

**TELECOMMUNICATIONS LICENSE AGREEMENT
RICHARDSON BUILDING, WINNIPEG**

This AGREEMENT made this 1st day of April, 2005

Between:

LOMBARD PLACE LIMITED, ("Licensor")

and

TELUS COMMUNICATIONS INC. ("Licensee")

NOW THIS AGREEMENT WITNESSES that in consideration of the mutual promises and covenants contained in this License, the sufficiency of which is agreed to by the parties, the parties agree as follows:

PREMISES

- (a) The Licensor is the registered owner of those lands situated in the City of Winnipeg, in the Province of Manitoba, which are municipally described as One Lombard Place and are legally described in detail in Schedule "B" (the "Lands");
- (b) There is erected on the Lands a building (the "Building");
- (c) The Licensee wishes to license from the Licensor that portion of the Building as *outlined on riser diagram on attached Schedule "A"*, for exclusive use by the Licensee for operation of the Licensee's communications systems;
- (d) The Licensee wishes to have non-exclusive access to portions of the Lands and the Building to operate the Licensee's communications systems;
- (e) The Licensee wishes to service other buildings and to access portions of other land(s) and building(s) from the Premises as may be necessary from time to time; and
- (f) This agreement and the attached schedules (the "License") contains the terms and conditions upon which the Licensor shall license the Premises to the Licensee for the exclusive use by the Licensee and grants to the Licensee non-exclusive access to portions of the Lands and the Building(s) and to the other buildings located on the lands described in Schedule C".

2. TERM

The term of the License shall be for *Five (5) years*, commencing *April 1, 2005* (the "Commencement Date") and expiring *March 31, 2010*, (the "Term"), unless earlier terminated according to this License.

3. LICENSE FEE AND ADDITIONAL FEES

- (a) The Licensee shall pay to the Licensor, for the License of access to the Premises by the Licensee for exclusive use by the Licensee and for the non-exclusive access to those portions of the Lands and the Building specified herein, an annual fee of *One Thousand, Five Hundred Dollars (\$1,500.00)* plus all applicable government taxes payable in accordance with s.4(a) (the "License Fee"), and
- (b) In the event that the Licensee services from the Premises other buildings located upon the lands as described in Schedule "C" the Licensee shall pay to the Licensor an additional fee of *Two Hundred and Fifty Dollars (\$250.00)* per additional building served per year.



4. LICENSEE'S COVENANTS

- (a) On the Commencement Date, the Licensee shall pay to the Licensor the pro-rated portion of the License Fee and additional fee(s) for the period from the Commencement Date through *March 31st, 2006*. Thereafter, the Licensee shall pay to the Licensor the License Fee and additional fee(s) on the 1st day of each year of the Term or Renewal Term. All payments shall be made payable to Lombard Place Limited at the following address:

615 Richardson Building, One Lombard Place, Winnipeg, Manitoba R3B 0X3

Licensee agrees to observe and perform all the covenants and obligations of the Licensee herein.

- (b) The Licensee shall at its sole cost and expense maintain the Trade Fixtures (as hereinafter defined) in proper and safe operating condition.
- (c) The Licensee shall at its sole cost and expense, repair any damage to the Building and any other buildings on the lands described in Schedule "C" and any conduits, cable spaces, telecommunications pathways and other communication spaces and any property owned by the Licensor or any tenant of the Licensor where such damage is caused by the Licensee or any of its agents, representatives, employees, contractors or invitees. If the Licensee fails to promptly repair any such damage, the Licensor may, in its sole discretion repair such damage and the Licensee shall reimburse the Licensor all costs and expenses incurred in such repair.
- (d) The Licensee shall not interfere with the use and enjoyment of the Building or any other buildings on the lands described in Schedule "C" or by tenants of the Licensor. If such interference shall occur, the Licensor shall give the Licensee written notice thereof and the Licensee shall correct the same within twenty-four (24) hours after receipt of such notice. In the event the Licensee fails to correct such conditions the Licensor may, but is not obligated to, take any reasonable actions to correct same.
- (e) The Licensee's Trade Fixtures (as hereinafter defined) shall not disrupt, adversely affect or interfere with other providers of communications services in the Building or any other building located on the lands described in Schedule "C" or with any tenants' use or operations of communications or computer devices. The Licensee shall correct such interference within twenty-four (24) hours after receiving written notice of such interference and after such interference has been identified as being caused by the Trade Fixtures. The Licensor reserves the right to disconnect power to any such Trade Fixtures if the Licensee fails to correct such interference after proper notification and rectification period.
- (f) The Licensee agrees to comply with all Building rules as adopted and altered by the Licensor from time to time and will cause its agents, employees, contractors, invitees and visitors to do so. No revision to the Building rules shall materially adversely affect the Licensee's rights under this agreement.

5. LICENSOR'S COVENANTS

- (a) The Licensor covenants with the Licensee for quiet enjoyment of the Premises.
- (b) The Licensor shall maintain in good order and condition the Premises and the Building, including providing building standard heat, hydro and cooling.
- (c) The Licensor agrees to negotiate in good faith with the Licensee and third parties, where requested by the Licensee, for access to any and all existing steam tunnels and underground passageways in and about the Lands.
- (d) The Licensor agrees to cooperate with Licensee in obtaining all necessary consents of the municipality, the Department of Industry Canada, the Department of Transport and other governmental authorities having jurisdiction with respect to the construction, operation, maintenance, repair and replacement of the Trade Fixtures (as hereinafter defined) and to this end, the Licensor will, without restricting the foregoing, execute, in a timely fashion, all necessary authorizations to enable the Licensee to obtain building permits, site plan approvals, zoning and by-law amendments and to obtain information with respect to the Premises, the Building or the Lands from any such authorities and to enable the Licensee to obtain any plans or drawings from the municipality or any architect or engineer provided that same shall be without cost to the Lessor.

(e) The Licensor agrees to observe and perform all the covenants and obligations of the Licensor herein.

6. PERMISSION TO PERFORM WORK

- (a) The Licensor shall permit the Licensee, its employees, contractors and agents, in accordance with the approval process described in Section 7 and at the Licensee's sole expense and risk, to:
- (i) install fiber optic or copper cable and such equipment, apparatus, fixtures and attachments (collectively the "Trade Fixtures") within the Premises, and through conduits, cable spaces, telecommunications pathways and other communications spaces in the Building, as may be necessary in order for the Licensee to operate its communications systems, electric power and communications lines for the sole purpose of providing communications services to the Licensee's customers located in the Building; and
 - (ii) service from the Premises other buildings on the lands described in Schedule "C" and to install Trade Fixtures in such other buildings and through conduits, cable spaces, telecommunications pathways and other communications spaces in such other buildings as may be necessary for the Licensee to operate its communications systems, electric power and communication lines for the sole purpose of providing communications services to the Licensee's customers located in such other buildings.
- (b) The Licensee shall be responsible for the satisfaction and payment of all liens of any provider of work, labor or materials claiming by, through or under the Licensee. The Licensee shall also indemnify and hold harmless the Licensor against any liens including reasonable fees of the Licensor's attorneys. Such liens shall be discharged by the Licensee within thirty (30) days after notice of filing thereof by bonding, payment or otherwise, provided that the Licensee may contest, in good faith and by appropriate proceedings, any such liens. The provision of this paragraph 6(b) shall survive termination of this License.

7. APPROVAL PROCESS AND INSTALLATION

- (a) Prior to the commencement of any work or installation of any Trade Fixtures or otherwise, the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for such work or installation. The Licensee shall submit to the Licensor, detailed plans of location and installations (the "Plans") of the work contemplated in section 6 for approval by the Licensor, such approval not to be unreasonably withheld, delayed or conditioned. The Licensor will notify the Licensee within ten (10) business days, or as reasonably negotiated between the parties, whether the Plans have been approved. In no event shall the Licensor's approval of such Plans be deemed a representation that the Licensee's Trade Fixtures will not cause interference with other systems in the Building or other buildings located on the lands described in Schedule "C" or that the Licensee's Plans comply with applicable laws, rules or regulations, such responsibility shall remain with the Licensee.
- (b) The Licensee agrees that the installation and constructions shall be performed in a neat, responsible and workmanlike manner consistent with reasonable standards as shall be imposed by the Licensor. The Licensee shall, at its sole cost and expense, repair any damage caused during the installation of the Trade Fixtures whether caused by the Licensee or its agents, representatives, employees, contractors or invitees. If the Licensee fails to repair any such damage, the Licensor, may, in its sole discretion, repair such damage and the Licensee shall reimburse the Licensor for all costs and expenses incurred in such repair.
- (c) *The Licensee shall affix a label bearing its name on each terminal block that contains any of the Licensee's broken out cable pairs located in the Premises and in the telephone closets or riser rooms on floors in the Building and any other building located on the lands described in Schedule "C". If requested by the Licensor from time to time, the Licensee shall provide the Licensor with working drawings detailing the type, size and location of the communications facilities installed by the Licensee within the Building pursuant to this Agreement.*
- (d) The Licensee shall obtain, at its sole cost and expense, prior to commencement of construction and work, all necessary federal, provincial and municipal permits, licenses and approvals. The Trade Fixtures shall comply with all applicable safety standards of any governing body having jurisdiction over the Licensee's operations.

8. USE BY LICENSEE AND GRANT OF ACCESS

- (a) The Licensor shall permit the Licensee, its employees, contractors and agents, at the Licensee's sole expense and risk, to:
- (i) use the Premises for the purposes of providing communications services to the tenants and other occupants of the Building; and the other buildings described in Schedule "C" and for no other purpose whatsoever. The Licensee is forbidden to serve properties other than those located on the lands described in Schedule "B" and "C" without the prior written consent of the Licensor;
 - (ii) connect the Trade Fixtures to other equipment in the Building(s);
 - (iii) in the instance of an emergency or power outage, access the Premises 24 hours per day, 365 days per year by notifying the Licensee of same at (403) 530-5000 and by notifying the Licensor of same at (204) 932-0602 (24 hour engineering pager);
 - (iv) access the Premises 24 hours per day, 365 days per year, subject to the Licensor's building standard security requirements (to that end Licensee shall receive any keys or access cards required for such access), along with the right to perform installation, maintenance and subsequent service, testing, repairs, connects and/or disconnects on the Licensee's communications systems, as may be required; and
 - (v) access portions of the Building(s) and the Lands, including, but not limited to, existing risers, cables, chases, pedways, raceways and above-ceiling common areas, as may be necessary to enable the Licensee to install, use and maintain the Trade Fixtures.
- (b) The Licensor may in its sole discretion require the Licensee, at the Licensor's expense to relocate within the Building, the Premises and any or all the Trade Fixtures. The substitute Premises shall contain at least as much area as the Premises from which the Licensee is being relocated, and shall also, in the Licensor's reasonable judgment be suitable for the Licensee's operations. In the event the Licensor requires the Licensee to relocate the Trade Fixtures and/or the Premises, the Licensee shall within ninety (90) days either:
- (i) terminate this License upon written notice to the Licensor; or
 - (ii) relocate the Trade Fixtures and/or the Premises.
- (c) The Licensor makes no warranty or representation that the Premises, the conduits, cable spaces, telecommunications pathways and other communications spaces in the Building or in other buildings located on the lands described in Schedule "C" are suitable for the Licensee's use, it being the obligation of the Licensee to satisfy itself thereof. The Licensee has inspected the Premises, the conduits, cable spaces, telecommunications pathways and other communications spaces in the Building and in other buildings located on the lands described in Schedule "C" and accepts the same "as is" and agrees that the Licensor is under no obligation to perform any work or provide any materials to prepare the Premises, the conduits, cable spaces, telecommunications pathways and other communications spaces in the Building or in any other building located on the lands described in Schedule "C", for the Licensee.
- (d) The License granted herein is not exclusive. The Licensor reserves the right to grant, renew or extend similar licenses to others.
- (e) The Licensee shall use the Premises and the conduits, cable spaces, telecommunications pathways and other communications spaces in the Building and any other building located on the lands described in Schedule "C", solely for the purpose of providing tenants and occupants with telecommunications services for which it has been certified by local, provincial or federal governing bodies. To the extent that the Licensee is providing communications services to any tenant or occupant within the Building or any other buildings located on the lands described in Schedule "C", the Licensee shall make available such communications services to all tenants and occupants of the Building or any other buildings located on the lands described in Schedule "C" as the case may be. The Licensee acknowledges that this License prohibits the installation or operation of all forms and types of rooftop communications equipment and wireless communications equipment.



- (f) The Licensors shall use reasonable efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's use. The Licensee agrees that the Licensors have no obligation or responsibility to provide emergency or "back-up" power to the Licensee and the Licensee acknowledges that any such provisions of emergency or "back-up" power shall be the sole responsibility of the Licensee.

9. TRADE FIXTURES

- (a) The Licensors and the Licensee agree that the Trade Fixtures are for the exclusive use of the Licensee and the Licensee's customers and shall remain the property of the Licensee.
- (b) All installations in the Building, excluding the Trade Fixtures, shall remain the property of the Licensors at the end of the Term or Renewal Term (as hereinafter defined).
- (c) Trade Fixtures may be removed by the Licensee at the end of the Term or Renewal Term, at the Licensee's sole cost and risk at the Licensee's option or at the written request of the Licensors, provided that the Licensee shall repair any damage caused by the Licensee, to the reasonable satisfaction of the Licensors, within a reasonable time frame.

10. DEFAULT BY LICENSEE

- (a) Each of the following events shall be deemed to be an event of default under this License (and "event of default"):
 - (i) if the Licensee defaults in the payment of any fees or other sum of money due the Licensors hereunder and such default shall continue for a period of ten (10) days after receipt of written notification by the Licensors to the Licensee of such default;
 - (ii) except where different cure periods are expressly provided in this License to the contrary, if the Licensee shall default in the observance or performance of any of the Licensee's non-monetary obligations under this License and such default shall continue for more than thirty (30) days after written notice of such default has been given by the Licensors to the Licensee (unless such default cannot reasonably be cured within such thirty (30) day period, in which case such cure period shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee shall promptly commence and prosecute such cure to completion with all reasonable diligence);
 - (iii) if there is interference with the telecommunications or computer equipment of the Licensors or any tenant or other occupant of the Building or any of the other buildings located on the lands described in Schedule "C", or any of the telecommunications or computer devices provided in the Building or any of the other buildings located on the lands described in Schedule "C", by reason of, or as a result of, the installation, operation, maintenance, repair or removal of the Trade Fixtures, which interference is not cured within twenty-four (24) hours of the Licensee's receipt of written notice by the Licensors of such interference;
 - (iv) if the Licensee shall fail to remove any hazardous materials installed in the Building or the other buildings located on the lands described in Schedule "C" by or on behalf of the Licensee, within forty-eight (48) hours of written notice of such condition by the Licensors to the Licensee;
 - (v) the revocation of the Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to regulate the Licensee's provision of telecommunication services; and
 - (vi) the filing, execution or occurrence of a petition in bankruptcy or other insolvency proceeding against the Licensee, or an assignment for the benefit of creditors, or a petition or proceeding by or against the Licensee for appointment of a trustee, receiver, or receiver-manager of the Licensee or of any of the Licensee's property or of any proceeding by any governmental authority for the dissolution or liquidation of the Licensee.

- (b) Upon the occurrence of an Event of Default, and the expiry of any cure period, the Licensor shall have the right to terminate this License and the Licensee shall, at the Licensee's sole cost and expense, remove the Trade Fixtures and all of the Licensee's personal property from the Building and any other buildings located on the lands described in Schedule "C".

11. INDEMNITY

The Licensee shall exercise due care to avoid any action that might cause damage to any part of the Building or the other buildings located on the lands described in Schedule "C" or the tenants or occupants thereof. The Licensee indemnifies and holds harmless the Licensor, its principals, officers, directors, agents, and employees harmless from and against any loss, cost, damage and expense of whatever kind arising directly or indirectly from the construction, installation, operation, maintenance, repair and removal of the Trade Fixtures or from the Licensee's breach of the License including but not limited to, reasonable attorneys fees and court costs, except to the extent such loss, damage, cost or expense is due to the gross negligence or wilful misconduct of the Licensor or its employee, agents or invitees. The provisions of this section 11 shall survive termination of this License in so far as claims filed prior to or within three (3) years after the expiration or termination of the License.

a P

12. INSURANCE

- (a) The Licensee shall maintain in force, at its expense, during the term of this Agreement, a policy of Commercial General Liability Insurance issued by a company acceptable to the Licensor, and licensed to do business within the province where the Building is located, insuring Licensee and naming as additional insureds, the Licensor and any additional parties that the Licensor may reasonably designate by written notice, with a combined single limit of Five Million Dollars (\$5,000,000) for injury or death or property damage. The Licensee shall maintain all risk property insurance on its Equipment in sufficient amounts to cover any loss thereof.
- (b) The Licensee's insurance shall contain provisions providing that such insurance shall be primary insurance insofar as Licensor and Licensee are concerned, with any other insurance maintained by Licensor being excess and non-contributing with the insurance of Licensee required hereunder. ~~and providing coverage for the contractual liability of the Licensee to indemnify Licensor pursuant to (d) below. The Licensee shall obtain the agreement of Licensee's insurers to provide proof of such insurance to Licensor at the Building office prior to commencement of any construction and to notify the Licensor, in writing, that a policy is due to expire at least 30 days prior to such expiration. The Licensee shall name the Licensor and any additional parties that the Licensor may reasonably designate by written notice as additional insureds to the policies, provide the Licensor with a certificate of insurance in respect of the Licensee's insurance, which insurance shall contain an endorsement that the Licensor shall be provided with 30 days prior written notice of any cancellation or termination of such insurance.~~
- (c) The Licensee shall maintain in force all required workers compensation or other similar insurance pursuant to all applicable Province and local statutes.
- (d) **Release and Waiver of Subrogation Rights**
To the extent allowable under the laws and regulations governing the writing of insurance within the province in which the Building is located, Licensor and Licensee each release the other and their respective agents and employees from all liability to each other, or anyone claiming through or under them, by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured under this Agreement, pursuant to insurance policies carried by the parties which are in force at the time of the loss or damage. Licensor and Licensee will each request its insurance carrier to include in policies provided pursuant to this Agreement an endorsement recognizing this waiver of subrogation. The waiver of subrogation endorsement need not be obtained if it incurs an additional cost for the affected policy, unless following written notice, the other party elects to pay that additional cost to obtain the waiver of subrogation endorsement. The provisions of this section (d) shall survive termination of this Agreement.

~ P

13. ASSIGNMENT

- (a) The Licensor may sell, convey, assign, pledge or otherwise deal with all or any part of the Building and/or the Lands or the other buildings located on the lands described in Schedule "C" and/or the lands described in Schedule "C", subject only to the rights of the Licensee pursuant to this License, without the consent of the Licensee.

- (b) The Licensee may assign this License with the consent of the Licensor, which shall not be unreasonably withheld, delayed or conditioned.
- (c) Notwithstanding section 13(b), the Licensee may assign its rights or obligations in this License to any affiliate or by way of security to a creditor without the consent of the Licensor.
- (d) A change of control of the Licensor or the Licensee shall not be considered an assignment for the purposes of this License.

14. INTERFERENCE

- (a) The Licensor agrees to immediately notify the Licensee at (403) 530-5000 if at any time the Licensor becomes aware of any occurrence or event which results in, or could be expected to result in, interference with the operation of the Licensee's communications systems, or the Trade Fixtures. And, for greater clarity, in instances of scheduled power outages, the Licensor shall provide the Licensee with five (5) days notice of such scheduled power outages.
- (b) If the interference referred to in section 14(a) is the result of the willful act or negligence of the Licensor, its employees, contractors or agents, then, the Licensor shall immediately act to rectify the situation.

15. GOVERNMENT REGULATIONS

- (a) The parties to this License shall comply with and conform to all laws, by-laws, legislative and regulatory requirements of any governmental authority relating to the matters contemplated by this License. Such governmental authorities shall include but not be limited to the City of Winnipeg, the Province of Manitoba and the C.R.T.C. Should any provision of this License be illegal or unenforceable, that provision shall be considered separate and severable from the remaining provisions of this License and the remaining provisions shall remain in force and be binding upon the parties.
- (b) Notwithstanding section 15(a), should a government decision, law, bylaw or regulation, prohibit or curtail the Licensee's commercial viability, the Licensee may terminate this License at any time by providing the Licensor with 180 days notice.

16. NOTICE

Except in the instance of an emergency or power outage as described in sections 8(a)(iii) and 14(a), any notice, request, demand, consent or other communication provided or permitted by this License shall be in writing and given by personal delivery, or sent by single-registered mail, or transmitted by facsimile, addressed to the party for which it is intended at the address on the below, provided, however, that either party may change its address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party in the manner prescribed above. Any notice so given shall be deemed to have been received on the date on which it was delivered or transmitted by facsimile,

to the Licensor at the following address:

**615 Richardson Building
One Lombard Place
Winnipeg, Manitoba R3B 0X3
Attention: Darren Klassen
Telephone: (204) 934-5229
Facsimile: (204) 943-0637**

and to the Licensee at the following address:

**Telus Communications Inc.
Telus Plaza South, 21st Floor
10020 – 100 Street
Edmonton, AB T5J 0N5
Attention: Manager, Building Access, Western Canada
Telephone: (780) 493-4770
Facsimile: (780) 493-7315**

17. OPTION TO RENEW

Provided the Licensee is not in default of this License, the Licensee has the option to renew the License for an additional term of *Five (5) years* (the "Renewal Terms"), subject to and in accordance with the following terms and conditions:

- (a) upon the same terms and conditions as are contained in this License, excepting the License Fee and excepting any other provisions applicable only to the Term. For the Renewal Term(s), the Licensee Fee shall be consistent with the then market rate charged to similar communications systems providers in similar sized building(s) in the vicinity of the Building(s) and in accordance with the foregoing guidelines;
- (b) the Licensee shall notify the Licensor of the Licensee's intention to exercise the Licensee's option to renew this License no less than six (6) months prior to the expiry of the current term.

18. CENTRAL DISTRIBUTION SYSTEM AND MANAGED RISERS

The Licensee acknowledges that the Licensor may, in future, consider the installation and management of a shared central telecommunications cable distribution system ("CDS") to be used by one or more telecommunications service providers for the purpose of distributing telecommunications services throughout the Building and the other buildings located on the lands described in Schedule "C". The Licensor may undertake this CDS on its own or may engage a third party company. The commencement date for installation of the CDS is not presently known, however, if or when this CDS is available and is capable of providing similar services to those that the Licensee is providing under this Agreement, then the Licensor shall provide written notice to the Licensee and both the Licensee and the Licensor agree to act in good faith to negotiate a transfer of services, under reasonable terms and condition, to the CDS. The parties understand that such terms and conditions shall include, among other things: (a) that the Licensor shall charge all competitive service providers (including Licensee) a fee for each CDS cable-pair used ("CDS Fee"), and (b) that such CDS Fees shall be non-discriminatory among competitive service providers for the use of cable pair within the CDS, ordered for similar terms and in similar quantities. In the event that the parties are unable to reasonably agree to such a transfer of services to the CDS within 120 days of such notice by the Licensor, subject to mutual consent, the parties may agree that the terms and condition of such a transfer shall be determined by a sole arbitrator who is reasonably acceptable to both parties or is appointed by the arbitration legislation in effect in the Province where the Building is located, in any event, such person shall be experienced in such matters.

The Licensor acknowledges and agrees that, in accordance with CRTC Decision 2003-45, Clause 155, the Licensee, at its sole option, may install its own cable.

19. SCHEDULES

The Schedules referred to in this License and attached herewith are deemed to be incorporated herein and includes the following:

- Schedule "A" Riser Diagram
- Schedule "B" Legal Description of Lands
- Schedule "C" Legal Description of Lands upon which the other buildings referred to in this License are located.

20. GENERAL

- (a) Time is of the essence of this License.
- (b) The Licensor and Licensee acknowledge and agree that the relationship between them is solely that of independent contractors and nothing herein shall be construed to constitute the parties as employee/employer, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party, nor its employee, agents or representatives shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other. The Licensee hereby accepts and assumes full and exclusive liability for, and shall hold the Licensor harmless from, the payment of all taxes, monies, and other expenses arising from the conduct of the Licensee's business in the Building and the other buildings located on the lands described in Schedule "C".



- (c) The Licensee shall not install any hazardous substance or material in the Building or in the other buildings located on the lands described in Schedule "C". In the event any hazardous materials are installed or brought into the Building by or on behalf of the Licensee, then the Licensee shall cause the removal of same within twenty-four (24) hours of the Licensors demand and shall indemnify and hold the Licensor harmless from any claim, loss, cost, damage or expense resulting from such hazardous materials or the Licensors removal thereof.
- (d) The waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.
- (e) The Licensee accepts this License subject to and subordinate to any mortgage, deed of trust or other encumbrance existing or hereinafter arising upon the land or the Building or the other buildings located on the lands described in Schedule "C" and to any renewal, modification, consolidation, refinancing and extension thereof.
- (f) In the event of any fire, casualty, physical calamity or physical damage to the Building or to the other buildings located on the lands described in Schedule "C", which makes it impossible for the Licensee to carry out the purposes of its installation, maintenance and operation, or if the Building or the other buildings located on the lands described in Schedule "C" become unfit for the Licensee's use, the Licensor at its sole option and expense may attempt to remedy such problem within one hundred and eighty (180) days, or any such period deemed reasonable under the circumstances, after written notice thereof. In the event that the Licensor is unable or unwilling to cure or remedy such problem, the Licensee may terminate this License upon ninety (90) days prior written notice to the Licensor, in which event, the Licensee shall remove the Trade Fixtures and neither party shall have any further liability to the other, except as expressly provided hereunder.
- (g) Any obligation of the parties related to monies owed, as well as provisions relating to limitations on liability and actions, shall survive termination or expiration of this License.
- (h) This License, together with the schedules attached hereto, constitutes the entire agreement of the parties and supersedes all previous and contemporaneous communications, representations, understandings or agreements related to the subject matter of this License.
- (i) The invalidity or unenforceability of any provision of this License or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid or unenforceable provision or covenant shall be deemed to be severable.
- (j) This License shall be governed by and construed under the laws of the Province of Manitoba. The parties hereby attorn to the jurisdiction of the Manitoba courts.

The parties confirm that it is their wish that this License, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tousles documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise

IN WITNESS WHEREOF the parties hereto have executed this License.

LOMBARD PLACE LIMITED

E. W. Paterson
Authorized Signature

ESTHER PATERSON
Name of Signatory

PRESIDENT DEC. 5, 2005
Title Date

I/We have authority to bind the corporation.

TELUS COMMUNICATIONS INC.

Robert Beatty
Authorized Signature

ROBERT BEATTY
Name of Signatory

AVP, BUILDING ACCESS 27/09/05
Title Date

I/We have authority to bind the corporation.

G.S.T. Registration #: 100652692

SCHEDULE "B"
Legal Description Of Lands

Legal Description of Richardson Building

Parcels A and B Plan 38763 WLTO
in RL 6 Parish of St. John

Parcel H Plan 38763 WLTO
in RL 6 Parish of St. John

Parcels C, D, E, and F Plan 38763 WLTO
Exc out of Parcels D and E Air Space Plan 38765 WLTO
in RL 6 Parish of St. John



SCHEDULE "C"
Legal Description of Lands occupied by the Other Buildings

CT 1755036 WLTO

PARCELS G, J TO N, P, Q, R, R1, R2, R3, S TO W, X, X1, X2, X3, Y, Y1, Y2, Z, Z1, AND Z2
PLAN 38763 WLTO

EXC OUT OF PARCELS K, L, R, R1, R2, R3, S TO W, X, X1, X2, Y1, Y2, Z, Z1 AND Z2:
AIR SPACE PLAN 38764 WLTO AND

EXT OUT OF PARCELS L, M, N, R, R1, R2, R3, S TO W, X, X1, X2, X3, Y, Y1, Y2, Z AND Z1
AIR SPACE PLAN 38765 WLTO IN RL 6 PARISH OF ST JOHN

and

LOT 6 PLAN 10382 WLTO
IN RL6 PARISH OF ST. JOHN

