

**SUN LIFE FINANCIAL
1020 - 1140 West Pender Street,
Vancouver, BC
V6E 4G1**

Date: March 10, 2004

Company: Telus

Attention: Name: Jerry S. Wasilkiw

Dear Sirs:

Re: Permission to Access Building

Sun Life Assurance Company of Canada ("Sun Life"), the owner of the buildings known as Building 7, Airport Executive Park, and having the municipal address 10991 Shellbridge Way, Richmond, BC (the "Building") hereby permits **TELUS COMMUNICATIONS Inc.** ("TELUS") to access the Building, all in accordance with and subject to the provisions hereof.

1. 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** such broadband telecommunications services as they from time to time request **TELUS** to provide.

2. Installations

Sun Life permits **TELUS** to install in accordance with and subject to the prior written approval of Sun Life, acting reasonably, with plans prepared by TELUS Communications Inc. at its sole cost. 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 **xxxxx** Services (collectively, the "Installations").

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 Sun Life may direct, and in such portion of the existing riser in the Building as Sun Life 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 without Sun Life's prior written approval, acting reasonably, and any such permission must also 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 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 **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. If requested by Sun Life, TELUS will provide Sun Life 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 **February 28, 2005**, subject to Paragraph 7. This permission will be extended, month-to-month, on the same terms and conditions provided TELUS and Sun Life are negotiating a ~~master~~ telecommunications agreement in good faith. If the parties are unable to reach agreement within 90 days of **February 28, 2005**, TELUS and Sun Life will agree to arbitrate the terms of the ~~master~~ agreement, in Vancouver, under the Arbitrations Act of British Columbia.

In the event that Telus no longer has a Customer using this service, Telus will advise Sun Life and Sun Life, acting reasonably, will have the right to request that Telus remove its equipment from the building within 90 days of such notice.

It is understood that TELUS Communications Inc. is subject to CRTC regulation, and with that in mind, any form of agreement reached between Sun Life and TELUS Communications Inc. will reflect the Building Access Guidelines set out by the CRTC in Decision 2003-45 on June 30, 2003. , and any subsequent appeal decisions.

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 TELUS to the tenants or future tenants of the Building or any other buildings.

7. Payment for Permission

TELUS shall pay to Sun Life **\$600.00** plus GST, at the commencement of the agreement, for use of space in the Building, in the establishment of a Point of Presence and use of the riser pathways described herein. In addition, TELUS shall pay to Sun Life such reasonable costs of utilities associated with the operation of TELUS' facilities and equipment in the Building, ~~including its proportionate share of the cost of air conditioning the Main Telephone Rooms of the Building.~~

~~8. Sun Life is formulating a policy relating to telecommunications providers' use of space in 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 use of space in 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 use of space granted herein with Sun Life in good faith but in all cases in accordance with the Building Access Guidelines set out by the CRTC. Specific Requirements~~

8. Construction


Before commencing work on the Installations, **TELUS** will at the request of Sun Life, 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 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 the main telephone room to the premises of the **TELUS** Customer, and:

- (a) No work shall commence on any Installations required in respect of a **TELUS** Customer unless **TELUS** has first provided to Sun Life a duly completed Authorization in respect of that **TELUS** Customer in the form of Schedule A attached hereto and Sun Life has approved it and returned it signed to **TELUS**
- (b) 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;
- (c) The working drawings provided to Sun Life shall include any information which Sun Life 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, subject to CRTC Guidelines. **TELUS** shall not affix any equipment to the Building which may cause damage upon removal. If damage occurs to the Building during the course of such removal, **TELUS** will be responsible to restore the damaged area to its original condition;
- (d) **TELUS** 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 Building, provide all rules adopted comply with CRTC Building access Guidelines; and
- (e) **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 Sun Life'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,
SUN LIFE ASSURANCE COMPANY OF CANADA

Per: 
Name: ROBERT PENNINGTON
Title: OPERATIONS MANAGER

The undersigned agrees to the terms set out in this letter of permission
this 11th day of March, 2004.

TELUS COMMUNICATIONS INC.

Per: 

Name: JERRY WASYLUK

Title: MANAGER, BUILDING ACCESS
WESTERN CANADA.

I have authority to bind the Corporation.