



Western Region
1000 - 9700 Jasper Avenue
Edmonton, Alberta
T5J 4E2

Région de l'Ouest
1000 - 9700 avenue Jasper
Edmonton, Alberta
T5J 4E2

March 25, 2002

JW **COMMUNICATIONS INC**
TELUS Services Inc.
~~12040 - 107th Street~~ 10020 - 100 ST.
Edmonton, Alberta
~~T5G 2S7~~ T5J 0N5

*RENEWED
MONTH TO
MONTH.
APRIL 3/03*

Attention: Mr. Jerry Wasykiw
Real Estate Specialist

Dear Sirs:

Re: Permission to Access (269 Main GOCB, Winnipeg)

Public Works and Government Services Canada ("PWGSC"), the owner of the buildings known as 269 Main GOCB, Winnipeg and having the municipal address of 269 Main Street, Winnipeg, Manitoba (the "Building") hereby permits TELUS Services Inc. ("TELUS") to access the Building, all in accordance with and subject to the provisions hereof.

*COMMUNICATIONS
JW*

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 ("TELUS Customers") such broadband telecommunications services as the customer from time to time request TELUS to provide (the "TELUS Services").

2. Installations

PWGSC permits TELUS to install in accordance with and subject to the prior approval of PWGSC 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").

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 PWGSC may direct, and in such portion of the existing riser in the Building as PWGSC 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 PWGSC and anyone for whom PWGSC 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 PWGSC, TELUS will provide PWGSC 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 March 31, 2003, subject to Paragraph 7. This permission will be extended, ON A month-to-month BASIS, on the same terms and conditions provided TELUS and PWGSC are CONTINUING TO ACTIVELY NEGOTIATE a standard telecommunications agreement. If the parties are unable to reach A STANDARD TELECOMMUNICATIONS agreement within 90 days of THE EXPIREY OF THIS AGREEMENT ON March 31, 2003, TELUS and PWGSC agree to arbitrate the terms AND CONDITIONS of the standard TELECOMMUNICATIONS agreement, in Edmonton, under the Arbitrations Act of Alberta.

6. Permission Non-Exclusive

Nothing in this letter precludes PWGSC 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 PWGSC a single one-time payment of NIL (0), Dollars plus GST, 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, which represents (12) monthly payments of NIL (0) Dollars per month. In addition, Telus shall pay to PWGSC 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.

PWGSC is formulating a policy relating to telecommunications providers' access to its buildings, and if such policy is finalized 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 PWGSC. If the parties are unable to reach A STANDARD TELECOMMUNICATIONS agreement within 90 days of THE EXPIREY OF THIS AGREEMENT ON March 31, 2003, TELUS and PWGSC agree to arbitrate the terms AND CONDITIONS of the standard TELECOMMUNICATIONS agreement, in Edmonton, under the Arbitrations Act of Alberta.

8. Specific Requirements

Before commencing work on the Installations, TELUS will, at its sole cost and expense, prepare and deliver to PWGSC working drawings for the Installations prepared in accordance with PWGSC'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: