

**JEAN EDMONDS TOWER – 365 LAURIER, SOUTH TOWER
LICENSE EXTENSION AND AMENDING AGREEMENT**

THIS AGREEMENT made as of this 22nd day of March, 2010

BETWEEN:

BROOKFIELD PROPERTIES MANAGEMENT CORPORATION
in its capacity as property manager for the Owners
(the "Licensor")

-and-

TELUS COMMUNICATIONS COMPANY
(the "Licensee")

WHEREAS:

- A. The Licensor and TELUS Communications Inc. (incorrectly named as TELUS Communications Corporation), as licensee entered into a telecommunications license agreement dated the 1st day of October, 2005 (the "License Agreement") with respect to the Services provided by the Licensee in the building located at Jean Edmonds Towers, 365 Laurier Avenue West, South Tower, Ottawa, Ontario (the "Building") for a term expiring the 30th day of September, 2010, (the "Term") on the terms and conditions more particularly set out in the License Agreement.
- B. On March 1, 2006, TELUS Communications Inc. assigned the License Agreement, along with the rest of its assets to its affiliate, TELUS Communications Company;
- C. In accordance with Section 4 of the License Agreement, the License Agreement automatically renews for one (1) further period of five (5) years on the terms more particularly set out in the License Agreement;
- D. The Licensor and the Licensee have agreed to enter into this Agreement to document the extension of the Term for a period of five (5) years commencing on the 1st day of October, 2010 (the "Effective Date") and to amend the License Agreement as herein provided;

IN CONSIDERATION of the covenants, terms, conditions and agreements between the parties and the sum of two dollars (\$2.00) the receipt and sufficiency of which are hereby acknowledged by one party to the other, the parties agree as follows:

1. All capitalized terms and expressions used herein and not otherwise defined shall have the same meaning as prescribed in the License Agreement, unless a contrary intention is expressed in this Agreement.
2. As of the Effective Date, the License Agreement shall be amended as follows:
 - (a) by deleting the Information Page and replacing it with Exhibit "1" attached hereto;
 - (b) by deleting Section 4(b) and Schedules "C" and "D".
3. The Licensee represents and warrants that it has the right, full power and authority to extend the Term and amend the License Agreement as provided in this Agreement.
4. The Licensee acknowledges that: (a) it has no claims, defences or set-offs against the Licensor arising under the License Agreement and hereby waives any previous claims, defences or set-offs which may have been made or asserted by it; and (b) the Licensor is not in default under any terms of the License Agreement nor has any event occurred which, with the passage of time or giving of such notice, or both, will constitute a default under the License Agreement.
5. The parties confirm that in all other respects, the terms, covenants and conditions of the License Agreement remain unchanged and in full force and effect, except as modified by this Agreement.

6. This Agreement shall enure to the benefit of the Licensor and its successors and assigns and shall be binding on each of the other parties hereto and each of their respective heirs, executors, administrators and permitted successors and permitted assigns.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement as of the date first set out above.

Appro

for Execution

BROOKFIELD PROPERTIES MANAGEMENT CORPORATION

In its capacity as property manager for the Owners
(Licensor)

Per: 
Authorized Signature

Per: 
Authorized Signature

I/We have authority to bind the corporation

TELUS COMMUNICATIONS COMPANY
(Licensee)

Per: 
Authorized Signature

Per: _____
Authorized Signature

I/We have authority to bind the corporation

Exhibit "1"
INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT made as of the 1st day of October, 2005 between **BROOKFIELD PROPERTIES MANAGEMENT CORPORATION, in its capacity as property manager for the Owner(s)** as the Licensor and **TELUS COMMUNICATIONS COMPANY** as the Licensee. The information is as follows:

Building: The office building municipally known as Jean Edmonds Towers, 365 Laurier Avenue West, South Tower, in the City of Ottawa, and the Province of Ontario.

Floor Area of Deemed Area: Fifty (50) square feet.

Commencement Date: **Original Term:** October 1, 2005.
Renewal Term: October 1, 2010

License Fee: **Original Term:** the annual sum of One Thousand, Two Hundred and Fifty Dollars (\$1,250.00) calculated based on the annual rate of Twenty-Five Dollars (\$25.00) per square foot of the floor area of the Deemed Area and Recoverable Costs during the first year of the Term, the annual sum of One Thousand, Two Hundred and Eighty-One Dollars and Fifty Cents (\$1,281.50) calculated based on the annual rate of Twenty-Five Dollars and Sixty-Three Cents (\$25.63) per square foot of the floor area of the Deemed Area and Recoverable Costs during the second year of the Term, the annual sum of One Thousand, Three Hundred and Thirteen Dollars and Fifty Cents (\$1,313.50) calculated based on the annual rate of Twenty-Six Dollars and Twenty-Seven Cents (\$26.27) per square foot of the floor area of the Deemed Area and Recoverable Costs during the third year of the Term, the annual sum of One Thousand, Three Hundred and Forty-Six Dollars and Fifty Cents (\$1,346.50) calculated based on the annual rate of Twenty-Six Dollars and Ninety-Three Cents (\$26.93) per square foot of the floor area of the Deemed Area and Recoverable Costs during the fourth year of the Term, and the annual sum of One Thousand, Three Hundred and Eighty Dollars (\$1,380.00) calculated based on the annual rate of Twenty-Seven Dollars and Sixty Cents (\$27.60) per square foot of the floor area of the Deemed Area and Recoverable Costs during the last year of the Term.

Renewal Term: the annual sum of One Thousand Five Hundred Dollars (\$1,500.00) calculated based on the annual rate of Thirty Dollars (\$30.00) per square foot of the floor area of the Deemed Area and Recoverable Costs for each year of the Renewal Term.

The floor area of the Deemed Area is estimated to be **fifty (50)** square feet. The exact measurement of the Deemed Area may be verified by an architect or surveyor employed by the Licensor for that purpose and upon verification, an adjustment of the License Fee and the floor area will be made retroactively to the Commencement Date.

Notices:	Licensor	Licensee
	Brookfield Properties Management Corporation 181 Bay Street, Suite 220 Toronto, Ontario M5J 2T3 Attention: V.P. Operations	TELUS Communications Company 90 Gough Road Markham, Ontario L3R 5V5 Attention: Manager, Building Access

Prime Rate Reference Bank: The Toronto Dominion Bank.

Renewal Term(s): nil.

Original Term: The five (5) year period starting on the Original Term Commencement Date, and ending on September 30, 2010.

Renewal Term: The five (5) year period starting on the Renewal Term Commencement Date, and ending on September 30, 2015.