

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS Agreement made this 11 day of July, 2002

BETWEEN:

O & Y Enterprise
In Trust For Peace Hills General Insurance Company
(the "Licensor")

-and-

TELUS COMMUNICATIONS INC., a corporation
incorporated under the laws of Canada

(the "Licensee")

WHEREAS:

The Licensor is the registered owner of those lands ("Lands") situated in the City of Edmonton, in the Province of Alberta, located at 10709 Jasper Avenue, Edmonton, and it has erected on the Lands a building (the "Building");

WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **TERM**

The term ("Term") shall commence November 1, 2001, and continue on a month to month basis until cancelled by either party with a 30 day notice.

2. **RENT**

The Licensee shall pay to the Licensor a monthly rent of \$300.00, plus G.S.T. The Licensee shall be responsible for all taxes, rates, duties, levies, assessments and license fees levied with respect to the business of the Licensee.

3. **GRANT**

The Licensor grants the following rights to the Licensee and the Licensee shall be entitled to use the Building as follows:

- (a) install fibre optic cable (which may include copper wire) and such equipment, apparatus, fixtures and attachments (the "Equipment") as may be necessary for its operations;

- (b) have access to the Building during normal business hours, subject to security procedures as reasonably required by the Licensor. From time to time, in situations of emergency, for repair to the Equipment, the Licensee will have access to the Building outside normal business hours, through security procedures as reasonably determined by the Licensor.
- (c) provide telecommunication services to tenants of the Building;
- (d) connect the Equipment to tenants of the Building, subject to the Licensor's prior approval as to the location of installations, such approval not to be unreasonably withheld.
- (e) a limited, non-exclusive right to access and use the Building
 - (i) install, connect, test, operate, maintain, repair, disconnect, replace and remove the Licensee's Equipment and entrance cable;

use the entrance duct, the main terminal room, the Building including pedways, risers, pathways, conduits, above-ceiling common areas, common areas, driveways, walkways, entrances, exits and hallways;
 - (iii) connect the entrance cable to the Equipment and to the main terminal room;

connect the Equipment to the in-building wire and to other equipment in the Building including the electric power distributing system within the Building;

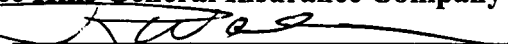
4. LIABILITY & INSURANCE

The Licensee will hold the Licensor, its employees, agents, tenants and contractors, harmless in respect of:

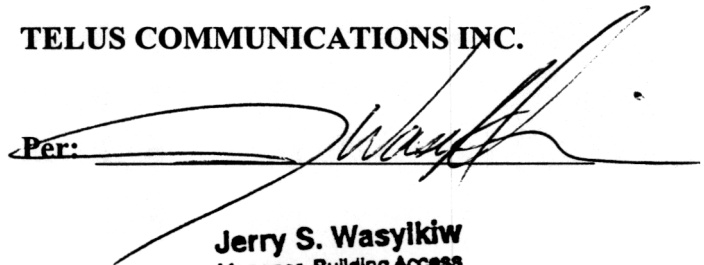
- (a) all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work or any act or omission of the Licensee or any assignee, sub-tenant, agent, employee, contractor, invitee or licensee of the Licensee, and in respect of all costs, expenses and liabilities incurred by the Licensor in connection with or arising out of all such claims, including the expenses of any action or proceeding pertaining thereto.

The Licensee to provide not less than Five Million (\$5,000,000) Dollars in comprehensive general liability insurance, naming the Licensor as the additional insured.

IN WITNESS WHEREOF the Licensor and the Licensee have executed this Agreement as of the date first above written.

**O&Y Enterprise
In Trust For
Peace Hills General Insurance Company**
Per: 

TELUS COMMUNICATIONS INC.

Per: 
Jerry S. Wasylkiw
Manager, Building Access
Western Canada