

LEASE ENTERED INTO ON THIS \_\_\_\_\_<sup>th</sup> DAY OF \_\_\_\_\_ 2013, IN THE CITY OF MONTREAL, PROVINCE OF QUÉBEC

(hereinafter the «Lease»)

**BETWEEN:** 9176-2609 QUÉBEC Inc., a company duly incorporated under the laws of the province of Quebec, herein acting and represented by Kimwood Ste-Catherine Holdings ULC, duly authorised for the purposes hereof;

(hereinafter the "Lessor")

**AND:** TELUS COMMUNICATIONS COMPANY, a duly incorporated legal person having its head office at 25 York Street, Toronto, Province of Ontario, M5J 2V5, herein acting and represented by Robert Beatty, duly authorized as she so declare;

doing business under the name "Telus"

(hereinafter the "Lessee")

(the Lessor and the Lessee hereinafter collectively the "Parties")

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**WHEREAS** the Lessor owns an Building located at 355 St-Catherine west, in the City of Montreal (the "Building"), which is located on the land described in Schedule "A" attached hereto (the "Land");

**WHEREAS** the Lessee wishes to lease from the Lessor and the Lessor wishes to lease to the Lessee an area (the "Leased Premises") in the Building, the whole according to the Plan attached hereto as Schedule "B" (the "Plan") and to secure a right of passage to certain parts of the Building that the Lessee may require for the purposes of installing the Equipment (as hereinafter defined) needed to operate its business.

**WHEREFORE**, the preamble forming an integral part hereof, the Parties agree as follows:

#### ARTICLE 1

##### DESCRIPTION OF LEASED PREMISES



**1.1** Location of Leased Premises. The Leased Premises comprise an interior space (Equipment Room) and a designated roof space in order to install on said roof the Equipment identified in the present Lease (as more appears from the site plan Schedule B). The Lessor hereby leases the Leased Premises to the Lessee in accordance with the terms and conditions set out herein.

**1.2** Definitions.

**1.2.1** Equipment: The term Equipment shall refer to a communication tower, shelter, equipment, devices utility and communications cabling and facilities as defined in Schedule B;

**1.2.1** Equipment Room: The term Equipment Room refers to a storage area situated in the basement of the building which space is shows on the picture in Schedule B.

**1.2.2** Inspections: The Lessor hereby grants the Lessee access to the Building prior to the Commencement Date (as defined thereafter), and the right to conduct any test, examination or inspection that it may deem necessary for the purposes of this Lease, including a survey and analysis of the Equipment installation site, the whole at the expense of the Lessee.

	
Lessee	Lessor
Initials	

inspection that it may deem necessary for the purposes of this Lease, including a survey and analysis of the Equipment installation site, the whole at the expense of the Lessee.

## ARTICLE 2

### TERM

- 2.1 **Term of Lease.** Subject to ARTICLE 9, this Lease shall have a term of five (5) years (the "Lease Term") as of July 1<sup>st</sup>, 2012 (the "Commencement Date").

## ARTICLE 3

### RENT



- 3.1 **Base Rent.** For the Lease Term, the Lessee shall pay the Lessor, an annual base rent of:
- From July 1<sup>st</sup>, 2012 to June 30, 2013, two thousand five hundred dollars (\$2 500.00) per year, plus applicable GST and QST (the "Base Rent"), payable in advance in one payment the July 1<sup>st</sup>, 2012;
  - From July 1<sup>st</sup>, 2013 to June 30, 2014, two thousand five hundred seventy-five dollars (\$2 575.00) per year, plus applicable GST and QST (the "Base Rent"), payable in advance in one payment the July 1<sup>st</sup>, 2013;
  - From July 1<sup>st</sup>, 2014 to June 30, 2015, two thousand six hundred twenty-five dollars (\$2 625.00) per year, plus applicable GST and QST (the "Base Rent"), payable in advance in one payment the July 1<sup>st</sup>, 2014;
  - From July 1<sup>st</sup>, 2015 to June 30, 2016, two thousand six hundred seventy-five dollars (\$2 675.00) per year, plus applicable GST and QST (the "Base Rent"), payable in advance in one payment the July 1<sup>st</sup>, 2015;
  - From July 1<sup>st</sup>, 2016 to June 30, 2017, two thousand seven hundred twenty-five dollars (\$2 725.00) per year, plus applicable GST and QST (the "Base Rent"), payable in advance in one payment the July 1<sup>st</sup>, 2016;

The Rent shall be payable to **Kimwood Ste-Catherine Holdings ULC** and delivered at 4 Place du Commerce, suite 500, Montreal, Qc, H3E 1J4.

## ARTICLE 4

### USES BY THE LESSEE

- 4.1 **Uses by the Lessee.** The Lessor hereby allows the Lessee, and the Lessee shall have the right to:
- 4.1.1 erect, operate, maintain, add and replace the Equipment, in accordance with the Plans prepared by the Lessee and approved by the Lessor within fifteen (15) business days following receipt of the Plans unless outside expertise is required, which approval shall not be withheld by the Lessor without valid reason. The Lessee acknowledges that the constructions, modifications or installations shall not include changes or modifications as provided in the presents that would modify the general aspect of the building nor that could affect its aesthetics. The Lessor may, at its option, request that the Lessee engage the Lessor's contractor to make holes or part of the works required for the presents, to the Lessee's expense;
- 4.1.2 install any wiring that may be necessary to hook up the Equipment to a transmission facility operated by the Lessee or other telecommunications carrier in order to operate the said Equipment, such installation being made in accordance with drawings, specifications and methods of installation approved in advance in writing by the Lessor within fifteen (15) business days following receipt of the Plans unless outside expertise is required, which approval shall not be withheld without valid reason;
- 4.1.3 access the Leased Premises through the Building at all times. The Lessor shall provide the Lessee with access keys to the Leased Premises at the Lessee's expense.

	
Lessee	Lessor
Initials	

**ARTICLE 5****OBLIGATIONS OF THE LESSEE**



- 5.1 The Lessee shall, throughout the Lease Term comply with all laws, orders, orders-in-council and regulations that apply to the Equipment and the Leased Premises and to the operation thereof and, if necessary, obtain any requisite authorisation from any government authority having jurisdiction over the Leased Premises, and over the construction, installation and operation of the Equipment or Equipment Room.
- 5.2 The Lessee shall be responsible for all the operation, insurance, maintenance and repair of the Equipment and the Equipment Room and the approval of plans and other modifications by the Lessor does not imply any responsibility of the Lessor in whatsoever damage to the Equipment, the Equipment Room or to the building, including damages suffered by other Lessees.
- 5.3 In the event where the Lessor, acting reasonably and with prior notice to the Tenant, engages his own contractor to do any work in relation with the Equipment, the Equipment Room or the Leased Premises, even after their removal, the Lessee shall pay to the Lessor an administration fee of fifteen percent (15%) of those costs.
- 5.4 In the event that the presence of the Equipment or operations of the Lessee interfere with other tenants of the Building, as to their business, operations, transmittal and reception of any signal, the Lessee shall, within ten (10) days after receipt of a request from the Lessor, immediately cease operation of the Equipment. If the Lessee is able to rectify the problem to the Lessor's reasonable satisfaction within five days following the receipt of the Lessor's request, or within ten (10) days if the relocation of the Equipment is necessary to resolve the interference problem, then the Lessee shall have the right to continue operation of the Equipment and its usage of the Leased Premises. In all cases where the results are negative and the interference problems cannot be solved, the Lessor may terminate this Lease upon giving a written ten (10) day notice to the Lessee and this with no compensation except for works executed by the Lessor and thereto reimbursable by the Lessee.
- 5.5 During the Term, the Lessor, its servants, employees and agents may enter the Leased Premises from time to time emergency or with a 24 hour written notice, acting reasonably, during normal business hours, or in the case of emergency, at any time, to examine the state of repair, visual aspect and order of the Leased Premises and the equipment, fixtures and improvements therein and to make such alterations or repairs as the Lessor shall deem necessary acting reasonably for the safety or preservation or proper administration or improvement of the Leased Premises or of the Building and of the leasable premises adjoining the Leased Premises.

**ARTICLE 6****ELECTRICITY**

- 6.1 Connexion. The Lessor agrees that the Lessee shall be entitled, at all times throughout the Lease Term, to connect itself, at its own expense, and satisfy its power supply needs from the electrical power source of the Lessor. The Lessee undertakes to install an electric meter, including the adding of a sub-meter, at its own expense to measure the electricity that the Lessee consumes in the Leased Premises and by its Equipment and pay directly to the energy supplier such electrical consumption or if a separate meter cannot be installed, to the Lessor on a monthly basis.

**ARTICLE 7****INDEMNIFICATION**

- 8.1 Indemnification. Save for any negligence, fault or deliberate acts on the part of the Lessor and persons for whom the Lessor is responsible, the Lessee shall indemnify and hold harmless the Lessor in respect of any actions, proceedings, claims, direct damages, fees and liabilities arising or resulting from:
- 7.1.1 any breach, violation or non-performance by the Lessee of its obligations hereunder and of the terms and conditions hereof, and any damages to the Leased Premises; or

 Lessee	 Lessor
Initials	

- 7.1.2 any form of bodily harm suffered by any person whomsoever (including death) resulting from the use of the Leased Premises by the Lessee, its servants, representatives, employees or contractors.

## ARTICLE 8

### INSURANCE



- 8.1 Insurance. The Lessee shall, throughout the Term and during such other time as the Lessee occupies the Leased Premises or part thereof, at its sole cost and expense, take out and keep in full force and effect, the following insurance, the whole in accordance with the Lease:
- (a) a general liability insurance coverage against bodily injury including death and property damage, for no less than five million dollars [5,000,000.00\$]; and
  - (b) an "all-risk" insurance, including the perils of fire and water damage of any kind or nature whatsoever for the Leased Premises, leasehold improvements, Equipment, inventory or any other property in or about the Leased Premises in amounts of no less than the full replacement cost, in each case, thereof;
- 8.2 The insurance policy referred to in 8.1 above shall name the Lessor and any persons, firms or corporations designated by the Lessor as additional insured as their interests may appear, and will contain, *inter alia*, the standard mortgage clause as may be required by the Lessor or its hypothecary creditor, a waiver of any subrogation rights which the Lessee's insurers may have against the Lessor and/or against those for whom the Lessor is in law responsible, and, in the case of comprehensive general liability, a cross liability and severability of interests clause and a waiver in favor of the Lessor and the hypothecary creditor of any breach of warranty clause such that the insurance policies in question shall not be invalidated as respects their interests, by reason of any breach or violation of any warranties, representations, declarations or conditions contained in the policies.

## ARTICLE 9

### TERMINATION

- 9.1 Termination by the Lessor. It is hereby understood and agreed by the Lessee that, except where specifically otherwise mentioned herein, the sole lapse of time after a period of ten (10) days following receipt of a written notice from the Lessor, shall be considered a default without the necessity of any further *mise-en-demeure* or written notice on the part of the Lessor, the timely fulfilment of the obligations of the Lessee being of the essence herein. If a delay is granted, the sole expiration of the delay shall be a default without the necessity of any further notification. Each of the following events (hereinafter called an "Event of Default") shall be a default hereunder by the Lessee and a breach of this Lease:
- a) if the Lessee fails to pay Base Rent or any other sum payable pursuant to this Lease as and when the same become payable; or
  - b) if the Lessee files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise or becomes bankrupt or insolvent or takes the benefit of or becomes subject to any legislation that may be in force relating to bankrupt or insolvent debtors; or
  - c) if the Lessee assigns, transfers, encumbers, sub-lets or permits the occupation or use or the parting with or sharing possession of all or any part of the Leased Premises without prior approval from the Lessor; or
  - d) if the Lessee is in default in fulfilling any other term, condition or obligation of this Lease and the default is not cured within ten (10) days of written notice of such default from the Lessor;

If an Event of Default has occurred, at the Lessor's option, the Lease will be *ipso facto* resiliated upon fifteen (15) written notice from the Lessor without judicial proceedings being required and without prejudice to the Lessor's other rights and recourses, and the Term of this Lease will forthwith become forfeited. No payment or acceptance of rental subsequent to such Event of Default will give the Lessee

	
Lessee	Lessor
Initials	

the right to continue occupancy of the Leased Premises or in any way affect the rights of the Lessor herein. If the Lessor at any time terminates this Lease for any breach or by reason of the occurrence of an Event of Default or if any legal action is taken for the recovery of possession of the Leased Premises or for the recovery of any amount due under this Lease, then the equivalent of six (6) months instalments of Base Rent will immediately become due and payable as accelerated rent, and the Lessor may, in addition to any other remedies it may have hereunder or by law, recover from the Lessee all damages and all expenses it may incur or suffer by reason thereof, including, without limitation, legal fees and legal costs and the cost of repossessing the Leased Premises. Notwithstanding Article 1883 of the *Civil Code*, the Lessee will not have any right to prevent resiliation of this Lease by remedying a default or defaults subsequent to the institution of legal proceedings.

**9.2** Termination by the Lessee. The Lessee may terminate this Lease on written notice of sixty (60) days to the Lessor (hereinafter "Lessee's Termination Notice"):

**9.2.1** If, at any time after Commencement Date, the Lessee cannot obtain or maintain all requisite consents, approvals, permits and authorizations from Industry Canada, the Ministère des Transports, the municipality or any other local authority in which the Leased Premises are located, as well as from any other government authority having jurisdiction over the construction, operation and use of the Equipment or the Equipment Room;

**9.2.2** If, at any time after Commencement Date, an immovable, structure, trees or any work of any type whatsoever impedes the transmission, emission or reception of signals that are sent or received by the Equipment, or if operation of the Equipment or the Equipment Room is or becomes difficult, in the opinion of the Lessee, from a commercial or technical point of view, or if operation of the Equipment or the Equipment Room is or becomes impossible due to a decision, law, regulation, or by-law of a government, or due to damages to or destruction of the Equipment or the Equipment Room, Land or Leased Premises; or

The Lessee agrees that should it terminate this Lease for the reasons mentioned in Sub-Sections 9.2.1 or 9.2.2 above after Commencement Date, it shall automatically forfeit the Base Rent paid in advance for the year in which the termination is effective and it shall pay the Lessor upon sending the termination notice a penalty of six (6) month of Base Rent established for that year.

The Lessee must have reasonable grounds to exercise such termination and shall have the obligation to provide the Lessor reasonable proof of grounds underlying the exercise any of the Termination Right provided hereinabove. Such proof must be sent to Lessor within ten (10) business days after communication of Lessee's Termination Notice.

**9.3** No Automatic Renewal. It is understood that, should the Lessee continue to occupy the Leased Premises after the last day of the Term or the early termination of the Lease as the case may be, this Lease shall not be automatically renewed. However, the Lessee may, with the Lessor's written consent, continue to occupy the Leased Premises as a monthly Lessee, subject to all other terms and conditions hereof applicable on the last day of the Term.

**9.4** Ownership of Equipment. The Equipment shall at all times remain the property of the Lessee, even if a portion of the latter's are annexed or fixed to the Building, and they may at all times be removed in whole or in part by the Lessee.

## ARTICLE 10



### ASSIGNMENT

**10.1** Prior Authorization. The Lessee may not assign this Lease or grant a licence regarding the Leased Premises without the prior written authorization of the Lessor, which consent may not be unreasonably refused or delayed. Notwithstanding the foregoing, the Lessee may, without obtaining consent, assign all or part of its rights and obligations hereunder to:

**10.1.1** a person or other entity that has direct control over the Lessee; is controlled by the Lessee or is under common control with it; or

**10.1.2** a purchaser that acquires all or substantially all of the Lessee's assets; or

**10.1.3** a lender, as security guaranteeing the performance of the Lessee's financial obligations.

	
Lessee	Lessor
Initials	

- 10.2 **Change of Control.** Notwithstanding Section 10.1, a change of control of the Lessee shall not constitute an assignment within the meaning of this Lease. For the purposes of this ARTICLE 10, the term "control" shall have the meaning attributed thereto in the *Companies Act, Part 1A*.

## ARTICLE 11

### NOTICE

- 11.1 To be valid and binding on the Parties, any notice of default, termination, letter of demand, communication or other notice required under this Lease, shall be in writing and served by personal delivery (proof of receipt requested), courier, registered mail, postage prepaid, or by facsimile, addressed as follows:
- 11.2 facsimile, addressed as follows:

**For the Lessee**  
 Mr. Richard D. Johnson  
 Telus Communications Company (Telus)  
 25 York, Street, 22th Floor  
 Toronto, Ontario  
 M5J 2V5

Telephone: 416-496-6893

Fax: 416-992-5684

**For the Lessor**  
 9176-2609 QUÉBEC Inc.  
 Real Estate Director  
 4 Place du Commerce, suite 500  
 Verdun, QC H3E 1J4

Telephone ; 514-281-4040



Fax : 514-281-6931

Any notice sent in accordance with the foregoing shall be deemed to have been received by the addressee the same business day of its delivery if delivered by hand, on the following business day if sent by fax, or on the third (3<sup>rd</sup>) business day following that upon which it was mailed, whichever the case may be. Each party may notify the other of any change of address or fax number for the purposes hereof by sending notice to that effect in the abovementioned manner.


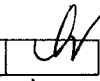
## ARTICLE 12

### OTHER PROVISIONS

- 12.1 **Severability.** Should any clause, obligation or undertaking set out in this Lease, or the enforceability thereof against any person whomsoever or event whatsoever, be to any extent ruled null or unenforceable by a court of competent jurisdiction, the rest of this Lease or the enforceability of its clauses, obligations or undertakings by or against persons or events other than those that were ruled null and unenforceable shall in no way be affected by this nullity or unenforceability, and each clause, obligation or undertaking in this Lease shall remain separate, valid and enforceable to the fullest extent permitted by law.
- 12.2 **Entire Agreement.** This Lease, including the attached Schedules "A" and "B" and any other document referred to herein, comprise the entire agreement entered into by the parties and shall neither be amended nor changed except by written instrument signed by both parties.
- 12.3 **Other Agreements entered into Between the Parties.** Notwithstanding this Lease, any term and condition of any other agreement, past or future, entered into between the Parties in respect of the Building shall remain in full force and effect. Consequently, expiry of the Lease Term or the Extension Period or the early termination hereof shall not terminate any contract entered into between the Parties, and the terms and conditions thereof shall remain unchanged.

	
Lessee	Lessor
Initials	

- 12.4 **Successors and Assigns.** This Lease is binding on and inures to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.
- 12.5 **Confidentiality.** The Lessor hereby acknowledges the confidential nature of the information contained herein and that the information relates to the Lessee's competitive environment, and undertakes to refrain from disclosing said information to third parties, except to hypothecary creditor, potential buyers, banks, professional real estate appraisers, auditors and accountants or other consultants having a reasonable need to know the said information. However, any such person shall first undertake to preserve the confidentiality of the information contained herein.
- 12.6 **Applicable Law.** This Lease shall be governed by the laws of the province of Québec and submitted to municipal Regulations and all actual or eventual patrimonial designation or other categories under which the building is or could be classified during the Term or the Extension Period. The Lessee hereby declares that he is aware of such laws and regulations applicable to the building, and therefore undertakes to comply with all laws, rules and regulation applicable or to be applied to the building during the Term or the Extension Period of this Lease.
- 12.7 **Security.** The Lessee shall ensure the security of all of its assets, employees and representatives, and protect access to the Leased Premises. Notwithstanding the foregoing, the Lessor shall cooperate with the Lessee in order to ensure that all necessary measures to that end are taken, including, more particularly the installation of the Equipment and the Equipment Room in accordance with the *Canada Labour Code*.
- 12.8 **Cooperation.** The Lessor agrees and accepts to cooperate with the Lessee, at the latter's expense, in order to obtain all necessary authorizations from any municipality, the Ministère des Communications, the Ministère des Transports and any other government authority having jurisdiction over the construction, operation, maintenance, repair and replacement of the Equipment and the Equipment Room.
- 12.9 **Execution and Delivery.** Notwithstanding the Lessee's preparation of this Lease and ancillary documents for signing purposes, this Lease is delivered to the Lessor upon the condition and subject to the mutual understanding that it shall not be binding on the parties until such time as this Lease has been signed and delivered by all parties.
- 12.10 **Fire Alarm Control Panel.** In order to comply with municipal by-laws, the Lessee shall be entitled to connect itself to the Lessor's fire alarm control panel, this at the sole expense of the Lessee, and if the Lessor or the alarm service provider can accommodate the Lessee to obtain such connection.
- 12.11 **Relocation of Leased Premises.** If, for technical reasons, the location of the Leased Premises no longer complies with the selection criteria established by the Lessee for the efficient operation of its network, or if the government or some relevant government authority should so require, the Lessee may, after having first obtained the written consent of the Lessor, which consent may not be unreasonably withheld, relocate the Equipment to another part of the Building, at no cost to the Lessor. Lessor shall also be entitled to ask for the relocation of part or whole of the Equipment by the Lessee if such Equipment interferes with Rights or advantages granted to other Lessees or for the Lessor own Equipment. Approval from the Lessee concerning such relocation shall not be unreasonably withheld. Such relocation shall not be prejudicial to the purpose of the present Lease nor to the activities of the Lessee and shall be executed with no charge for the latter. In the event of a relocation of the Equipment, the Plan shall be amended to reflect the site of the new Leased Premises and its location and shall form an integral part of the present Lease.
- 12.12 **End of Lease and Restoration of the Leased Premises.** At the end of the Term or the Extension Period, or if the Lessor executes his right to terminate the present Lease, the Lessee will be responsible the restoration of the Leased Premises, the removal of the Equipment, the withdrawal of every fixation or works done for the installation of the Equipment or the Equipment Room, as it was before installation by the Lessee at its own expense, and shall leave the Leased Premises in good condition, except for normal wear and tear. The Lease shall not be deemed terminated until complete withdrawal of every fixture or works done and total restoration of Leased Premises under the conditions provided herein.
- 12.13 This Lease, as well as any and all accessory documentation, has been drawn in English at the specific request of the parties hereto. / Ce bail ainsi que tous les documents accessoires audit bail ont été rédigés en langue anglaise à la demande spécifique des parties
- 12.14 **IN WITNESS WHEREOF the parties have signed this Lease.**

	
Lessee	Lessor
Initials	

12.15 TELUS COMMUNICATIONS COMPANY

Per: [Signature]  
Name: Robert Beatty  
Title: AVP Building Access  
Date: FEB 05 / 2013

KIMWOOD STE-CATHERINE HOLDINGS ULC for 9176-2609 QUÉBEC Inc.

Per: [Signature]  
Name: Levena Toledano  
Title: Controller and Director of Finances  
Date: Feb 12, 2013

<u>[Signature]</u>	<u>[Signature]</u>
Lessee	Lessor
Initials	





**SCHEDULE "A"**

**LAND**  
(Legal Description)

An Building having front on 355 Ste-Catherine, City of Montreal , Province of Quebec designated as follows:

Lot number ONE MILLION THREE HUNDRED AND FORTY THOUSAND SIX HUNDRED AND SIXTEEN (1 340 616) of the Cadastre du Québec, Registration Division of Montreal.

With the building thereon erected bearing civic numbers 355 and 359 Ste-Catherine Street West, Montreal, Province of Québec.

	
Lessee	Lessor
Initials	