



July 10, 2002

TELUS Communications Inc.
100 Sheppard Avenue East, 6th Floor
Toronto, Ontario
M2N 6N5

Attention: Mr. Robert Beatty
Director National Access

Dear Sirs:

Re: 160 Elgin Street, Ottawa – Permission to Access
Public Works Canada leased premises Floors 8 – 11

160 Elgin Portfolio Inc. (“160 Elgin”), the owner of a building complex known as 160 Elgin and having the municipal address 160 Elgin Street, Ottawa (the “Building”) hereby permits TELUS Communications Inc. (“TELUS”) to access the Building, all in accordance with and subject to the provisions hereof.

Purpose of Access

Access by TELUS 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 TELUS (“TELUS Customers”) such broadband telecommunications services at the Tenant’s Premises as they from time to time request TELUS to provide (the “TELUS Services”).

2. Installations

160 Elgin permits TELUS to install in accordance with and subject to the prior approval of 160 Elgin as to the exact size, location and other technical specifications (which TELUS shall provide in writing in accordance with the provisions of section 8 below), the equipment necessary for provision of the TELUS Services (collectively, the “Installations”). As of the date of this Agreement, TELUS requires the installation of the following equipment for the distribution of services in the Building:

a) Entrance Duct

Ottawa Hydro will be placing a patch Panel in the Hydro Vault directly below the entrance conduit TELUS will be placing a 4x4 plywood backboard under the (2) 4” conduits going out to the street. On the backboard there will be room for Hydro to place a fibre termination enclosure. There will be a 12-strand single mode fibre installed from the hydro vault to the old Net Space room in the basement. In the Hydro Vault the fibre will be connectorized and connected to Hydro’s fibre. The fibre will be in a 2” conduit running in the ceiling space from the Hydro Vault to the net space room.



b) Equipment Room (POP Site)

TELUS will be installing a 2" conduit from the Net Space Room to the basement sprinkler. As well as a 1" conduit from the sprinkler room in the basement to the 8th floor riser room "D". TELUS has cored a 1" hole in the floor slab on the 8th, 7th, 6th, 5th, 4th, 3rd and 2nd floor to place the conduit.

TELUS will be placing a 4x4 plywood backboard on the back wall of the Old Net Space room on which will be mounted a FL100J fibre enclosure L 18" X W 18" X D 6". TELUS will be installing a 12-strand single mode fibre from the Net Space room to the 8th floor riser room "D" in the new conduit.

c) Demarcation Point

TELUS will install a FL1000J Fibre enclosure on the existing backboard in riser "D" All FL1000J Fibre enclosures are used to terminate the single mode fibre.

d) Connecting Equipment

TELUS will be installing a Cisco (4912) switch on the 8th floor, riser room "D". In that room there will be 4 other pieces of Cisco equipment. All the other riser rooms, 8th floor riser room A, 9th floor D and A, 10th floor D and A, 11th floor D and A, will all contain the identical equipment and set up. There will be (3) Cisco 2950's in each riser room. TELUS has installed (1) run of silver satin copper cable from each Cisco 2950 to the 8th floor riser room D to connect to the Cisco 4912 so TELUS can monitor all their equipment.

Without limiting any other provision herein, the Installations shall be located only in the premises of TELUS Customers, in such portion of the telephone room of the Building as 160 Elgin may direct, and in such portion of the existing riser in the Building as 160 Elgin may direct. For greater certainty, however, nothing in this letter grants TELUS permission to access the premises of any TELUS Customer or of any other tenant, and any such permission must be sought by TELUS from any such party directly.

3. Ownership, Expense and Risk

The Installations will remain the personal property of TELUS. All Installations are to be installed, maintained and removed at the sole expense and risk of TELUS. TELUS 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. TELUS agrees to indemnify and save harmless 160 Elgin and anyone for whom 160 Elgin 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 TELUS or those for whom it is at law responsible in connection with the Installations or the activities permitted by this letter. TELUS will maintain Comprehensive General Liability insurance in an amount of not less than \$5,000,000 noting 160 Elgin as an additional insured, and prior to the commencement of work on the Installations, TELUS will provide 160 Elgin with a certificate of insurance evidencing such insurance coverage.

4. No Interference

In installing, maintaining and removing the Installations, TELUS 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 December 1, 2003, subject to Paragraph 7. Unless this permission is first extended in writing, TELUS shall remove the Installations on or before that date, without compensation of any kind from 160 Elgin. There is no promise, express or implied, that this permission will be extended.

6. Permission Non-Exclusive

Nothing in this letter precludes 160 Elgin from providing or permitting others to provide the same or similar services as those provided by TELUS to the tenants or future tenants of the Building or any other buildings.

7. Payment for Permission

TELUS shall pay to 160 Elgin a single one-time payment of Six Thousand Seven Hundred and Fifty Dollars (\$6, 750.00) plus GST, payable to 160 Elgin Portfolio Inc. and forwarded to c/o SITQ, 160 Elgin Street, 15th Floor, Ottawa, Attention: David Matarasso, at the commencement of the agreement, for access to the Building, establishment of a Point of Presence and use of the riser pathways described herein. In addition, TELUS shall pay to 160 Elgin such reasonable costs of utilities associated with the operation of TELUS's facilities and equipment in the Building, including its proportionate share of the cost of air conditioning any equipment rooms used by TELUS to service their client.

160 Elgin 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, TELUS agrees that in the event alternative telecommunication providers are requested to provide telecommunications services to the Building, TELUS will negotiate the terms of payment for access granted herein with 160 Elgin. If 160 Elgin and TELUS are unable to negotiate a mutually satisfactory agreement within ninety (90) days of 160 Elgin providing written notice of such policy and copies of 160 Elgin's form of license agreement, to TELUS, then: (i) the permission granted by this letter shall cease immediately, and (ii) the Installations shall immediately be removed by TELUS in accordance with paragraph 5 above.

8. Specific Requirements

Before commencing work on the Installations, TELUS will, at its sole cost and expense, prepare and deliver to 160 Elgin working drawings for the Installations prepared in accordance with 160 Elgin's construction requirements for the Building, detailing the type, size and location of Installations and the Building communications spaces that TELUS proposes to use from the point of access to the Building through any spaces, to the premises of each TELUS Customer, and:

- (a) No work shall commence on any Installations required in respect of a TELUS Customer unless TELUS has first provided to 160 Elgin a duly completed Authorization in respect of that TELUS Customer in the form of Schedule A attached hereto and 160 Elgin has approved it and returned it signed to TELUS;
- (b) No work shall commence until 160 Elgin has approved, in writing, all applicable construction or installation plans, which approval will not be unreasonably withheld or delayed. Any costs incurred by 160 Elgin, including consulting costs, in the review of the working drawings will be to the account of TELUS and paid by TELUS forthwith upon receipt of an invoice from 160 Elgin,

- (c) The working drawings provided to 160 Elgin shall include any information, which 160 Elgin or its designated representatives may require to undertake, if the need arises, the safe and appropriate removal of the Installations. TELUS 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. TELUS shall not affix any equipment to the Building that may cause damage upon removal.

TELUS will coordinate the specifics of the installation on-site with Neil Francis and David Matarasso of SITQ, 160 Elgin's on site property management consultant, prior to the installation,

TELUS shall comply with all reasonable rules and regulations as adopted and altered by 160 Elgin from time to time, and generally applicable to the tenants, licensees and other occupants of the Building; and

- (f) TELUS employees or anyone else used by TELUS 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 160 Elgin's security requirements.

9. Agreement

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

Yours truly,

160 ELGIN PORTFOLIO INC.

Per:



Nathan Uhr
Vice-President, Acquisitions

NU/ll

The undersigned agrees to the terms set out in this letter of permission.
this 15th day of July, 2002.

TELUS COMMUNICATIONS INC.

Per:

Name: Robert BATTY
Title: AVP BUILDING ACCESS

I have authority to bind the Corporation.

SCHEDULE A

160 Elgin Street

AUTHORIZATION FOR TELUS 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:** _____
160 Elgin Portfolio Inc.

