

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT made this 16th day of MAY 2002.

BETWEEN: Breconridge Manufacturing Solutions Corporation
(the "Licensor")

AND: TELUS COMMUNICATIONS INC.
(the "Licensee")

IN CONSIDERATION of the fees paid by the Licensee to the Licensor and the terms contained in this License, the Licensor grants a license to the Licensee as follows:

1. **Building Address:** 340 Legget Drive (Phase 2), Kanata, Ontario, as located upon the lands legally described in Schedule "A" attached hereto (the "Building").

2. **Term:** Three years (the "Term").

3. **Commencement Date:** C. July 1, 2002 (the "Commencement Date").

4. **License Fee:** Zero dollars (\$0.00 per annum plus GST (the "License Fee"), payable annually in advance beginning on the Commencement Date. Licensor's GST number is not applicable

5. **Additional Fees:** In addition to the License Fee, the Licensee agrees to pay, without duplication, the following expenses incurred by the Licensor related to the License granted by way of this Agreement:

- a) a pro-rated share of the Licensor's cost of heating, ventilating and air conditioning supplied to the Premises; and
- b) charges for the Licensee's electricity usage which would be based on actual readings from a sub-meter installed by the Licensee at its cost.

6. **Option To Extend Term:** The Licensee shall have the right to extend the Term for an additional period of (enter number of years as contained in #2 above), upon a minimum of sixty (60) days' written notice prior to the expiry of the Term, on the same terms and conditions as this License, save and except for any further right to extend and the License Fee, which fee shall be at market rates, as agreed to by the parties. In the event the License Fee cannot be so determined, such fee for the extension term shall be determined by a single arbitrator in accordance with the applicable arbitration legislation for the province in which the Building is situated.

7. **Use and Access:** The Licensor grants the Licensee the right to provide telecommunications services to the tenants and occupants of the Building ("Licensee's Services"). In order to provide Licensee's services, the Licensee may construct, install, operate, maintain, repair, service, upgrade and modify, remove and replace telecommunications equipment ("Equipment") in the location, containing approximately 150 sq. ft. ("Premises") as indicated on Schedule "B" attached hereto as well as the right to use all portions of the lands including the Building necessary to bring cable and related equipment from the property line of the lands to the tenants or occupants of the Building and the use of all pathways associated with the Premises, Building and lands necessary thereto.

8. **Installation and Maintenance of Licensee's Equipment:** The Licensee agrees to obtain all required permits and approvals at its cost prior, to installing any Equipment and prior to making any material changes, additions, improvements or alterations to same. At the request of the Licensor, all Equipment that the Licensee intends to install, improve or alter is subject to the prior approval of the Licensor and is to be installed, improved or altered in accordance to the plans and specifications approved by the Licensor. All such approvals shall not be unreasonably withheld or delayed.

9. **Licensee's Equipment:** At any time following the full execution of this License, the Licensee shall have the right to install the Equipment in the Building in accordance with the terms of this License. The Licensee shall

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ensure that the Licensee's Services do not interfere with the signals or services of other telecommunications service providers granted prior access to the Building. Upon the expiry or earlier termination of this License, the Licensee shall remove the Equipment from the Building. The Licensor acknowledges that the Equipment, notwithstanding same may be affixed to the Building, shall at all times remain the property of the Licensee, and that the Licensor does not have nor will it have any right, title or interest whatsoever in the Equipment.

10. Cabling and Riser Management: In the event that the Licensor installs a central cable telecommunications distribution system in the Building, the Licensor shall permit the Licensee to provide the Licensee's Services using any of the cabling and wires installed in the Building (the "Cabling") then owned by the Licensee. The Licensor may assume ownership, responsibility or control of the Cabling, in which case the Licensor and the Licensee shall enter into a separate agreement setting out, among other items, that the Licensor shall pay the Licensee the then fair market value (as determined by the Licensor and Licensee, acting reasonably), of the portion of the Cabling then owned by the Licensee, and that the Licensor shall maintain, repair, replace and upgrade the Cabling to at least the standard previously established by the Licensee. The Licensee acknowledges that the Licensor may retain a third-party riser manager to co-ordinate and supervise the operations of all telecommunications service providers in the Building, and the Licensee shall pay the Licensor an equitable proportionate share of the reasonable costs incurred by the Licensor in this regard.

11. Indemnity and Insurance: The Licensor and the Licensee shall indemnify and save harmless the other for any loss, claim or damage to person or property arising out of the use and/or occupancy of the Building by the Licensee and caused by each party's own negligence or the negligence of those for whom each is responsible in law, and neither party shall be liable for consequential damages. The Licensee shall maintain in force public liability and property damage insurance coverage of not less than five million dollars (\$5,000,000.00), and the Licensee shall add the Licensor to the Licensee's insurance as an additional insured.

12. Default and Termination: The Licensor shall be entitled to terminate this License in the event of any breach of this License by the Licensee if the Licensee fails to cure or to commence in good faith to cure such breach within thirty (30) days following written notice of such breach from the Licensor. The Licensee may terminate this License upon thirty (30) days' written notice to the Licensor if the Licensee shall be unable to obtain or shall cease to possess any necessary rights or approvals from any appropriate governmental or regulatory authority or in the event that the Building should become unsuitable or commercially impractical for the Licensee's business, in which case any prepaid portion of the License Fee shall be adjusted as of the effective date of termination and returned forthwith to the Licensee.

13. Assignment: The Licensee may not assign or sublicense this License, in whole or in part without the Licensor's prior written consent, which shall not be unreasonably withheld or unduly delayed; however, where any such assignment or sublicense is to an affiliate, parent or subsidiary corporation, secured lender or acquirer of a material portion of the Licensee's voting shares or assets, the Licensor's consent shall not be required.

14. Notices: All notices required to be delivered hereunder shall be in writing and delivered to the addresses set out below by mail (deemed to be received three (3) business days after mailing) or facsimile transmission (deemed to be received on the next business day following the date of transmission):

Licensor:

Address:

Attention:

Facsimile:

Licensee:

Address: 100 Sheppard Avenue East
6th floor
Toronto, Ontario
M2N 6N5

Attention: AVP, Building Access

Facsimile: (416) 223 0235

The Licensor and Licensee may change their respective addresses by written notice to each other.

15. Schedules: The following schedules are attached to and form part of this License:

- Schedule "A" - Legal Description
- Schedule "B" - Plans of Premises

16. Miscellaneous:


- (a) This License, including all schedules attached hereto, is the entire agreement between the Licensor and the Licensee and contains all agreements, promises and understandings between the parties concerning the subject matter described herein. Any amendments to this License must be in writing and signed by both parties.
- (b) This License shall be governed by the laws of the province in which the Building is located, and the Licensor and the Licensee shall comply with and conform to all applicable laws, by-laws, and regulations of any governmental or regulatory authority having proper jurisdiction over the subject matter of this License.
- (c) Should any portion of this License be found to be invalid, illegal or unenforceable, such provision shall be severed without affecting the balance of this License.
- (d) This License shall be binding on the parties and their respective successors and assigns.
- (e) Each party shall be excused for any delay in performance of any of the provisions hereunder if such delay is due to circumstances beyond the affected party's reasonable control.
- (f) This License shall not create any other relationship between the parties other than that of licensor and licensee.
- (g) The Licensor and the Licensee each warrant that it has the requisite power, approval and right to enter into this License and to carry out all of its provisions.
- (h) The parties hereto have requested that this License and all related documentation be drawn up in English. Les parties ont exigé que le présent permis et tous les documents s'y rapportant soient rédigés en anglais.

IN WITNESS WHEREOF the parties have duly executed this License.

Dated this 16 day of May, 2002.

BRECONRIDGE MANUFACTURING SOLUTIONS CORPORATION

Licensor



 Authorized Signature
 Name: SHAWN M'EWAN
 Title: EVP, CFO

Authorized Signature


Name:

Title:

Dated this 16th day of MAY, 2002

TELUS COMMUNICATIONS INC.

Licensee



 Authorized Signature
 Name:
 Title:

SCHEDULE "A"
LEGAL DESCRIPTION

(legal description must be completed)

SCHEDULE "B"
PLANS

(plans must be completed)