

630 Rene-Levesque Management Inc.

1555 Peel Street
Suite 700
Montreal, Quebec
H3A 3L8

Telephone: (514) 940-1555

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March 13, 2007

TELUS Communications Company

90 Gough Road
Markham, Ontario L3R 5V5

Attn: Mr. Richard D. Johnson

Subject:	Lease Amendment No. 2 between 630 Rene-Levesque West Property Co. (the "Landlord") and Telus Communications Company (the "Tenant") for premises located at 630 Rene-Levesque, Montreal, Quebec (the "Office Building")
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Mr. Johnson:

Please find enclosed one (1) original Amendment No.2 for your premises at 630 René-Lévesque, Quebec duly signed by all parties.

Sincerely,

630 Rene-Levesque Management Inc.
for 630 Rene-Levesque West Property Co.


Lee-Anne McArthur
Tenant Services

Encl.

**LEASE AMENDMENT AGREEMENT NO. 2 ENTERED INTO IN MONTRÉAL,
PROVINCE OF QUÉBEC AND DATED FOR REFERENCE AS OF APRIL 1, 2007.**

BETWEEN: **630 Rene Levesque West Property Co.** (successor to Oxford Property Group Inc., a corporation duly incorporated under the *Canada Business Corporations Act*, having its head office in Montreal, province of Québec, acting and represented by Peter Coughlin, duly authorized for the purposes hereof as he so declares;

(the "**Lessor**")

AND: **TELUS COMMUNICATIONS COMPANY** (successor in title to TELUS Communications (Quebec) Inc.), a corporation duly incorporated under the laws of Canada, having its head office at 3777 Kingsway, Burnaby, province of British Columbia, V5H 3Z7;

(the "**Lessee**")

WHEREAS Oxford Property Group represented by OPGI GP Inc., its mandatory entered into an Agreement of Lease dated the thirty-first (31st) day of March 2003 (the "**Original Lease**") whereby Oxford Property Group leased to the Lessee certain premises containing a gross Rentable Area of approximately one hundred thirty one square feet (131) (the "**Premises**") located in the third (3rd) basement of the building known as 630 Rene-Levesque Blvd. West, in Montréal, Province of Québec (the "**Building**") for a term ending on the thirty-first (31st) day of March 2007.

WHEREAS the Lessor and Lessee wish to renew the Lease.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. PREAMBLE AND CAPITALIZED TERMS

The above preamble is deemed to form part of this Agreement as if recited at length herein and all capitalized terms used in this Agreement shall have the same meaning as the one respectively ascribed to them in the Lease unless otherwise defined herein.

2. RENEWAL TERM

The renewal term of the lease shall be a period of ten (10) years, commencing on the first (1st) day of April 2007 (the "**Commencement Date**") and terminating on the thirty-first (31st) day of March 2017 (the "**Renewal Term**").

3. ANNUAL BASIC FEES

The Lessee shall pay to the Lessor, as Annual Base Fees for the Premises, the amount of:

- (i) twenty six dollars and fifty cents (\$26.50) per annum per square foot of the Premises for the period commencing April 1, 2007 and terminating March 31, 2012;
- (ii) an amount equal to twenty six dollars and fifty cents (\$26.50), plus the cumulative increase in the Canadian Consumer Price Index for the period April 1, 2007 to March 31, 2012, per annum, per square foot of the Premises for the period commencing April 1, 2012 and terminating March 31, 2017.

4. FEES

The following Fees as defined in Exhibit "2", Building Schedule, of the Lease (the "Original Lease") entered into the thirty-first (31st) day of March 2003, shall not be applicable;

- i) Application Fees
- ii) Processing Fees
- iii) Entrance Conduit (fees)
- iv) Service Conduits (fees)
- v) Riser (fees)

5. ACCEPTANCE OF PREMISES

The Lessee accepts the Premises in their "AS IS" condition, the Lessor is not obliged to effect any work therein.

6. LEASE

The parties confirm that the Original Lease as modified by the provisions of this Agreement shall continue to apply. Except as otherwise provided for under this Agreement, the Lease will continue to be in full force and effect and will continue to bind the parties.

7. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to its subject matter. No subsequent amendment to this document shall be binding upon the parties unless made in writing and signed by each of them. If any provision of this document is declared invalid by a competent tribunal, the remainder shall not be affected thereby.

8. LANGUAGE

The parties to this agreement have requested that this document be drawn up in English. *Les parties ont exigé que ce document soit rédigé en anglais.*

9. ACCEPTANCE

This Agreement is open for written acceptance until 4:59 pm on the ____ day of _____, after which time, if not accepted, this Agreement shall be null and void and of no further effect and neither party shall have any claim against the other with respect therefore. This Agreement may be accepted by signing and returning one duplicate copy or facsimile of this Agreement.

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IN WITNESS WHEREOF the Landlord has executed this Agreement on the 13th day of March, 2007.

630 Rene-Levesque West Property Co.
(the "Lessor")


Per:


Mr. Peter F. Coughlin

IN WITNESS WHEREOF the Tenant has executed this Agreement on the 8th day of March, 2007.

TELUS COMMUNICATIONS COMPANY
(the "Lessee")

Per:


ROBERT TOGNATTI
ANP, BUILDING ACCESS