

AMENDMENT NO. 1 ENTERED INTO AT THE CITY OF MONTREAL, PROVINCE OF QUEBEC, EFFECTIVE THE 1ST DAY OF APRIL 2007.

BETWEEN : CREDIT SUISSE REAL ESTATE FUND INTERNATIONAL (CANADA) LEASEHOLDS INC., a company duly incorporated according to law herein acting and represented by its manager, CANDEREL MANAGEMENT INC., a company duly incorporated according to law and herein represented by Daniel Peritz, duly authorized

(hereinafter referred as the "Owner")

AND : TELUS COMMUNICATIONS INC., a legal person, duly incorporated according to laws of Alberta, hereinafter acting and represented by SHARON TROTTIER, its duly authorized as he so declares

(hereinafter referred as the "Telus")

WHEREAS pursuant to a leasing agreement for telecommunication services executed March 8, 2004 (the "Agreement") between KingStreet Real Estate Growth L.P. NO 01 (the "Prior Owner") and Telus Communications (Quebec) Inc. ("TELUS Quebec"), Telus leases certain space comprising an area measuring approximately one hundred (100) square feet (the "POP") located in the building bearing civic number 1010 De La Gauchetière Street West, Montreal, Quebec ("Building") with the right to install and maintain appurtenances used to supply telecommunications services from its POP to the tenants and occupants of the Building, for a term expiring March 31, 2007 with two (2) options to renew the Agreement for a period of five (5) years each, the whole in accordance with and subject to the conditions set forth in the Agreement;

WHEREAS the Owner is the assignee of all of the rights, title and interest of the Prior Owner and any successors thereof in and to the Agreement and the Building;



WHEREAS Telus is the assignee of all of the rights, title and interest of the TELUS Quebec and any successors thereof in and to the Agreement; and

WHEREAS Telus wishes to extend the duration of the Agreement for a period of five (5) years, the whole in accordance with the terms and conditions set forth in this Amendment.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

**ARTICLE 1
PREAMBLE**

1.1 The preamble hereto is true and correct and shall form an integral part of the present Amendment.

Initials	
Owner	Telus
	

LEGAL
APPROVED



- 1.2 All terms and expressions in this Amendment with the first letter in upper case have the meaning attributed thereto in the Agreement unless the contrary is herein provided or the context dictates otherwise.

ARTICLE 2
EXTENSION OF DURATION

- 2.1 The duration of the Agreement is hereby extended for a period of five (5) years commencing April 1, 2007 and terminating March 31, 2012 (the "Extended Duration") on the same terms and conditions as the existing Agreement, subject to the provisions hereinafter set forth.
- 2.2 Throughout the Extended Duration, Telus shall pay a gross annual rent for the POP of Five Thousand Dollars (\$5,000) per annum, plus G.S.T. and P.S.T., payable in advance annually on the first day of April.
- 2.3 Throughout the Extended Duration, Telus shall pay all other amounts payable under the Agreement including, without limitation, the cost for its power usage and any other charges, outlays and expenses payable by Telus pursuant to the Agreement.

For clarification, Telus' power usage is currently estimated at Sixteen ~~Thousand~~ ^{hundred} Dollars (\$1,600.00) (plus GST and QST) per annum, which power usage is subject to annual adjustments upon check meter data and pricing, and Section 5.1.2 of the Agreement is amended accordingly to reflect the above.

- 2.4 Telus accepts the POP "as is", "where is" in its current state and condition.

ARTICLE 3
AGREEMENT AMENDMENTS



- 3.1 All the terms of the Agreement, except to the extent modified by these presents, shall continue to apply *mutatis mutandis* during the Extended Duration save and except that:

- a) All notices and papers required to be delivered to Telus pursuant to this Amendment or to the Agreement shall be at:

~~9 Jules A. Brillant~~ 120 - 7th AVENUE SW
~~Rimouski (Quebec)~~ 4th FLOOR
~~G5L 7E4~~ CALGARY, ALBERTA T2P 0W4
FAX: (403) 262-8196

- b) All notices and papers required to be delivered to the Owner pursuant to this Amendment or to the Agreement shall be at:

2000 Peel, Suite 900
Montreal (Quebec)
H3A 2W5

Initials	
Owner	Telus
	

- 3.2 For clarification, Telus acknowledges that it has one (1) remaining option to renew the Agreement for a period of five (5) years (the "Option to Renew") pursuant to Section 4.2 of the Agreement and in the event Telus does not exercise its Option to Renew in the manner and within the prescribed delay indicated in the Agreement, the Option to Renew will be null and void and of no further effect, in which case the duration of the Agreement will expire on March 31, 2012.

**ARTICLE 4
OTHER PROVISIONS**

- 4.1 Telus represents and warrants that no broker, agent or other intermediary introduced the parties or negotiated or was instrumental in negotiating or consummating this Amendment. Telus shall pay for and indemnify and hold harmless the Owner from any and all other fees, costs or commissions of any other party claiming to represent it in connection with this.
- 4.2 The parties have requested that this Amendment be prepared in the English language. *Les parties ont demandé que la présente convention soit rédigée en anglais.*

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THESE PRESENTS

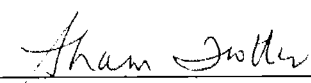
**CREDIT SUISSE REAL ESTATE FUND
INTERNATIONAL (CANADA) LEASEHOLDS
INC., represented by CANDEREL
MANAGEMENT INC.**

(Owner)

Per:  _____

TELUS COMMUNICATIONS INC.

(Telus)

Per:  _____
July 22, 2008

Per: _____