

519719 Ontario Inc.

1801 Woodward Drive
Ottawa, ON K2C 0R3

Tel. (613) 226-2000

Fax (613) 225-0391

February 28, 2006

Electronically and by courier

Telecom Ottawa Limited
("Telecom Ottawa")
100 Maple Grove
Ottawa, ON K2V 1B8

Attention: Ms. Sharlene M. Goveas, B.Eng.

Reference: Fibre Optic Cable Installation
1600 Star Top Road, Ottawa

Dear Ms. Goveas:

519719 Ontario Inc. ("519719") presently leases all the rentable area of the building (the "Building") located at 1600 Star Top Road, Ottawa (the "Lands") to Public Works and Government Services Canada ("PWGSC") pursuant to a lease dated the 15th day of July 2004 (the "Lease"). The term of the Lease expires on June 30, 2019.

Telecom Ottawa provides or will provide telecommunication services to the Department of National Defence ("DND") which is the sole occupant of the Building.

Telecom Ottawa has requested that 519719 consent to the installation of fibre optic cable and accessory equipment in the Building and on the Lands as hereinafter set out in order to provide telecommunication services to DND.

519719 hereby consents to:

- a) pulling fibre optic cable through existing conduit as shown on drawing dated November 24, 2005 (the "Drawing") which is attached,
 - b) placement of overhead cable tray in accordance with the Drawing,
 - c) installation of a pull-box in accordance with the Drawing,
 - d) installation of new coil as shown on the Drawing, and
 - e) installation of new rack-mount patch panel in accordance with the Drawing,
- all the foregoing are hereinafter collectively called the "Telecom Installations".

519719 hereby provides its consent subject to PWGSC also providing its consent. This consent is also subject to the following conditions:

1. Telecom Ottawa will install, maintain, operate and remove the Telecom Installations in a good and workmanlike manner and in accordance with sound engineering practices and all applicable laws, regulations, by-laws, building codes and other legal requirements.

2. Telecom Ottawa's personnel and contractors shall be entitled to enter the Building and access the Lands in order to install, maintain, operate or remove the Telecom Installations only in accordance with 519719's rules and regulations governing such access (which are attached) and any such rules and regulations governing such access set forth by DND or PWGSC.
3. Telecom Ottawa's right to have the Telecom Installations installed and located in the Building or on the Lands shall terminate on the earliest to occur of
 - (i) the expiration date of the Lease;
 - (ii) the date Telecom Ottawa no longer provides telecommunication services to DND;
 - (iii) fourteen(14) business days after 519719 notifies Telecom Ottawa that the Building has been damaged and that it is not feasible to repair the damage within ninety (90) days after the occurrence of such damage;
 - (iv) the date any significant portion of the Building or the Lands is expropriated;
 - (v) seven (7) days after 519719 has notified Telecom Ottawa that is in breach of any of its obligations hereunder if Telecom Ottawa has failed to remedy such breach within that notification period or has failed to diligently proceed to remedy that breach if such breach cannot be remedied within that notification period; and
 - (vi) the date by which DND or PWGSC requests that the rights granted hereunder be terminated.

Telecom Ottawa shall remove the Telecom Installations and repair any damage caused to the Building or the Lands by the installation, maintenance, operation or removal of the Telecom Installations by the termination date of Telecom Ottawa's right to have the Telecom Installations located in the Building or on the Lands as set out in Section 3 above. 519719 instead of requiring Telecom Ottawa to remove the Telecom Installations may request that any or all of the Telecom Installations remain (the "Remaining Installations") in which event Telecom Ottawa shall be relieved of the obligation to remove the Remaining Installations and the Remaining Installations shall become the absolute property of 519719 without any compensation to Telecom Ottawa.

4. Neither party shall have any claim against the other after the later to occur of (i) the termination date of Telecom Ottawa's right to have the Telecom Installations located in the Building or on the Lands as set out in Section 3 above and (ii) the date Telecom Ottawa removes the Telecom Installations and repairs any damage caused to the Building or Lands by the installation, maintenance, operation or removal of the Telecom Installations, except for claims or obligations that may have arisen or accrued prior to the later of the aforementioned dates, which claims or obligations shall survive such date.
5. 519719 may require Telecom Ottawa to relocate any or all of the Telecom Installations to

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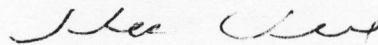
an alternate site in the Building on or the Lands on thirty (30) days' prior written notice and Telecom Ottawa shall so relocate the Telecom Installations at its own cost except, if such relocation occurs prior to January 1, 2007, then the reasonable direct relocation costs shall be borne by either PWGSC or 519719.

6. Telecom Ottawa agrees to indemnify and hold 519719 harmless from and against all costs, liabilities, losses and expenses arising out of the installation, operation, maintenance or removal of the Telecom Installations and from any claims, suits, actions, or proceedings brought against 519719 for any personal injury or property damage caused or contributed by Telecom Ottawa, its personnel or contractors or any other person for whom it is in law responsible, except to the extent that any such cost, liability, loss, claim, suit, action, or expense is due to the negligence or wilful misconduct of 519719 or those for whom it is in law responsible. Telecom Ottawa shall insure against such risks by maintaining in force a comprehensive general liability insurance policy in a minimum amount of \$2,000,000 per occurrence which insurance shall name 519719 as an additional insured and Telecom Ottawa shall provide 519719 with evidence of such insurance.

If you agree with the above terms and conditions, please sign the enclosed copy of this letter and return it to us by 3rd day of March 2006. If you do not return this letter by that date then the terms of this letter may no longer be available for acceptance.

Yours very truly,

519719 Ontario Inc.



Gilad A. Vered, M.A., LL.B.

/cad

We hereby confirm our acceptance of the term and conditions set out in this letter

this 7th day of March 2006

Telecom Ottawa Limited

Per: 

Name: Tom A. Moss
COO