



Public Works and  
Government Services

Canada

Travaux publics et  
Services gouvernementaux Canada

Western Region

1000 - 9700 Jasper Avenue  
Edmonton, Alberta  
T5J 4E2

Région de l'Ouest

1000 - 9700 avenue Jasper  
Edmonton, Alberta  
T5J 4E2

November 15, 2002

Bell West Inc.  
Calgary, Alberta

Attention: Marry K. Daye

Dear Sirs/Madam:

**Re: Permission to Access "Harry Hays Building, Calgary"**

Public Works and Government Services Canada ("PWGSC"), the owner of the building known as Harry Hays building, and having the municipal address of 220 - 4th Avenue S.E, Calgary (the "Building") hereby permits BELL WEST to access the Building, all in accordance with and subject to the provisions hereof.

1. Purpose of Access

Access by BELL WEST 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 BELL WEST ("BELL WEST Customers") such broadband telecommunications services as the customer from time to time request BELL WEST to provide (the "BELL WEST Services").

2. Installations

PWGSC permits BELL WEST to install in accordance with and subject to the prior approval of PWGSC as to the exact size, location and other technical specifications which BELL WEST shall provide in writing in accordance with the provisions of section 8 below, the equipment necessary for provision of the BELL WEST Services collectively, the "Installations".

Without limiting any other provision herein, the Installations shall be located only in the premises of BELL WEST 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 BELL WEST permission to access the premises of any BELL WEST Customer or of any other tenant, and any such permission must be sought by BELL WEST from any such party directly.

3. Ownership, Expense and Risk

The Installations will remain the personal property of BELL WEST. All Installations are to be installed, maintained and removed at the sole expense and risk of BELL WEST. BELL WEST agrees at its expense to repair forth with 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. BELL WEST 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 BELL WEST or those for whom it is at law responsible in connection with the Installations or the activities permitted by this letter. BELL WEST will maintain Comprehensive General Liability insurance in an amount of not less than \$5,000,000. If requested by PWGSC, BELL WEST will provide PWGSC with a certificate of insurance evidencing such insurance coverage.

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4. No Interference

In installing, maintaining and removing the Installations, BELL WEST 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, 2004, subject to Paragraph 7. Unless this permission is first extended in writing, BELL WEST shall remove the Installations on or before that date, without compensation of any kind from PWGSC. There is no promise, express or implied, that this permission will be extended.

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 BELL WEST to the tenants or future tenants of the Building or any other buildings.

7. Payment for Permission

Bell West shall pay to PWGSC a single one-time payment of (NIL) 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) Dollars per month. In addition, Bell West shall pay to PWGSC such reasonable costs of utilities associated with the operation of Bell West' 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, BELL WEST agrees that in the event alternative telecommunication providers are requested to provide telecommunications services to the Building, BELL WEST will negotiate the terms of payment for access granted herein with PWGSC. If PWGSC and BELL WEST are unable to negotiate a mutually satisfactory agreement within ninety (90) days of PWGSC providing written notice of such policy and copies of PWGSC's form of license agreement, to BELL WEST, then: (i) the permission granted by this letter shall cease immediately, and (ii) the Installations shall immediately be removed by BELL WEST in accordance with paragraph 5 above.

8. Specific Requirements

Before commencing work on the Installations, BELL WEST 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 BELL WEST proposes to use from the point of access to the Building through the main telephone room to the premises of the BELL WEST Customer, and:

- (a) No work shall commence on any Installations required in respect of a BELL WEST Customer unless BELL WEST has first provided to PWGSC a duly completed Authorization in respect of that BELL WEST Customer in the form of Schedule A attached hereto and PWGSC has approved it and returned it signed to BELL WEST;
- (b) No work shall commence until PWGSC 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 PWGSC shall include any information, which PWGSC or its designated representatives may require to undertake, if the need arises, the safe and appropriate removal of the Installations. BELL WEST 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. BELL WEST 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, BELL WEST will be responsible to restore the damaged area to its original condition;
- (d) BELL WEST shall comply with all reasonable rules and regulations as adopted and altered by PWGSC from time to time, and generally applicable to the tenants, licensees and other occupants of the Building; and
- (e) BELL WEST' employees or anyone else used by BELL WEST 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 PWGSC's security requirements.

9. Agreement

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

Yours truly,  
PWGSC

I \_\_\_\_\_

Name: ]

Title: Regional Manager Maintenance Management

The undersigned agrees to the terms set out in this letter of permission  
this 10 day of Dec, 2002.

BELL WEST INC.

Per:   
Name:   
Title: 

**General Counsel**

I have authority to bind the Corporation

