

**Sun
Life Financial**

Sun Life Real Estate
250 – 530 Kenaston Blvd.
Winnipeg, Manitoba
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Telephone: (204) 925-1670
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February 6, 2001

MTS Communications Inc.

Re: Permission to Access Kenaston Village Mall, Winnipeg

Sun Life Assurance Company of Canada (“Sun Life”), the owner of the shopping center known as Kenaston Village Mall at 1855 Grant Avenue, Winnipeg, Manitoba, hereby permits MTS Communications Inc. (“MTS”) to access the Shopping Centre, all in accordance with and subject to the provisions hereof.

1. Purpose of Access

Access by MTS to the Shopping Centre hereunder shall be for the sole purpose of installation, maintenance and removal of the Installations (defined below) required to provide ● (the “[Customer]”) a tenant occupying Unit ● (the “[Customer] Premises”) such broadband telecommunications services at the Customer Premises as the Customer has requested MTS to provide (the “[Customer] Services”). The permission granted in this letter does not authorize MTS to modify or expand the Customer Services in any manner without Sun Life’s prior written approval, and does not extend to any other activities of MTS.

2. Installations

Sun Life permits MTS 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 MTS shall provide in writing in accordance with the provisions of section 8 below), the following (collectively, the “Installations”):

- (a) One fibre optic cable connection from MTS’s manhole on Grant Avenue to the existing telephone room in the Shopping Centre, such cable to be placed solely in the existing 3-inch entrance conduit;
- (b) A termination panel approximately 12x12x4 inches in size affixed to the west wall of the existing telephone room; and
- (c) A one-inch conduit from the existing telephone room to the Customer Premises.

For greater certainty, nothing in this letter grants MTS permission to access the Customer Premises or the premises of any other tenant, and any such permission must be sought by MTS from the tenant directly.

3. Ownership, Expense and Risk

The Installations will remain the personal property of MTS. All Installations are to be installed and maintained at the sole expense and risk of MTS. MTS agrees at its expense to repair forthwith any damage to the Shopping Centre 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. MTS 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 MTS or those for whom it is at law responsible in connection with the Installations or the activities permitted by this letter. MTS 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, MTS will provide Sun Life with a certificate of insurance evidencing such insurance coverage.

4. No Interference

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

5. Duration of Permission

The permission granted in this letter shall expire upon the expiry or earlier termination of the existing lease for the Customer Premises, or upon the Customer ceasing to use the Customer Services. 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 MTS to the tenants or future tenants of the Shopping Centre 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, then MTS will

pay to Sun Life forthwith upon receipt of an invoice from Sun Life such amount as Sun Life shall charge for the permission granted in this letter.

8. Specific Requirements

Before commencing work on the Installations, MTS 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 Shopping Centre, detailing the type, size and location of Installations and the Shopping Centre communications spaces that MTS proposes to use from the point of access to the Shopping Centre through the main telephone room to the Customer Premises, and:

- (a) 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 reasonable costs incurred by Sun Life, including consulting costs, in the review of the working drawings will be to the account of MTS and paid by MTS forthwith upon receipt of an invoice from Sun Life,
- (b) MTS shall not affix any equipment to the Shopping Centre which may cause damage upon removal. If damage occurs to the Shopping Centre during the course of such removal, MTS will be responsible to restore the damaged area to its original condition,
- (c) MTS 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 Shopping Centre, and
- (d) MTS's employees or anyone else used by MTS in connection with the installation, maintenance and removal of the Installations must check-in with Shopping Centre security and show a photo identification prior to entering the telephone room.

9. Potential Orders, etc.

The parties hereto acknowledge and agree that MTS and its operations are subject to compliance with the orders, decisions, rules, regulations, license and directions (collectively the "Order") of the Canadian Radio and Telecommunications Commission ("CRTC") and Industry Canada and their respective successors as they exist or are created from time to time during the term of this letter. In the event that an Order is issued by the CRTC which in the reasonable opinion of MTS or Sun Life affects the intent of this letter, the parties agree to commence negotiations to enter into a comprehensive agreement which reflects the Order or, on thirty (30) days written notice, the permission granted by this letter may be terminated by either party.

10. Agreement

By signing below, MTS 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: _____

The undersigned agrees to the terms set out in this letter of permission this 7th day of March, 2001.

MTS COMMUNICATIONS INC.

Per: _____

I have authority to bind the Corporation