

THIS AGREEMENT made as of the 14th day of May, 2007

BETWEEN:

**2946-8980 QUEBEC INC.**  
(hereinafter called the "Landlord")

- and -

**TELUS COMMUNICATIONS COMPANY**  
(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 Agreement unless otherwise defined in this agreement.
- B. The Landlord is the successor of the Landlord named in the Original Agreement dated 18 November 2004.
- C. The parties have now agreed to amend the Original Agreement as hereinafter provided.
- D. The Original Agreement 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 Agreement 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 yearly on the first day of November during the Extended Term the Extended Term Basic Rent as is defined in "Schedule 1" in the manner provided in the Original Agreement.

2. RATIFICATION OF ORIGINAL AGREEMENT

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

3. NOTICES

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

To the Landlord: 2946-8980 Quebec Inc.,  
C/O Lorne Mayers  
1002 Sherbrooke St. West, Suite 2625  
Montréal, QC H3A 3L6  
Fax : (514) 845-0433

To the Tenant : TELUS Communications Company  
C/O Manager, Real Estate Services  
120 7 Avenue S W, 4 floor  
Calgary, AB T2P 0W4  
Fax: (413) 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 understand 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.

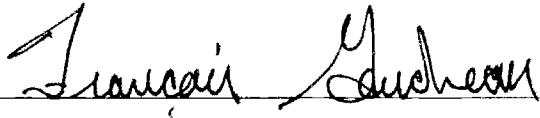
A handwritten signature in black ink, appearing to be the initials 'JG' or similar, located in the bottom right corner of the page.

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.

**2946-8980 QUEBEC INC.**

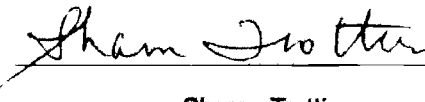
**(Landlord)**

Per: 

Per: \_\_\_\_\_

**TELUS COMMUNICATIONS COMPANY**

**(Tenant)**

Per: 

Sharon Trotter  
Real Estate Specialist

**SCHEDULE "1"**

**DEFINED TERMS**

**"Extended Term"** means a period of five (5) years commencing on November 1<sup>st</sup>, 2006.

**"Extended Term Basic Rent"** means the sum of \$2,375.00 per annum for the period from November 1<sup>st</sup>, 2006 to October 31<sup>st</sup>, 2007 and the sum of \$2,650.00 per annum for the period from November 1<sup>st</sup>, 2007 to October 31<sup>st</sup>, 2011 payable in advance yearly on the first day of November.

**"Original Agreement"** means that agreement between the Landlord and the Tenant dated November 18, 2004 and includes any prior amendments thereto and renewals thereof.

**"Premises"** means a building located at 5160 Boulevard Décarie, Montréal.