

**TELECOMMUNICATIONS LICENSE EXTENSION AND AMENDING AGREEMENT**

THIS AGREEMENT made as of March 11<sup>th</sup>, 2011

**B E T W E E N:**

**RRF LONDON REALTIES INC. and  
RRF LONDON REALTIES LP INC.**

(the "Licensor")

OF THE FIRST PART

and

**TELUS COMMUNICATIONS INC.**

(the "Licensee")

OF THE SECOND PART

**WHEREAS** by an telecommunications license agreement dated March 15<sup>th</sup>, 2004 ("License Agreement") made between Osmington London City Centre Inc. ("Original Licensor") and the Licensee, the Original Licensor gave license to the Licensee for use of certain premises (hereinafter called the "Premises") containing approximately fifty-one (51) square feet of Gross rentable Area in the Equipment Room (Schedule "A"), located in the building known as 380 Wellington Street, in the City of London, Ontario ("Building"), for and during a term of seven (7) years commencing April 1, 2004 and expiring on March 31, 2011 (the "Term") on the terms and conditions more particularly set forth therein;

**AND WHEREAS** the Licensor is the successor in interest to the Subsequent Licensor.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the Premises and of the mutual covenants and agreements herein contained, (the receipt and sufficiency of which is hereby acknowledged) the parties hereto agree as follows:

The parties hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact

**2. Extension of Term**

The Licensor and the Licensee hereby acknowledge and confirm that they have agreed to further extend the Term of the License Agreement in relation to the Premises for a further period of seven (7) years commencing April 1, 2011 and expiring March 31, 2018 (the "Extension Term") on the same terms and conditions as contained in the License Agreement during the Term, save and except as hereinafter set forth.

**3. Right to Extend**

The Licensee shall be entitled to one (1) option to extend for five (5) years at the then current market rent as determined between the parties and failing such agreement, by arbitration, exercisable by no earlier than twelve (12) and no later than nine (9) months' prior written notice, all upon and subject to terms and conditions to be more fully set forth in the License Agreement.

**4. License Fee**

The License Fee payable during the Extension Term is the annual sum of One thousand and twenty dollars (\$1,020.00) plus H.S.T. (and any other additional taxes). The License Fee shall be payable on the first day of the first month of every year.

5. **POINT OF PRESENCE SPACE**

The point of presence space, maintained and in use by the licensee, is designated as storage unit P1-05 on "Schedule A" attached hereto.

6. **LICENSEE'S WORK**

There shall be no new equipment or updates added to the Premises or the Building without the prior written approval of the Licensor, acting reasonably. To obtain approval, the Licensee shall at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for the work or installations detailing the type, size and location of the Licensee's Equipment that is proposed to be installed, altered or removed, the communication spaces to be used by the Licensee and the Deemed Area, all specifically describing the proposed construction and work. All working drawings, plans and specifications must be prepared in accordance with industry engineering standards and will be considered as part of the plans and specifications when they have been approved by the Licensor, in writing. No work shall commence until the Licensor has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. The Licensor's approval of plans and specifications is not deemed a representation that the Licensee's equipment will not cause interference with other systems in the Building or that the plans and specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Licensee.

7. **RESTORATION**

At the expiration or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, without liens, remove all items of Licensee's equipment except any part of it that by agreement between the Licensee and the Licensor has been acquired by the Licensor, and all of the Licensee's personal property from the Building. This obligation to remove all other items of the Licensee's equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to other telecommunications service providers. If any property that is required to be removed is not so removed within twenty (20) Business Days after the termination, the property may, at the Licensor's sole option, (i) be removed and disposed of by the Licensor at the Licensee's expense (and the Licensee will pay an administration fee equal to fifteen percent (15%) of the expense), or (ii) become the property of the Licensor without compensation to the Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of the Licensee's equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Licensee's equipment. If the Licensee fails to repair or refinish any such damage, the Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to fifteen percent (15%) of the cost. The Licensee will provide to the Licensor upon completion of the removal of the Licensee's equipment an engineer's report confirming completion of the removal in accordance with this Agreement.

8. **RELOCATION**

The Licensor shall have the right to relocate the Premises at the Licensor's expense with sixty (60) days prior written notice to the Licensee. This Agreement shall continue in accordance with its terms notwithstanding any such relocation.

(a) **Covenants**

The licensor covenants as follows:

- (i) The licensee shall, at its sole cost and expense, maintain and repair the premises and the licensee's equipment in proper operating condition and maintain them in satisfactory condition as to safety as required by all applicable authorities and the licensor. Such maintenance shall include inspection reports delivered to the licensor by the licensee upon request.
- (ii) The Licensee shall, at its sole cost and expense, repair any damage to the Building and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any other occupant of the Building where such damage is caused by the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If the Licensee fails to repair or refinish the damage, the Licensor may repair or refinish

such damage and the Licensee shall reimburse the Licensor all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs.

- (iii) The Licensee shall not interfere with the use and enjoyment of the Building by the Licensor or by lessees, or licensees of the Licensor or Licensees or occupants of the Building or other buildings. If such interference occurs, the Licensor may give the Licensee written notice thereof and the Licensee shall immediately correct same within a reasonable amount of time. If the Licensee fails to correct the conditions after proper notification, the Licensor may elect to terminate the License Agreement effective immediately by providing notice to the Licensee.
- (iv) The Licensee's equipment shall not disrupt, adversely affect, or interfere with other providers of communications services in the Building, the Building's operating, elevator, safety, security, or other systems, or with any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighboring properties. The Licensee shall correct such interference as soon as possible but not more than forty-eight (48) hours after receiving written notice of such interference. If the Licensee fails to repair or refinish the damage, the Licensor may repair or refinish such damage and the Licensee shall reimburse the Licensor all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs.
- (v) The Licensee will comply with all Building rules, as periodically adopted by the Licensor acting reasonably, and will cause its agents, employees, contractors, invitees and visitors to do so.
- (vi) The Licensee will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Premises, the Equipment Room, the Licensee's equipment and in-building wire, including the Licensee's provision of services.
- (vii) The Licensee will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the in-building wire. Despite and foregoing, the Licensor acknowledges and agrees that the Licensee is permitted to allow other local exchange carriers to connect to and use copper in-building wire under its responsibility and control and conversely, to connect to and use copper in-building wire under the control and responsibility of other local exchange carriers, at no cost.
- (viii) Except as required or mandated by the CRTC, the Licensee will not permit any other telecommunications service provider to co-locate equipment in its Premises nor will it permit any third party supplier to Cross Connect to any of the Licensee's equipment or to use any part of the Licensee's equipment for the purpose of providing telecommunication or similar services to customers in the Building.
- (ix) The Licensee will strictly comply with all occupational health and safety legislation, Workers' Compensation legislation, and other applicable governmental requirements relating to performance of work and adherence to safety standards, as applicable.
- (x) If the Licensor elects to retain a riser manager, the Licensee will, to the extent directed by the Licensor (i) recognize the riser manager as the duly authorized representative of the Licensor, and (ii) abide by all reasonable policies, directions and decisions of the riser manager pertaining to matters such as the use of communication spaces and other areas within the Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns. Despite the foregoing or anything else contained herein to the contrary, and unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any riser manager or any other third party for any in-building wire.

## 9. NOTICE

Section 15 (NOTICES) of the License Agreement is hereby amended by replacing the notice to Licensor section with:

"If to the Licensor:

4950 Yonge Street, Suite 200  
Toronto, Ontario, M2N 6K1

Attention: President

with a copy to:

1555 Peel Street, Suite 700  
Montreal, Quebec, H3A 3L8

Attention: Principal;

If to the Licensee:

TELUS Communications Inc.  
25 York Street, 22<sup>nd</sup> Floor  
Toronto, Ontario, M5J 2V5;"

1. Subject to the balance of this provision, the Licensee shall accept the Premises in an "as is" condition, without any allowance or inducement being applicable to the Premises. Any additional work or alterations in or to the Premises required by the licensee for the operation of its business contemplated in the License Agreement shall be performed by the Licensee at its sole expense, in accordance with plans and specification to be submitted to the Licensor for review and approval in advance, and otherwise in all respects subject to and in accordance with the terms, covenants and conditions of the License Agreement.
2. The Licensee represents and warrants that it has the full right, power and authority to agree to these License Agreement amendments, and the other provisions contained in this Agreement. The Licensee covenants that it has not executed any instruments or done any acts pursuant to which the License Agreement or the unexpired residue of the Term thereof, including any renewals or extensions, shall in any way be charged, encumbered, transferred or assigned.
3. The parties confirm that the terms, covenants, and conditions of the Lease remain unchanged and in full force and effect, except as modified by this Agreement. It is understood and agreed that the terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Lease.
4. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as they case may be, but subject always to the provisions of the License Agreement restricting or limiting the Licensee's rights to assign the License Agreement or sublet the Premises or carry out any other transfer, as provided in the License Agreement.
5. The Licensee shall, at its expense, promptly execute such further documentation with respect to the Premises and the License Agreement to give effect to this Agreement as the Licensor reasonably requires from time to time.

Redbourne, in its capacity as authorized agents for Landlord, hereby discloses, in accordance with the *'Real Estate and Business Brokers' Act, 2002* (Ontario), that it: (i) acts on behalf of Landlord, (ii) owes a fiduciary duty to Landlord in this transaction and (iii) shall be compensated by Landlord.

There are no agreements, representations, warranties or conditions relating to the subject matter except as are contained herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**REDBOURNE MADISON PROPERTY INC. and  
REDBOURNE MADISON PROPERTY LP INC.  
(LANDLORD)**

Represented by its manager (without personal liability), Redbourne Realty Advisors Inc.

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have authority to bind the Corporation.

**TELUS COMMUNICATIONS INC.  
(TENANT)**

Per: \_\_\_\_\_  
Name: *Richard Johnson*  
Title: *manager, Bldg Access*

I/We have authority to bind the Corporation