

THIS AGREEMENT made as of the 20<sup>th</sup> day of September, 2011

**BETWEEN:**

**2946-8980 QUEBEC INC.**

(hereinafter called the "Landlord")

-and -

**TELUS COMMUNICATIONS COMPANY**

(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 Agreement unless otherwise defined in this agreement.
- B. The Landlord is the successor of the Landlord named in the Original Agreement dated 18<sup>th</sup> November 2004.
- C. The parties agreed to a Lease Amendment and Extension Agreement dated 14<sup>th</sup> May 2007 .
- D. The Original Agreement dated 18<sup>th</sup> November 2004 and the Lease Amendment and Extension Agreement dated the 14<sup>th</sup> of May 2007, are hereafter collectively referred as to the "Lease"
- E. The parties agreed to amend and extend the "Lease", the whole upon the terms and conditions hereinafter set forth:

**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 Agreement is amended as follows:

- (a)** the Term is hereby extended for the Extended Term as is defined in "Schedule I";
- (b)** the Tenant shall pay to the Landlord in advance yearly on the first day of November during the Extended Term the Extended Term Basic Rent as is defined in "Schedule 1" in the manner provided in the Original Agreement.

**2. RATIFICATION OF ORIGINAL AGREEMENT**

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

**3. NOTICES**

Any notices herein provided or permitted to be given under this agreement shall be addressed as follows:

**To the Landlord:**           2946-8980 Quebec Inc.,  
                                  C/O Arcturus Realty Corporation  
                                  Attn: Patricia Chastel, Property Manager  
                                  129, rue St-Jacques, niveau A sud  
                                  Montréal, (Québec) H2Y 1 L6  
  
                                  Fax: (514) 877-9021



**To the Tenant :**            TELUS Communications Company  
   Manager, Building Access  
   TELUS Communications Company  
   25 York Street, 22nd floor  
   Toronto, Ont. M5J 2V5  
   (P) 416-496-6801  
   (C) 416-737-4416  
   (F) 647-837-9501

**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. OPTION TO EXTEND TERM**

Provided the Tenant has not been in default, the Tenant will have an option to extend the Term for an additional 5 years (November 1<sup>st</sup> 2016 to October 31<sup>st</sup> 2021) under the same terms and conditions, except for the Basic Rent payable during the aforesaid option period which shall be negotiated between the parties. The Tenant shall exercise this option by written notice given to the Landlord no more than 12 months and no less than 6 months prior to the expiry of the Term, failing which the option shall become null and void.

**11. LEASING FEES**

The parties hereto declare that no broker, or other intermediary was instrumental in the negotiation, execution or ratification of the present agreement, save and except for Société



Immobilière Arcturus Agence Immobilière. The leasing fees of which shall be assumed by the Landlord.

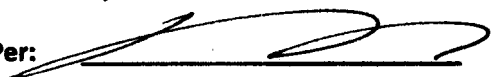
The parties hereby confirm that they have requested the present document be drafted in the English language. Les parties certifient qu'elles ont exigé que les présentes soient rédigées en anglais.

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

**2946-8980 QUEBEC INC.**

(Landlord)

Per:




Per: CATHERINE BILODEAU.

**TELUS COMMUNICATIONS COMPANY**

(Tenant)

Per:



Richard D. Johnson

Manger, Building Access

**SCHEDULE "I"**

**DEFINED TERMS**

**"Extended Term"** means a period of five (5) years commencing on November 1<sup>st</sup>, 2011.

**"Extended Term Basic Rent"** means the sum of \$3,300.00 per annum for the period from November 1<sup>st</sup>, 2011 to October 31<sup>st</sup>, 2016, payable in advance yearly on the first day of November.

**"Original Agreement"** means that agreement between the Landlord and the Tenant dated November 18<sup>th</sup>, 2004 and includes any prior amendments thereto and renewals thereof.

**"Premises"** means a building located at 5160 Boulevard Decarie, Montreal.

