

16/6

THIS AGREEMENT made as of the 13th day of November, 2006

BETWEEN:

ADMINISTRATION ONZE TRENTE SHERBROOKE INC.
(hereinafter called the "Landlord")

- and -

TELUS COMMUNICATIONS INC.
(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 Lease unless otherwise defined in this agreement.
- B. The Landlord leased to the Tenant the premises located on the SL level of 1130 Sherbrooke Street West, Montreal, Quebec as more fully described in the Original Lease dated November 1, 2001 upon the terms and conditions set forth therein.
- C. The parties have now agreed to amend the Original Lease as hereinafter provided.
- D. The Original Lease 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 Lease is amended as follows:

- (a) The Term is hereby extended for the Extended Term;

- (b) The Tenant shall pay to the Landlord in advance on the first day of each month during the Extended Term the Extended Term Basic Rent in the manner provided in the Original Lease.

2. RATIFICATION OF ORIGINAL LEASE

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

3. NOTICES

Any notices herein provided or permitted to be given under this agreement shall be addressed as set forth in the Original Lease and shall properly be given if delivered or given as set forth therein. In the case of the Tenant, all documentation shall be sent to:

TELUS Communications Inc.

Real Estate Services

4th Floor, 120 – 7 Avenue SW

Calgary, AB T2P 0W4

Fax: (403) 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.

10. LANGUAGE

The parties agree that this agreement be drawn in English. Les parties ont accepte que cette entente soit redigee en Anglais.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement by their duly authorized officer(s) in that behalf, all as of the day and year first above written.

ADMINISTRATION ONZE TRENTE
SHERBROOKE INC
(Landlord)

Per: _____

Per: J. KAPCAUER

TELUS COMMUNICATIONS INC.
(Tenant)

Per: Sharon Trotter

Sharon Trotter
Real Estate Specialist



SCHEDULE "1"

DEFINED TERMS

"Extended Term" means a period of Five (5) years commencing on the first day of November, 2006.

"Extended Term Basic Rent" means the sum of \$5,000 per annum payable in advance on the first day of each year of the Term.

"Original Lease" means that lease between the Landlord and the Tenant dated November 1, 2001 and includes any prior amendments thereto and renewals thereof.