

THIS AGREEMENT made as of the 18th day of July, 2007

BETWEEN:

9143-7459 QUÉBEC INC.

Previously "~~Cité Norddelet Inc.~~"

A company legally constituted, having its principal place of business at 7250, Taschereau Blvd, suite 200, Brossard, Quebec, J4W 1M9, duly represented herein by ~~Mr. Gilbert Killen and Mr. Serge G. Duguay, duly authorized pursuant to a resolution of the company's board of directors.~~

Represented by **Société de Gestion Cogir s.e.n.c.**

(hereinafter called the "Landlord")

- and -

TELUS COMMUNICATIONS COMPANY

Previously "TELUS Communications (Québec) Inc."

(hereinafter called the "Tenant")

LEASE AMENDMENT AND EXTENSION AGREEMENT

WHEREAS:

- A. The capitalized terms used in this agreement shall have the meanings ascribed to them in the Original Lease unless otherwise defined in this agreement.
- B. The Landlord leased to the Tenant the Premises described in the Original Lease dated July 25, 2002 for 100 sq. ft. upon the terms and conditions set forth therein.
- C. The parties have now agreed to amend the Original Lease as hereinafter provided.
- D. The Original Lease as amended by this agreement is hereafter collectively referred to as the "Lease".

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and other good and valuable consideration exchanged between the parties (the receipt and sufficiency whereof is hereby acknowledged by the parties hereto), the parties covenant and agree as follows:

1. LEASE AMENDMENTS

The Original Lease is amended as follows:

- (a) the Term is hereby extended for the Extended Term as is defined in "Schedule 1"
- (b) the Tenant shall pay to the Landlord in advance, annually on the first day of August during the Extended Term the Extended Term Basic Rent as is defined in "Schedule 1" in the manner provided in the Original Lease.

2. RATIFICATION OF ORIGINAL LEASE

Except where hereby amended, the parties hereto confirm and ratify all provisions of the Original Lease.

3. NOTICES

Any notices herein provided or permitted to be given under this agreement shall be addressed as follow:

To the Landlord: 9143-7459 Québec Inc.
Société de Gestion Cogir s.e.n.c.
C/O Mrs. Gisèle Durepos
1751 Richardson, Suite 1000
Montréal, Québec H3K 1G6
Phone : (514) 939-1002 ext. 206

To the Tenant: TELUS Communications Company
C/O Manager, Real Estate Services
120 7 Avenue SW, 4 floor
Calgary, AB T2P 0W4
Fax: (403) 262-8196

4. GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the laws of the Province in which the premises forming the subject of the Lease are located and the Federal laws of Canada applicable therein and the parties irrevocably attorn to the courts of such jurisdiction.

5. TIME IS OF THE ESSENCE

Time shall be of the essence of this agreement.

6. SEVERABILITY

If any provision of this agreement is invalid or unenforceable in any circumstance, the remainder of this agreement, and the application of such provision in any other circumstances, shall not be affected.

7. WAIVER

Failure by either party to insist upon the strict performance of any of the covenants, agreements, terms, provisions or conditions contained in this agreement or to exercise any election shall not be construed as a waiver or relinquishment of such covenant, agreement, term, provision or condition but the same shall continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.

8. ENUREMENT

All of the terms, agreements and conditions of this agreement shall extend to and be binding upon the parties and their respective successors and permitted assigns.

9. FACSIMILE and COUNTERPART EXECUTION

The parties agree that this agreement may be executed in counterpart and by facsimile and the parties agree to be bound by the counterpart and facsimile copies and such counterparts together shall constitute one and the same instrument notwithstanding their date of execution. For the purposes hereof, a facsimile copy of this agreement including the signature pages hereto, shall be deemed as an original.

It is understood that the Landlord shall not be responsible for the payment of any brokerage commissions or consulting fees of any nature, as they may relate to this transaction.

The parties hereby confirm that they have requested the present document be drafted in the English language. Les parties certifient qu'elles ont exigé que les présentes soient rédigées en anglais.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement by their duly authorized signatory (ies) in that behalf, all as of the day and year first above written.

**9143-7459 QUÉBEC INC. represented by
Société de Gestion Cogir s.e.n.c.
(Landlord)**

Per: 

GILBERT KILLEEN, VICE-PRESIDENT

Per: 

SERGE G. DUGUAY, PRESIDENT
TELUS COMMUNICATIONS COMPANY
(Tenant)

Per: 

SCHEDULE "1"

DEFINED TERMS

"Extended Term" means a period of five (5) years commencing on the first day of August 2007.

"Extended Term Basic Rent" means the sum of \$8,000.00 per annum payable in advance, annually on the first day of August of the Term.

"Original Lease" means that lease between the Landlord and the Tenant dated July 25, 2002 and includes any prior amendments thereto and renewals thereof.

"Premises" means a building located at **1751 Richardson Street, Montreal, Quebec.**