

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT made this 15th day of March, 2004.

BETWEEN

OSMINGTON LONDON CITY CENTRE INC.
(the "Licensor")

AND

TELUS COMMUNICATIONS INC.
(the "Licensee")

IN CONSIDERATION of the fees paid by the Licensee to the Licensor and the covenants and terms contained in this License, the Licensor grants a license to the Licensee as follows:

- Building Address:** municipally described as 275 Dundas Street, 380 Wellington Street, London, Ontario (the "Building").
- Term:** Seven (7) years (the "Term").
 - Commencement Date:** April 1, 2004 (the "Commencement Date").
 - Point of Presence Space:** The point of presence space, designated as storage unit P1-05, is in the approximate location as provided in Schedule "A", attached hereto and contains approximately fifty-one (51) sq. ft. The point of presence space is the separate or caged space occupied by the Licensee's communications equipment including, but not limited to cabinets, racks, patch panels and telecommunication equipment (hereinafter referred to as the "Communications Equipment") or in the absence of a separate space (hereinafter referred to as the "POP Space"). The Licensor represents and the Licensee acknowledges the POP Space is unfinished and unserviced facility within the Building.
 - POP Space Fee:** The Licensee agrees to pay the Licensor ONE THOUSAND AND TWENTY dollars (\$1020.00) gross per annum plus GST, payable annually in advance beginning on the Commencement Date, which payment is based on 51 sq. ft. times \$20.00 per square foot gross annually. Licensor's GST number is 899454078.
 - Additional Costs:** In addition to the POP Space Fee, the Licensee if requested by the Licensor agrees to pay, annually and in advance as estimated by the Licensor, acting reasonably, charges for the Licensee's electricity supplied to the POP Space which may also be based on actual readings from a sub-meter installed by the Licensee at its cost and sole discretion.

The Licensee shall also reimburse the Licensor for any other costs incurred by the Licensor as the result of providing any other services to the POP space, such as, but not necessarily limited to, air conditioning, security measures and technical review of the Licensee's work together with the cost of removing any of the Licensee's property which it was obliged to remove at the expiry or earlier termination of this License.

At the end of each year the Licensor shall provide to the Licensee a statement of the above costs actually incurred by the Licensor and the parties agree to pay or refund any overpayment or underpayment as the case may be, regarding the estimated annual payment.

- Use and Access:** The Licensor grants the Licensee the non-exclusive right to provide telecommunications services to TD Canada Trust basement telecommunication rooms only (hereinafter referred to as "the Licensee's Services"). In order to provide the Licensee's Services, the Licensee may construct, install, operate, maintain, repair, service, upgrade and modify, remove and replace Communications Equipment in the POP Space. The Licensee may only install one 2" conduit and associated wiring to the 275 Dundas TD Canada Trust telecommunications room and may install one 2" conduit and associated wiring to the 380 Wellington TD Canada Trust telecommunications room, both located on parking level 1 (hereinafter referred to as the "Connecting Equipment") for the provision of the Licensee's Services.

For greater clarity, in no way is the Licensor permitting any access to the TD Canada Trust facilities or dedicated risers. Access to these facilities is subject to the sole written approval of TD Canada Trust, a copy of which will be provided to the Licensor.

8 Installation and Maintenance of Licensee's Equipment: The Licensee agrees to obtain all required governmental permits and approvals at its cost prior, to installing any Communications Equipment or Connecting Equipment, and prior to making any material changes, additions, improvements or alterations to same, all such material changes, additions, improvements or alterations shall be consistent with industry standards.

At the request of the Licensor, prior to installation of, or material improvement or alteration to, the Connecting Equipment, the Licensee shall provide the Licensor with working drawings showing the proposed location of the Connecting Equipment to be installed on or about the Lands and Building, as well as provide the Licensor with particulars, including method of attachment of the Connecting Equipment, all of which shall be subject to the prior written approval of the Licensor, such approval not to be unreasonably withheld or delayed. At the request of the Licensor the Licensee shall reimburse the Licensor for the actual cost, reasonably incurred, for the review of such working drawings.

It is understood by the Licensee that the only riser it may access are those recently constructed and dedicated to TD Canada Trust. There shall be no access to any other risers in the building.

The Licensee covenants and agrees that all work regarding any installations, material improvement or alteration to the Connecting Equipment shall be in accordance with the working drawings provided to and approved by the Licensor and industry standards. |

9. Licensee's Equipment: | Upon the expiry or earlier termination of this License, the Licensee shall remove its Communications Equipment and Connecting Equipment designated by the Licensor and repair any damage caused by such installation or removal. The Licensor acknowledges that the Communications Equipment and the Connecting Equipment, notwithstanding same may be affixed to the Building, shall at all times remain the property of the Licensee, and that the Licensor does not have, nor will it have, any right, title or interest whatsoever in the Communications Equipment and Connecting Equipment

The Licensee shall install, operate and maintain its Communications Equipment so that it shall not interfere in any way with communications equipment or business operations of other parties using reasonable measures to protect themselves from such interference. Upon receiving notice from the Licensor that such interference has occurred, the Licensee shall take immediate actions to remove the interference using all means possible failing which The Licensee shall be considered in default of this License.

10. Indemnity and Insurance: The Licensee shall indemnify and save harmless the Licensor other for any loss, claim or damage to person or property arising out of the use and/or occupancy of the Building by the Licensee or caused by its negligence or the negligence of those for whom it is responsible in law. Such indemnification shall survive the expiry or earlier termination of this License. The Licensee shall maintain in force public liability and property damage insurance coverage of not less than ten million dollars (\$10,000,000.00), and the Licensee shall add the Licensor to the Licensee's insurance as an additional insured.

11. Default and Termination: The Licensor shall be entitled to terminate this License in the event of any breach of this License by the Licensee if the Licensee fails to cure or to commence in good faith to cure such breach within thirty (30) days following written notice of such breach from the Licensor. The Licensee may terminate this License upon thirty (30) days' written notice to the Licensor if the Licensee shall be unable to obtain or shall cease to possess any necessary rights or approvals from any appropriate governmental or regulatory authority or in the event that the Building should become unsuitable or commercially impractical for the Licensee's business, in which case any prepaid portion of the POP Space Fee shall be adjusted as of the effective date of termination and returned forthwith to the Licensee.

12. Assignment: The Licensee may not assign or sublicense this License, in whole or in part without the Licensor's prior written consent, which shall not be unreasonably withheld or unduly delayed; however, where any such assignment or sublicense is to an affiliate, parent or subsidiary corporation, secured lender or acquirer of a material portion of the Licensee's voting shares or assets, the Licensor's consent shall not be required, but notice shall be given to the Licensor prior to any assignment of sublicense in such circumstances.

13. Change of Law: This License and the actions or obligation of the parties to it, are subject to all present and future laws, by-laws, regulations, rules, orders, decisions and guidelines of any duly constituted authorities having jurisdiction with respect to the subject matter of this License, whether Provincial, Federal or the CRTC. Notwithstanding anything contained in this License in no event shall this License be interpreted as limiting the rights of the Licensee or the Licensor, to avail itself of the provisions of the *Telecommunications Act*.

14. Severability: Should any provision of this License be illegal, unenforceable, or inconsistent with paragraph 13, that provision shall be considered separate and severable from the remaining provisions of this License and the remaining provisions shall remain in force and be binding upon the parties.

15. Notices: All notices required to be delivered hereunder shall be in writing and delivered to the addresses set out below by mail (deemed to be received three (3) business days after mailing) or facsimile transmission (deemed to be received on the next business day following the date of transmission):

<u>Licensor:</u> Osmington London City Centre Inc. by its property manager, Redcliff Realty Management Inc., Address: Suite 200, 380 Wellington Street London, Ontario N6A 5B5	<u>Licensee:</u> TELUS Communications Inc. Address: 90 Gough Road Markham, Ontario L3R 5V5
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Attention: Property Manager Phone: (519) 672-5940 Facsimile: (519) 672-0692	Attention: Robert Beatty, AVP, Building Access Facsimile: (905) 496-6767
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The Licensor and Licensee may change their respective addresses by written notice to each other.

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16. Other Matters:

- (a) This License, including all schedules attached hereto, is the entire agreement between the Licensor and the Licensee and contains all agreements, promises and understandings between the parties concerning the subject matter described herein. .
- (b) This License shall be binding on the parties and their respective successors and assigns.
- (c) Each party shall be excused for any delay in performance of any of the provisions hereunder if such delay is due to circumstances beyond the affected party's reasonable control.
- (d) This License shall not create any other relationship between the parties other than that of licensor and licensee.
- (e) The Licensor and the Licensee each warrant that it has the requisite power, approval and right to enter into this License and to carry out all of its provisions.
- (f) The parties agree that this License shall be posted on the Licensee's website in accordance with CRTC disclosure requirements.
- (g) Nothing in this License shall permit the Licensee to install or operate any form of wireless communications within or from the Building.
- (h) All of the Licensee's Communications Equipment and Connecting Equipments shall be properly labeled as belonging to the Licensee wherever it is visible in the Building.
- (i) Should the Licensee require access to the base building risers in the future, the Licensor is prepared to enter into the building standard access agreement. This Licensor is not prepared to allow access, at this time, due to liability issues with the current base building risers.
- (j) In no way is the Licensor permitting any access to the TD Canada Trust facilities or dedicated risers. Access to these facilities is subject to the sole written approval of TD Canada Trust, a copy of which will be provided to the Licensor.

IN WITNESS WHEREOF the parties have duly executed this License.

Dated this ____ day of _____, 2004.

OSMINGTON LONDON CITY CENTRE INC.
Licensor


Authorized Signature

George Schott
President

Dated this 26th day of March, 2004.

TELUS COMMUNICATIONS INC.
Licensee


Authorized Signature

Name: Robert Beatty
Title: AVP, Building Access & Planning