maintenance, repair and replacement of the Equipment. Licensor and Licensee shall co-operate with each other and any third parties occupying space on the Site in order to minimize and/or determine the cause of interference between their respective operations on the Site.

17. **DEFAULT** shall occur if and whenever:

- (a) the Fee, Additional Expenses or any other amount due under this Agreement remains unpaid for 10 days following notice;
- (b) Licensee has not complied with Notice delivered under Section 18 within 90 days of delivery of Notice; or
- (c) in the case of any continuing breach of any obligation hereunder other than a breach under Section 17 (a), (b) or (d) where at least 30 days' notice specifying the nature of the breach has been given by Licensor,

then Licensor may, in addition to any other remedies available at law or in equity at Licensee's expense,

- i. perform such covenant or cure such breach on behalf of Licensee;
- ii. terminate this Agreement forthwith provided the outstanding obligations of Licensee and the rights of Licensor shall survive such termination; and/or
- iii. remove and/or disconnect and/or relocate the Equipment.

Licensee shall not be in default if the breach specified in paragraph 17(c) cannot be cured within 30 days so long as such breach is capable of being cured within a reasonable period of time and Licensee has diligently commenced to cure the breach.

(d) if Licensee has not complied with obligations in Section 5 or 21 within 24 hours of notice from Licensor, then Licensor may in addition to any other remedies available at law or in equity at Licensee's expense;

- i. perform such covenant or cure such breach on behalf of Licensee; or
- ii. remove and/or disconnect and/or relocate the Equipment.

18. **RECONFIGURATION AND/OR RELOCATION:** If Licensor requires all or part of Licensed Area or requires Licensee to multi-couple its antennas, Licensor shall forward a reconfiguration and/or relocation notice ("Notice") to Licensee requiring the reconfiguration and/or relocation work to be completed within 90 days' of the receipt of the Notice and the parties shall co-operate with each other in the scheduling of any such work. Licensee shall only be obligated to reconfigure or relocate if in the opinion of Licensor, acting reasonably, Licensee will suffer no material adverse change to its effective radiated power or coverage as a result of such work. Provided completion of such work takes place on a timely basis, Licensor shall pay all reasonable costs of Licensee for such work. If Licensee does not co-operate in the scheduling of such reconfiguration and/or relocation work so that the work is completed within 90 days' of receipt of Notice without proper justification in Licensor's opinion, acting reasonably, Licensee shall pay all reasonable costs of such work.

19. **EMERGENCY RELOCATION OR DISCONNECTION** of the Equipment by Licensor is permitted if Licensor reasonably apprehends an imminent threat or danger to the public, person, property or the environment. Where practical, Licensor will notify Licensee prior to performing such emergency

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procedures and all costs for same shall be borne by the party responsible for the threat or danger.

20. **TERMINATION:** In the event that,

- (a) all or part of the Site, the Equipment, the Licensed Area or Licensor's equipment is destroyed or damaged, neither party shall be required to rebuild or repair and at either party's option, this Agreement may be terminated upon notice; or
- (b) the Head Agreement is completely or partially terminated, this Agreement at the option of the Licensor, shall be terminated in its entirety;
- (c) any right to operate the Site and/or the Licensed Area is cancelled, expires or is terminated by any governmental authority having jurisdiction or for any other bona fide reason (e.g. interference with Licensor's or Licensee's signals, damage or destruction) either party may terminate this Agreement upon 30 days' notice;
- (d) the Site and/or the Licensed Area is wholly or partially taken by any lawful power or authority by expropriation, Licensor may terminate this Agreement in its entirety or only insofar as it affects that part of the Site; or
- (e) The Licensee may terminate this agreement upon 365 days' notice to Licensor if the Licensed Area are or become technically or commercially unsuitable for Licensee's business. Any prepaid Fees shall be adjusted to the date of termination,

and in every case,

- i. Licensee shall promptly surrender all or part of the Site and/or the Licensed Area and remove the Equipment as required within the time periods or as otherwise provided herein;
- ii. Fees, Additional Expenses and taxes shall be adjusted to the date of termination; and
- iii. should Licensee fail to remove the Equipment as required, Licensor may do so at Licensee's expense.

21. **INTERFERENCE:** Should Licensee's operations cause interference with Licensor's or another party's operations, at the site and/or the Licensed Area, Licensor shall provide Licensee with reasonable notice to eliminate such interference and, failing such elimination, Licensee shall promptly suspend its operations sufficiently to eliminate same. If Licensor's operations interfere with Licensee's operations, upon notice Licensor shall promptly co-operate in determining the cause of such interference and correcting same but shall be under no obligation to do so if costs are not nominal in Licensor's sole opinion. Licensee shall have the option of paying such costs to correct the interference or terminating this Agreement upon the provision of 30 days' notice. In no event shall Licensor be obligated to modify its equipment if, in its sole opinion, such modifications will adversely affect its operations.

22. **NOTICES** All notice shall be in writing and may be sent by mail, postage prepaid and shall be deemed received 3 days after mailing, or sent by facsimile transmission or personal delivery and each will be deemed received on date transmitted or delivered to the address or facsimile number of the party set out above.

23. **MISCELLANEOUS:**

- (a) This Agreement, between Licensor and Licensee, contains all agreements supercedes any previous Co-Location agreement with respect to the Site, promises and understandings between Licensor and Licensee and may not be amended or modified except in writing.
- (b) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and permitted assigns of Licensor and Licensee. Licensee may not assign this Agreement without Licensor's prior written consent.
- (c) If Licensee remains in possession at end of term(s), this agreement shall have a monthly term and Licensee shall pay the then current Fees and Additional Expenses plus 25% and such monthly license shall be terminable on 30 days' notice by either party.
- (d) This Agreement shall be governed by the laws of the province in which the Site is located and all federal regulations and requirements including those of the CRTC and Industry Canada. Invalid provisions are severable and do not impair the validity of the balance of this Agreement.

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- (e) Neither this Agreement nor notice or caveat thereof, may be registered on title to the Site.
- (f) Wherever a party to this Agreement shall be unable to fulfil, or is delayed in fulfilling any of their obligations by reason of strike, lockout, war, material or labour shortage, national emergency, flood, fire or other casualty or matter not within its control, then they shall be relieved from the fulfillment of such obligation for the period such condition exists.
- (g) This Agreement is subordinate to all present and future interests affecting the Site and/or the Licensed Area, Licensor or the owner of the Site. On request by Licensee, Licensor shall use reasonable efforts to obtain non-disturbance agreements at Licensee's expense, including Licensor's legal costs.
- (h) The parties acknowledge having specifically requested that this Agreement as well as other documents relating thereto be drawn up in the English language only. Les parties reconnaissent avoir spécifiquement exigé que ce contrat de même que tous les documents s'y rattachant soient rédigés uniquement en langue anglaise.
- (i) Licensee may not sublease or sublicense any of its rights under this Agreement without the prior written consent of Licensor, which consent may be unreasonably withheld. Licensee may assign, sublease or sublicense any of its rights hereunder to an affiliate, associate, purchaser or senior lender of Licensee without consent (for the purpose of this Agreement the definitions of "affiliate" and "associate" shall have the same meaning set forth in the Canada Business Corporation Act).
- (j) This Agreement may be executed in one or more counterparts and sent per facsimile, each of which will be deemed an original, but all of which shall constitute one and the same instrument. Notwithstanding the above and as soon as reasonably possible, the parties shall ensure that originally signed Agreements reflecting the signatures of all the parties on the same document, shall be delivered to each by courier.

APPENDIX "2"

Equipment List, License Fees and Additional Costs

Item	Antenna Quantity	Type	Height (feet)	Azimuth (degrees)	Transmission Line Quantity	Size	Unit Rate	Total Rate
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Period: October 17, 2002 to October 16, 2003

1.	32	Racks					\$150/mo	\$4,800.00/mo
							GST	\$336.00/mo
							TOTAL	\$5,136.00/mo

5. One time application fee							GST	n/a
							TOTAL	n/a

* Rack fee is inclusive of all power and utility charges, not separately metered.

License Fees Schedule for Any Additional Services

Definitions:

"Antenna" means a piece of equipment which is used directly for transmitting and/or receiving radio waves of a specific frequency or in a specific band or bands and may consist of either a series of covered or uncovered dipoles or a dish.

"Footprint" means the floor space provided by Licensor in space where Heating / Ventilation / Air Conditioning ("HVAC") is provided by the Licensor for one equipment rack having a maximum area of 1 square metre. No discount for using part of an existing rack within a Footprint.

"Rural" sites are all other sites which are not Urban.

"Un-metered Power" applies when no check meter has been installed to record actual hydro consumption.

"Urban" sites are sites located in a Census Metropolitan Area (CMA) or the Urban Core or the Urban Fringe of a Census Agglomeration (CA) as defined in the most recent data published by Statistics Canada.

If equipment is being installed at a Site is not mentioned in this Schedule, the Fee shall be determined by the Licensor of the Site, acting reasonably:

All License Fees herein are effective as of November 1, 2000 and shall be adjusted in accordance with section 6.4.

Antenna Fees:

Item #	Description	Fee	Comments
1.	RF Antennas (e.g. cellular, paging and data)	\$100.00/Antenna/month ⁽¹⁾	
2.	Dish Antennas (diameter):		
(a)	(<= 2 ft.)	\$100.00/Antenna/month	
(b)	(>2 ft. >= 4 ft.)	\$200.00/Antenna/month	
(c)	(>4 ft. >= 6 ft.)	\$250.00/Antenna/month	
(d)	(>6 ft. >= 8 ft.)	\$300.00/Antenna/month	
(e)	>8 ft. >= 10 ft.)	\$350.00/Antenna/month	
(f)	>10 ft. >= 12 ft.)	\$400.00/Antenna/month	
(g)	>12 ft. >= 15 ft.)	\$450.00/Antenna/month	
(h)	Broadcast Antennas	Market Value	To be determined by negotiation, or upon renewal, by arbitration if required as provided for herein

(1) Fees for antennas with more than one waveguide or transmission line shall be determined by Licensor acting reasonably, but in no case shall such fee be greater than the Fee for an Antenna multiplied by the number of transmission lines attached to the antenna.

License Fees Schedule
Equipment Space:

Item	Description	Monthly Fee	Comments
3.	Floor Space in	\$75.00/Footprint	Minimum charge \$75.00/month (based on a

	un-segregated Licensor provided telecommunicatio ns room		rate of \$6.97/ft ² or \$75.00/m ²)
4.	Wall Space in un-segregated Licensor provided telecommunicatio ns room	\$6.97/ft or \$75.00/m of width	Minimum charge of \$75.00/month (based on a rate of \$6.97/ft ² or \$75.00/m ²) Maximum depth of equipment using wall space is depth of a standard rack or cabinet in the site, unless otherwise agreed upon by the parties.
5.	Floor Space in segregated Licensor provided telecommunicatio ns room	If property leased by Licensor = cost paid by Licensor + 15% If property owned by Licensor = Fair Market Rate for rental of similar type (e.g. office, office industrial, warehouse, storage) and finish of space in the vicinity of the property.	Minimum charge of \$1,000.00/year
6.	Non-Floor Space for other than guyed tower (e.g. Land Space for Licensee Shelter)		
(a)	For other than guyed-tower	Rural Site = \$0.15/ ft ²	Minimum Charge of \$100.00/month
(b)	For other than guyed-tower	Urban Site = \$0.32/ft ²	Minimum Charge of \$200.00/month
(c)	Guyed-tower	Fair Market Rate for guyed tower site in the vicinity of the property.	Minimum charge of \$1,000.00/year

Un-metered Power:

Item #	Description*	Rate	Comments
7.	Un-metered Power:		
(a)	AC – 120 volts	\$5.00/amp/mth	Minimum 15 amps/circuit or \$75.00/circuit/month
(b)	BAC – 120 volts	\$6.67/amp/mth	Minimum 15 amps/circuit or \$100.00/circuit/month
(c)	AC – 240 volts	\$10.00/amp/mth	Minimum 15 amps/circuit or \$150.00/circuit/month
(d)	BAC – 240 volts	\$13.33/amp/mth	Minimum 15 amps/circuit or \$200.00/circuit/month
(e)	DC +24 volts	\$7.00/amp/mth	Minimum 5 amps/circuit or \$35.00/circuit/month
(f)	DC +24 volts with Backed AC power	\$9.00/amp/mth	Minimum 5 amps/circuit or \$45.00/circuit/month
(g)	DC –48 volts	\$16.00/amp/mth	Minimum 5 amps/circuit or \$80.00/circuit/month
(h)	DC –48 volts with Backed AC power	\$19.00/amp/mth	Minimum 5 amps/circuit or \$95.00/circuit/month

*** B = With Generator Backed Power**

Approval Fees:

\$500.00 per request. Approval Fees not applicable for non-exclusive rooftops, work within existing Licensee provided shelter, work within existing Licensor provided segregated equipment room, work within existing Licensee rack, work to replace existing antenna or antenna line with same or similar with same or less tower loading.

Labour Fees:

Time	Technicians & Engineers
Basic	\$64.00/hr
Time and a half	\$96.00/hr
Double Time	\$128.00/hr

Labour rates subject to 15% administration fee and travel expenses of \$.31/km with a minimum mileage charge of \$.50. Any travel expenses (includes, fares, meals and miscellaneous expenses) subcontractor, equipment and materials and transportation of equipment and materials supplied by Licensor shall be at cost + 15%.

APPENDIX “3”

Legal Description of Site

Portion of Lot Q, Plan 2196 RS, Edmonton, Alberta

Q

APPENDIX “4”

Licensed Area

See attached.

A handwritten signature, possibly reading "Q", is located in the bottom right corner of the page.

APPENDIX "5"

Additional Terms and Conditions

The Licensee agrees to pay the Licensor the Total Fees amount indicated on Schedule 2. Equipment to be installed within the existing four rack spaces allocated to GT.

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