

AMENDMENT #1

BETWEEN : 3630013 CANADA INC. herein represented by Redbourne Realty Management II Inc., a corporation duly constituted, having its head office at 1555 Peel Street, Suite 700, in the City of Montreal, Province of Quebec, H3A 3L8, herein represented by **Peter F. Coughlin**, duly authorized for the purposes hereof as he so declares;

(hereinafter called the "Licensor")

AND : TELUS COMMUNICATIONS COMPANY, a corporation duly incorporated under the laws of Canada, having its head office at 25 York Street, 22th floor, Toronto, Ontario, M5J 2V5, herein acting and represented by **Richard D. Johnson**, its Manager, Building Access, duly authorized, as he so declares;

(hereinafter called the "Licensee")

WHEREAS by Telecommunications License Agreement dated the 1st day of February, 2007 (the "**Original License Agreement**"), the Licensor leased to Licensee certain space located in the building bearing civic address 1801 McGill College Avenue, in the City of Montreal, Province of Quebec (the "**Building**"), comprising a Gross Rentable Area of one hundred square feet (100 sq. ft.) (the "**Deemed Area**") for a term of five (5) years commencing on the 1st day of January, 2008 and terminating on the 31st day of December, 2012 (the "**Term**");

WHEREAS the Licensor and the Licensee covenant and agree to renew the Term of the Lease of the Deemed Area for an additional period of 5 years commencing on the 1st day of January, 2013 and terminating on the 31st day of December, 2017 (the "**First Renewal Term**") (the "**Amendment #1**");

WHEREAS the Original License Agreement and this Amendment #1 to the Original License Agreement are sometimes collectively called the "**License Agreement**";

WHEREAS except as amended by the terms, covenants and agreements of this First Amendment Agreement, the terms and conditions contained in the License Agreement shall continue to.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The preamble shall form part of these presents.

1. First Renewal Term for the Deemed Area

The Term of the License Agreement for the Deemed Area is extended for a period of five (5) years commencing January 1st, 2013 (the "**First Renewal Commencement Date**") and terminating December 31st, 2017 (the "**First Renewal Term**").

2. License Fee

During the First Renewal Term, the Licensee is obliged to pay to the Licensor an annual sum of two thousand five hundred dollars (\$2,500.00) calculated based on the annual rate of twenty-five dollars (\$25.00) per square foot of the floor area of the Deemed Area increased annually on each anniversary of the Commencement Date by two and one half per cent (2.5%). The Licensor's GST # for the building is **868819376RT**.

3. Option to renew

- (a) The First Renewal Term starts on the First Renewal Commencement Date and expires on December 31, 2017..
- (b) Provided that the Licensee:
 - (i) has not been during the First Renewal Term and is not at the time of giving notice, in material default of any of its obligations under this License Agreement (which default remains uncured at the time of the notice);

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- (ii) gives the Licensor at least one hundred and twenty (120) days written notice prior to the end of the First Renewal Term of the Licensee's intention to renew; and
- (iii) the Licensee shall be entitled to renew for a second renewal term (the "Second Renewal Term"). Such renewal term will be governed by the same terms and conditions set out herein except for: (a) any further right to renew; and (b) the License Fee, which will increase at the start of the Second Renewal Term by a percentage equal to the percentage of the increase in the Consumer Price Index from the First Renewal Commencement Date, to the start of the Second Renewal Term.

4. Condition of the Deemed Area

The Licensee accepts the Deemed Area in it "As Is" condition and acknowledge that Section 2(f) of the Original License Agreement is no longer applicable. Any modifications, additions or work to the Deemed Area shall be borne exclusively by the Licensee, at the Licensor's exoneration and subject to the terms of the License Agreement.

5. Brokerage

The Licensee warrants that no broker or agent negotiated or was instrumental in negotiating or consummating this Amendment #1.

6. Language

At the request of the Licensee and Licensor, this License Agreement has been prepared in the English language. Les deux parties ont convenu de préparer cet Amendement #1 en anglais.

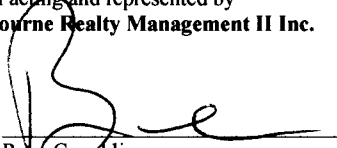
Terms and expressions used in this Amendment #1 which are defined in or determined by the License Agreement shall have the same meanings as are respectively ascribed to them by the License Agreement.


Except as hereinabove specifically modified, supplemented and amended, and as so modified, supplemented and amended, the License Agreement shall remain in full force and effect.

This Amendment #1 is open for acceptance by the Licensor **until December 17, 2012**. If not accepted by the Licensor on or before such date, it will be deemed to be null and void and of no further effect.

The Licensor has executed this Amendment #1 at Montreal, Province of Quebec, this 7th day of February 2013.

3630013 CANADA INC.
(the "Licensor")
herein acting and represented by
Redbourne Realty Management II Inc.

Per: 
Peter Coughlin

The Licensee has executed this Amendment #1 at 1.0., Province of Ontario, this 29th day of Jan ~~2012~~ 2013 

TELUS COMMUNICATIONS COMPANY
(the "Licensee")

Per: 
Richard D. Johnson

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