

Contract No. _____

Date: May 21, 2002

POINT OF PRESENCE LICENSE

WORLD EXCHANGE PLAZA, OTTAWA
45 O'CONNOR STREET / 111 ALBERT STREET / 100 QUEEN STREET

This AGREEMENT entered into between 3170497 CANADA INC. (the "Licensor") and TELUS COMMUNICATIONS INC. (the "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 Ottawa, in the Province of Ontario, which are municipally described as 45 O'Connor Street, 111 Albert Street and 100 Queen Street and legally described in detail in Schedule "B" (the "Lands");
- (b) There is erected on the Lands a group of buildings commonly known as World Exchange Plaza comprising TD Tower (Phase I), 111 Albert Street (Retail) and 100 Queen Street (Phase II) (collectively referred to as the "Buildings", and each individually a "Building");
- (c) The Licensee wishes access to that portion of the Owner's Building known as TD Tower (located at 45 O'Connor Street) containing approximately 100 square feet of rentable area cross-hatched on the attached Schedule "A" (the "Premises") for use by the Licensee for installation, maintenance and operation of the Licensee's communications systems in accordance with the terms of this License and the Licensee wishes to have non-exclusive access to other portions of the Lands and the Buildings to operate the Licensee's communications systems; and;
- (d) This agreement and the attached schedules (the "License") contains the terms and conditions upon which the Licensor shall permit access to the Premises by the Licensee for the use by the Licensee and grant to the Licensee non-exclusive access to portions of the Lands and the Buildings.

The parties acknowledge that the Premises shall form part of the space designated as P141 ("Unit P141") in the parking facility of TD Tower. The Licensor shall provide Unit P141 to the Licensee in an "as is, where is" basis, it being understood and agreed that all improvements to Unit P141 to suit the Premises for the Licensee's purposes shall be performed by and at the expense of the Licensee in accordance with approved Plans as set out in Section 7, below.

The Licensor shall have the right at any time in its reasonable discretion, upon not less than one hundred twenty (120) days notice, to require the Licensee to relocate, temporarily or otherwise, the Premises and the Equipment located therein to alternate premises (the "Relocated Premises") of sufficient area and with suitable conditions so as to permit the Licensee to continue to provide its communications services to the Buildings. Upon such relocation being effected, the Relocated Premises shall be deemed to be the Premises for the purpose of this License. The Licensor shall pay for all reasonable cost of moving the Licensee's equipment from the Premises to the Relocated Premises unless such relocation is part of a plan

to establish a central distribution system ("CDS") as further described in this License, in which case the Licensee shall pay for the relocation costs.

2. **TERM**

The term of the License shall be for ten (10) years, commencing **June 1, 2002** (the "Commencement Date") and expiring **May 31, 2012**, (the "Initial Term"), unless earlier terminated according to this License.

3. **LICENCE FEE**

The Licensee shall pay to the Licensor, for the licence of access to the Premises by the Licensee for use by the Licensee and for the non-exclusive access to portions of the Lands and the Building, an annual fee being the greater of the minimum amount of **Forty-Eight Hundred Dollars (\$4,800.00)** or, the aggregate of the following amounts:

- (a) A fee of Two Cents (\$0.02) per square foot of the gross rentable area of the Building (or group of Buildings, if the Licensee connects the Equipment within the Premises to more than one Building owned by the Licensor) in consideration of the licence of access to the portions of the Building and the Lands set out in Section 8(f) hereof; plus
- (b) If the Licensee directly serves from the Premises other buildings which are not owned by the Licensor, a fee of Five Hundred (\$500.00) Dollars, per additional building served per year, plus all applicable government taxes (collectively the "License Fee")

The License Fee shall be reviewed at the option of the Licensor at the conclusion of the second (2nd), fifth (5th) and seventh (7th) years of the Term, and if not consistent with then fair market rates payable for similar licenses in similar buildings in **Ottawa**, will be revised accordingly. If the parties, acting reasonably, are unable to agree upon the then fair market rate payable for similar licenses in similar buildings in **Ottawa**, the matter will be determined by a single arbitrator in accordance with the procedure set out in subsection 18(a) of this License. The Licensor shall be permitted to request that the Licensee test meter the Equipment's hydro consumption from time to time and provide the Licensor with the results. The Licensor may require the Licensee to separately meter such electrical consumption if the Licensor's estimate of the electrical consumption is higher per square foot per year than is estimated and paid by the other tenants in the Building. The Licensee will pay the reasonably determined or metered allocation of electricity charges applicable to the installation in the Building.

For the purposes of (b), above, the Licensor confirms that the gross rentable area of the Buildings is:

- (i) for **TD Tower (45 O'Connor Street)**, 362,344 square feet;
- (ii) for **111 Albert Street**, 62,100 square feet; and
- (iii) for **100 Queen Street**, 251,463 square feet.

4. **LICENSEE'S COVENANTS**

- (a) On the Commencement Date, the Licensee shall pay to the Licensor in advance the License Fee for the first year of the Initial Term. Thereafter, on each anniversary of the Commencement Date the Licensee shall pay to the Licensor the License Fee for the ensuing year of the Initial Term or Option Term, as the case may be. All License Fee payments shall be made payable to **3170497 Canada Inc. c/o Bentall Real Estate Services LP** at the following address: **World Exchange Plaza, 45 O'Connor Street, Suite 300, Ottawa, Ontario, K1P 1A4**.

- (b) The Licensee agrees to observe and perform all the covenants and obligations of the Licensee herein.

5. LICENSOR'S COVENANTS

- (a) Given that the parties recognize and understand the activities that take place in a shared (if applicable) telecommunications area, the Licensor covenants with the Licensee to take such actions as it reasonably can to provide for uninterrupted access to the Premises by the Licensee and nondisturbance of the Equipment by the Licensor and those over whom the Licensor can reasonably exercise control.
- (b) The Licensor shall maintain in good order and condition the Premises and the Buildings, including providing, if available, access to heat, hydro and cooling, to the extent required having regard to the Licensee's intended purpose therein. Any modifications shall be to the Licensee's account and under the approval process as described in Section 7 of this License.
- (c) ~~The Licensor agrees to negotiate in good faith with the Licensee and third parties, where requested by the Licensee, for rooftop access to TD Tower, if available and at market rates, and 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 Cable, Equipment and Trade Fixtures and to this end, provided that it is not considered confidential or private and that it is understood that this is not a Licensor cost, the Licensor will, without restricting the foregoing, execute all necessary authorizations to enable the Licensee to obtain building permits, site plan approvals, zoning and by-law amendments and to obtain the release of information with respect to the Premises, Buildings or Lands from any such authorities and to enable the Licensee to obtain any plans or drawings from the municipality or any architect or engineer. All costs related to the foregoing shall be borne by the Licensee.
- (e) The Licensor agrees to observe and perform all the covenants and obligations of the Licensor herein.

6. PERMISSION TO PERFORM WORK

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, to:

- (a) install fiber optic or copper cable ("Cable") and such equipment, apparatus, fixtures and attachments within the Premises ("Equipment") as may be necessary for the Licensee to operate its Communications System; and
- (b) install Cable and such equipment, apparatus, fixtures and attachment in or on the Buildings and in or on the Lands ("Trade Fixtures") as may be necessary for the Licensee to operate its Communications System, electric power and communications lines, in order for the Licensee to operate its communications system. All Cable installed shall be clearly coded as to its purpose at each end and all appropriate points throughout the Buildings.
- (c) No work shall be performed prior to approval as described in Section 7.
- (d) All work shall be performed strictly in accordance with the Plans approved by the Licensor, and will comply with all applicable permits, licenses, bylaws or like requirements of municipal, provincial, federal or other applicable authorities. The Licensee shall, in performing the work, be responsible for and pay all reasonable costs related to clean-up of the Buildings and the Premises and reasonable

~

security during the construction process. In addition, the Licensee shall provide the Licensor with proof of applicable insurance as required by Section 12 hereof prior to commencing such work.

7. **APPROVAL PROCESS**

The Licensee will submit to the Licensor, for approval by the Licensor, detailed plans of location and installations (the "Plans") of the matters contemplated in Section 6 and provide details on the anticipated contractors and their union affiliation. The Licensor will notify the Licensee within seven (7) business days, or as reasonably negotiated between the parties, whether the Plans have been approved. The approval by the Licensor shall not be unreasonably withheld, delayed or conditioned, however, it is hereby understood that the Licensor may withhold approval when the proposed installation is, in the opinion of the Licensor, unsightly, excessive relative to a fair allocation of space and resources among competing service providers and/or the business conducted by the Licensee, or likely to interfere with the operations of the Buildings or tenants thereof.

8. **USE BY LICENSEE AND GRANT OF ACCESS**

The Licensor shall permit the Licensee, its employees, contractors and agents, at the Licensee's sole expense and in accordance with CRTC regulations, to:

- (a) use the Premises for the purposes of providing systems for the provision of voice, data and other intelligence transmission services ("Communications Services") to tenants and other occupants of the Buildings;
- (b) provide Communications Services to tenants and other occupants of the Buildings;
- (c) connect the Equipment to other equipment in the Buildings provided the equipment is either owned by the Licensee or appropriate permission has been granted by the owner;
- (d) 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) 441-2625**. If the Licensee becomes aware of an emergency situation it shall notify the Licensor of same at **(613) 230-3002 or (613) 567-1110 (after hours)**. The Licensee shall file a report with the Licensor detailing the emergency and its remedy in a timely manner;
- (e) **supervised access to** the Premises 24 hours per day, 365 days per year, subject to the Licensor's reasonable security requirements (to that end Licensee may 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
- (f) access portions of the Buildings and the Lands, including, but not limited to, existing risers, cables, chases, pedways, raceways and above-ceiling common areas, as well as the existing conduits and building entrance link providing access from the property line of the Lands to the Premises, as may be necessary to enable the Licensee to install, use and maintain the Cable, Equipment, Trade Fixtures, interior or exterior grounding, electric power and communications lines, in order for the Licensee to operate its communications system. The Licensee shall be subject to the same rules and procedures governing work in the Buildings as the Licensor imposes on contractors working on or about the Buildings.

The Licensee acknowledges and agrees that access to the existing risers, chases, pedways, raceways and above-ceiling common areas shall be on an "as is, where is" basis and that the Licensor makes no representation or warranty as to the suitability of such areas for the Licensee's intended use. The Licensee

shall be solely responsible for determining the suitability of such areas for the Licensee's intended use and for performing, at its own cost and expense, any modifications to such areas to suit the Licensee's purposes hereunder, in compliance with Sections 6 and 7 hereof.

9. EQUIPMENT AND TRADE FIXTURES

- (a) The Licensee will maintain the Cable, Equipment and Trade Fixtures in proper condition and will promptly repair any damage.
- (b) Subject to the following provisions of this Section 9, all installations in the Building(s), excluding the Equipment and Cable, will remain the property of the Licensor at the expiry or earlier termination of this Agreement. In addition, the Licensor shall have the option of requiring the Cable to be left in place at the expiry or earlier termination of this Agreement, provided the Licensor so notifies the Licensee by written notice at least thirty (30) days prior to the expiration of this Agreement or within thirty (30) days of termination of this Agreement where this Agreement is terminated by either party. The Equipment and Trade Fixtures may be removed by the Licensee at the expiry or earlier termination of this Agreement, and shall be removed if the Licensor so notifies the Licensee in writing.
- (c) Save to the extent the Licensee is permitted or required to leave installations, Equipment, Cable and/or Trade Fixtures in place at the expiry or earlier termination of this Agreement, the Licensee shall at its own cost and expense remove all installations, Equipment, Cable and Trade Fixtures from the Premises at the expiration or earlier termination of this Agreement, and shall make good any damage caused to the Premises or the Buildings as a result of the installation or removal thereof.
- (d) If the CRTC rules, at any time, that the wire and Cable outside of the Premises shall be deemed to be the property of the Licensor, the Licensee and the Licensor agree that this Agreement shall be modified to reflect such ruling, but no such modification shall affect the obligations of the Licensee under Section 9(d) above.

10. DEFAULT BY LICENSEE

- (a) The Licensor and the Licensee agree that in the event that the Licensee fails to perform its obligations as set out in this License, the Licensor shall notify the Licensee of the default.
- (b) The Licensee will have thirty (30) calendar days or a mutually agreed to period from receipt of the notice provided in Section 10(a), to remedy the default. If the Licensee does not remedy the default within such time frame, the Licensor may immediately terminate this License and notify the Licensee of the termination.
- (c) The Licensee confirms and agrees that a default under any other agreement between the Licensor and the Licensee shall be deemed to be a default by the Licensee under this License entitling the Licensor to give notice of such default hereunder. Further, in the event that such default under such other agreement is not remedied within the time period set out in such other agreement, the Licensor shall have the right to immediately terminate this License and notify the Licensee of the termination.

11. INDEMNIFICATION

- (a) The Licensee shall indemnify and hold the Licensor and legal owners of the Buildings and their officers, directors and employees (collectively the "Indemnified Parties") harmless from and against any claims, losses, costs, damages, expenses and legal fees on a solicitor and own client basis from:

- (i) the construction, installation, operation, maintenance, repair and removal of the Licensee's Equipment;
- (ii) the Licensee's use of and access to the Buildings as provided in this Agreement

including any claims or demands made by customers of the Licensee or users of the Licensee's Equipment in the Buildings, howsoever arising, unless arising out of the grossly negligent or deliberate and wilful act or omission of the Indemnified Parties, and provided that the maximum amount of the Licensee's liability under such indemnity shall be limited to a maximum amount of Ten Million (\$10,000,000.00) Dollars.

- (b) The Licensee shall indemnify and hold the Indemnified Parties harmless from and against claims, losses, costs, damages and expenses for liability resulting from bodily injury or property damage and any resultant economic and consequential loss, only made by the Licensee or customers of the Licensee or users of the Licensee's Equipment, which are a direct result of the acts, omissions or negligence of any of the Indemnified Parties to the maximum amount of Ten Million (\$10,000,000.00) Dollars.
- (c) Notwithstanding anything contained in this Agreement, in no event is the Licensee required to indemnify and hold harmless the Indemnified Parties, or any other person or entity from and against any claims, losses, costs, damages and expenses and legal fees on a solicitor and own client basis arising directly or indirectly from any act, omission or negligence of any third party riser manager.
- (d) The provisions of paragraph 11 shall survive termination or the expiration of this Agreement for the applicable statutory periods regarding limitation of actions or claims.
- (e) The Licensee further acknowledges and agrees that any and all contracts and agreements entered into between the Licensee and tenants or occupants of the Buildings are and shall be deemed to be entirely independent, separate and distinct from this License, and save as provided below the Licensee shall indemnify and hold harmless the Indemnified Parties from and against any and all claims, demands, liabilities and causes of action of any kind or nature (collectively "Claims") which may be made or brought against the Indemnified Parties or any of them by any tenant or occupant of the Buildings with whom the Licensee has contracted and which arise out of the subject matter of such contract or the services to be provided thereunder, provided however such indemnity shall not apply where the Claims arise out of or result from the grossly negligent or deliberate and wilful act or omission of one or more of the Indemnified Parties, or to any portion of the Claims in excess of \$10,000,000 where the Claims arise out of or result from the negligent act or omission of the Indemnified Parties.

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 an insurer acceptable to the Licensor insuring the Licensee and, as additional insureds, the Licensor, the legal owners of the Buildings, any property manager or any lender that holds security on the Buildings that the Licensor may reasonably designate by written notice, only in respect of matters related to the operations of the Licensee in the Buildings, with a combined single limit of Ten Million Dollars (\$10,000,000.00) for injury or death or property damage including damage to the Buildings and any property of Licensor in the Buildings, the legal owners of the Buildings, or injury or death of Licensor's or legal owners' employees, or any injury or loss suffered by any of the customers of the Licensee and their employees in the Buildings. The Licensee's liability insurance will contain owners' and contractors' protective coverage, contingent employer's liability insurance, a cross liability and severability of interests clause, will be written on an occurrence basis, and will provide protection against economic and consequential loss.

~

- (b) The Licensee will also maintain an automobile liability insurance policy.
- (c) The Licensee shall maintain all risk property insurance on the Licensee's Equipment in sufficient amounts to cover any loss thereof, with waiver of subrogation against the Licensor.
- (d) The Licensee's insurance shall contain provisions providing that such insurance shall be primary insurance insofar as the Licensor, the legal owners and the Licensee are concerned, with any other insurance maintained by the Licensor and legal owners of the Buildings, being excess and non-contributing with the insurance of the Licensee required hereunder and providing coverage for the contractual liability of the Licensee to indemnify the Licensor pursuant to Paragraphs 11(a) and (b) below. The Licensee shall obtain the agreement of the Licensee's insurers to provide proof of such insurance to the Licensor prior to commencement of any construction and to notify the Licensor, in writing, that a policy is cancelled or materially changed at least 30 days prior to such cancellation or material change.
- (e) Notwithstanding anything contained herein, in the event that any loss or damage is not fully covered by such insurance because of the existence of deductible provisions or because the amount of the loss or damage exceeds the policy limit, then unless the loss or damage is caused by the grossly negligent or deliberate and wilful act or omission of the Licensor or those for whom the Licensor is in law responsible, the Licensor shall not be liable for and the Licensee shall release the Licensor from and against all claims for the portion of the amount of loss or damage which is not so covered.
- (f) The Licensee shall not do, permit to be done, or omit to do anything upon the Premises that shall cause or have the effect of causing the cost of the Licensor's insurance of the property or any part of the property to be increased. If the Licensor's insurance rate is thereby increased, the Licensee shall forthwith pay to the Licensor the amount of the increased premium. Without limiting the generality of the foregoing, the Licensee shall not store or permit to be stored upon or in the Premises anything of a dangerous, flammable or explosive nature nor anything that would have the effect of increasing the Licensor's insurance costs or of leading to the cancellation of insurance. It is agreed that if any insurance policy of the Licensor upon the Premises or the Buildings be cancelled by the insurer(s) by reason of the use and occupation of the Premises by the Licensee or by any assignee, subtenant, concessionaire or licensee of the Licensee or by anyone permitted by the Licensee to be upon the Premises, the Licensor may at its option terminate this Agreement by written notice to the Licensee, whereupon this Agreement shall forthwith terminate (notwithstanding Section 10 hereof) and the provisions of Section 9 shall apply.

13. CASUALTY DAMAGE; LICENSEE'S TERMINATION OPTION

In the event of any fire, casualty, physical calamity or physical damage to the Buildings, which makes it impossible for the Licensee to carry out the purposes of its installation, maintenance, and operation in the Buildings, or if the Building becomes unfit or undesirable 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 either (a) elects not to attempt to cure or remedy such a problem, or (b) fails to provide an adequate remedy within such one hundred and eighty (180) day period, or any such period deemed reasonable under the circumstances, the Licensee may terminate this Agreement upon ninety (90) days prior written notice to the Licensor, in which event, the Licensee shall remove the Licensee's Equipment from the Buildings and neither party shall have any further liability hereunder, except as provided in Paragraph 10. The Licensee shall have no obligation to pay fees during any period for which it is unable to provide Communication Services to its customers if the Buildings is rendered unfit for the Licensee's use due to fire, casualty, physical calamity or physical damage to the Buildings, and the Licensor has elected not to cure such physical calamity or damage.

14. ASSIGNMENT

- (a) The Licensor may sell, convey, assign, pledge or otherwise deal with the Buildings, subject only to the rights of the Licensee pursuant to this License, without the consent of the Licensee.
- (b) Whether or not the Buildings are affected, the Licensor may sell, convey, assign, pledge or otherwise deal with its rights under this License, without the consent of the Licensee, provided the rights of the Licensee pursuant to this License are unaffected. For greater certainty, the Licensor shall have the right, without the consent of the Licensee, to sell, assign or convey its rights and responsibilities under this License to a third party, who will hold the overall rights to the risers, chases, pedways, raceways, above-ceiling common areas and POP site rooms within the Building, whereupon this License shall in effect become a SubLicense granted by such third party.
- (c) The Licensee may assign this License with the consent of the Licensor, which shall not be unreasonably withheld, delayed or conditioned.
- (d) 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, but with notice to the Licensor.
- (e) A change of control of the Licensee is considered an assignment for the purposes of this License and approval shall not be unreasonably withheld.
- (f) The Licensee shall remain liable for the performance of the obligations in the event that an assignment takes place. No assignment shall be effective unless the assignee enters into an agreement with the Licensor to observe and perform the obligations of the Licensee hereunder.

15. INTERFERENCE

- (a) If the operation of the Cable or Equipment is causing interference to the electronic equipment of the Licensor or tenants of the Buildings, then the Licensor will immediately notify the Licensee, and, notwithstanding Section 10, the Licensee will immediately act to rectify the situation. If the situation is incapable of being remedied or is not, in fact, remedied within a reasonable period of time (not to exceed ten (10) business days), the Licensor may at its option request the Licensee to cease operation of that portion of its Communications System causing the interference until a remedy is found.
- (b) The Licensor agrees to immediately notify the Licensee at (403) 441-2625 if at any time the Licensor becomes aware of any occurrence or event which results in, or could reasonably be expected to result in, interference with the operation of the Licensee's communications systems, the Cable, Equipment or Trade Fixtures. And, for greater clarity, in instances of scheduled power outages, the Licensor will provide the Licensee with timely notice (as it would for any other tenant in the Building) of such scheduled power outages. To this end, the Licensee requests that it be placed on any mailing and/or telephone notification lists.
- (c) If the interference referred to in Section 15(b) is the result of the wilful act or negligence of the Licensor, its employees, contractors or agents, then, notwithstanding Section 10 and if the actions are not necessary for the proper operation of the Buildings assuming the Licensor is acting reasonably, the Licensor will immediately act to rectify the situation.

16. 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 **Ottawa**, the Province of **Ontario**. 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 16(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.
- (c) Where the Licensor incurs any reasonable cost, expense or fees arising out of a CRTC decision in connection with this License, the Licensor shall be entitled to recover such reasonable costs from the Licensee.

17. NOTICE

Except in the instance of an emergency or power outage as described in Sections 8(d) and 15(b), 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:

Address: **3170497 Canada Inc.**
c/o Bentall Real Estate Services LP
World Exchange Plaza, 45 O'Connor Street, Suite 300, Ottawa, Ontario K1P 1A4
 Attention: **Vice President - Ottawa**
 Telephone: **(613) 842-9696**
 Facsimile: **(613) 563-3217**

with a copy to:

Address: **3170497 Canada Inc.**
c/o Bentall Real Estate Services LP
10 Carlson Court, Suite 500, Etobicoke, Ontario M9W 6L2
 Attention: **Vice President – Property Management**
 Telephone: **(416) 674-7707**
 Facsimile: **(416) 674-7738**

and to the Licensee at the following address:

Address: ~~Telus Communications Inc.~~
~~12040 – 107th Street, Edmonton, Alberta T5G 2S7~~
 Attention: ~~Building Access Manager~~
 Telephone: ~~(403) 441-2625~~
 Facsimile: ~~(403) 441-7205~~

*(See attached letter)
 dated July 15, 2002*

18. OPTION TO EXTEND

The Licensee has the option to extend the License for an additional two (2) terms of five (5) years each (the "Option Term(s)"), 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 Initial Term. For the Option Term(s), the License Fee shall be consistent with the then market rate charged to similar communications systems providers in similar sized Building in the vicinity of the Building and in accordance with the foregoing guidelines or failing agreement, by a single arbitrator appointed under provincial arbitration legislation, provided however that in no event will the annual License Fee payable during any Option Term be less than that which was payable during the twelve (12) months immediately preceding the commencement of such Option Term. All costs of arbitration will be paid by the Licensee, regardless of the outcome.
- (b) The Licensee shall notify the Licensor of the Licensee's intention to exercise the Licensee's option to extend this License no less than six (6) months prior to the expiry of the current term. Where the parties are unable to agree on the License Fee payable during an Option Term prior to the expiration of the Term or an Option Term, as the case may be, the matter in dispute shall be determined by alternate dispute resolution or by a single arbitrator appointed under provincial arbitration legislation.

19. **FORCE MAJEURE**

Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, *force majeure* shall mean any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be a force majeure.

20. **SCHEDULES**

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

| | |
|--------------|----------------------|
| Schedule "A" | Plan of Premises |
| Schedule "B" | Description of Lands |

21. **GENERAL**

- (a) Time is of the essence of this License.
- (b) 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.
- (c) 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.
- (d) This License shall be governed by and construed under the laws of the Province of **Ontario**. The parties hereby attorn to the jurisdiction of the **Ontario** courts.


- (e) 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 tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.

22. 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 Buildings. 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 connection to the CDS, whether by cable-pair, fiber optic link or otherwise ("CDS Fee"), and (b) that such CDS Fees shall be non-discriminatory among competitive service providers for connection to the CDS, ordered for similar terms and in similar quantities and (c) the CDS shall be operated at standards that are of a quality equal to the existing system utilized by the Licensee. 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, at the request of either party, the parties 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 Buildings are located, in any event, such person shall be experienced in such matters. Notwithstanding the foregoing, the Licensor agrees that, in the event the Licensee is required by the Licensor to leave any Cable, Equipment or Trade Fixtures in place so as to be utilized by the CDS, and provided that the Licensee would have been entitled to remove such Cable, Equipment or Trade Fixtures at the expiry or earlier termination of this Agreement, the Licensor will reimburse the Licensee for the then fair market value of such Cable, Equipment and Trade Fixtures, as agree by the parties acting reasonably, or failing agreement, as determined by a sole arbitrator in the manner set out above.

IN WITNESS WHEREOF the parties hereto have executed this License.

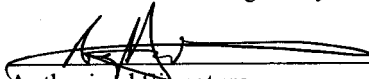
LICENSOR:

NADA INC.


Authorized Signature

JACOB SILBERBERG
VICE PRESIDENT

Name and Title of Signatory


 Authorized Signature

ROGER S. ANDREWS
VICE PRESIDENT

Name and Title of Signatory

June 27, 2002
 Date

LICENSEE

TELUS COMMUNICATIONS INC


 Authorized Signature **ROBERT BEATTY**

AVP BILLING ACCESS
Name and Title of Signatory

Authorized Signature

Name and Title of Signatory

May 23, 2002
 Date

SCHEDULE "B"

DESCRIPTION OF BUILDINGS AND LANDS

The whole of Lots Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20) and Twenty-One (21) on the south side of Queen Street, and the whole of Lots Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20) and Twenty-One (21) on the north side of Albert Street, all numbering eastwards, according to a Plan registered in the Registry Office for the Registry Division of Ottawa (No. 5) as Number 3922, the said parcels being shown designed as Part One (1) on the Plan of Reference deposited in the said Registry Office as Number 4R-1503, City of Ottawa, Regional Municipality of Ottawa-Carleton.

~