

PROPERTY ACCESS AGREEMENT

THIS AGREEMENT dated Sept 4/02 is made between:

<b>Telecom Ottawa:</b> (referred to hereafter as "Telecom Ottawa"),	<b>AND:</b> <u>SD PROPERTIES INC</u> [(Insert Name of Landlord, Owner, Head Tenant, etc.) (referred to hereafter as "Licensor")]
Telecom Ottawa Address and Contact Information:  Director of Engineering Telecom Ottawa 1970 Merivale Rd. Ottawa, ON K2C 3G2	Licensor Address and Contact Information: <u>2211 THURSTON DR</u> <u>OTTAWA, ONT</u> <u>K1G 6C9</u>

Telecom Ottawa has entered, or plans to enter, into an agreement with one or more tenants or other occupants of the Property (as defined herein) to provide telecommunications services and facilities to such tenants or occupants and the Licensor has agreed, in order to facilitate the provision of telecommunications services and facilities to such tenants or occupants, to permit Telecom Ottawa to access the Property on the following terms and conditions;

In consideration of the provision by Telecom Ottawa of telecommunications services and facilities to such tenants or occupants, and for other good and valuable consideration the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

1. This Agreement relates to the buildings and surrounding lands identified on the attached Schedule to this Agreement (referred to hereafter as the "Property"). Such Schedule is integral to, and constitutes a part of, this Agreement.
2. Licensor grants Telecom Ottawa the non-exclusive licence to install, maintain, operate, relocate and remove its telecommunications facilities and equipment (the "Telecommunications Facilities") as may be required from time to time in order to provide telecommunications services and facilities to tenants or occupants on the Property. Telecom Ottawa, its personnel and contractors shall be entitled to enter the Property for such purposes, subject to and in accordance with the Licensor's standard rules and regulations governing such access. The Telecommunications Facilities shall be installed materially in accordance with drawings prepared by Telecom Ottawa and submitted to the Licensor for approval prior to installation, provided that such approval shall not be unreasonably withheld or delayed. Telecom Ottawa shall provide "as built" drawings to the Licensor upon completion of each installation. Licensor represents and warrants that it has all necessary right, title and interest in and to the Property to grant the rights granted to Telecom Ottawa herein.
3. The Telecommunications Facilities shall be installed, maintained, operated, relocated and removed by Telecom Ottawa in a good and workmanlike manner and in accordance with sound engineering practices and all applicable building codes and other legal requirements. Upon the receipt of a request from the Licensor, Telecom Ottawa agrees that it shall remove all of its Telecommunications Facilities from the Property if Telecom Ottawa no longer provides telecommunications services or facilities to any tenants or other occupants on the Property. Telecom Ottawa shall repair any damage caused to the Property as the result of such removal.
4. The Telecommunications Facilities shall, at all times, remain the exclusive property of Telecom Ottawa, notwithstanding that the Telecommunications Facilities may be affixed to the Property. The Licensor shall not relocate, remove or otherwise interfere with the Telecommunications Facilities without the prior written consent of Telecom Ottawa.
5. Telecom Ottawa agrees to indemnify and hold the Licensor harmless for any personal injury or property damage caused by Telecom Ottawa, its personnel or contractors, and Telecom Ottawa will insure against such risks and will provide the Landlord with proof of insurance upon request. Notwithstanding the foregoing, Telecom Ottawa's liability as

the result of any single event or occurrence (or series of related events or occurrences) shall be limited to five hundred thousand dollars (\$500,000.00) except in the case of personal injury or death, or in the case of damages sustained as the result of deliberate fault by Telecom Ottawa, its personnel or contractors.


6. The term of this Agreement, and the rights granted herein, shall be effective immediately, and shall continue for a period of five (5) years from the date hereof. The term of this Agreement shall automatically renew for subsequent five (5) year periods unless either party delivers written notice to the other party at least sixty (60) days prior to the termination of the initial term or then current renewal term, as the case may be. The term of this Agreement may be terminated earlier by either party providing sixty (60) days written notice to the other party if Telecom Ottawa no longer provides telecommunications services or facilities to any tenants or other occupants of the Property.

7. This Agreement and the rights hereunder may not be transferred or assigned by Telecom Ottawa without the prior written consent of Licensor, provided that Telecom Ottawa may assign this Agreement and the rights hereunder without obtaining such consent to a corporate affiliate, as security to Telecom Ottawa's lenders, or to any person that acquires Telecom Ottawa's interest in the Telecommunications Facilities.

8. This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

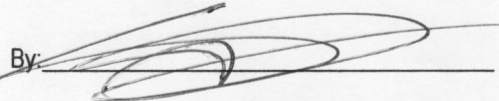
**IN WITNESS WHEREOF** the parties have signed this Agreement.

**TELECOM OTTAWA LIMITED**

By:   
CLAUDE POTHIER

Title: Director of Engineering

SD Properties Inc.  
[Insert legal name of Licensor]

By: 

Title: CEO

SCHEDULE

DESCRIPTION OF PROPERTY

2211 THURSTON DRIVE  
OTTAWA , ONTARIO  
K1G 6C9