

**LEASE AMENDMENT AGREEMENT NO. 3 ENTERED INTO IN MONTREAL,
PROVINCE OF QUEBEC AND DATED FOR REFERENCE AS OF FEBRUARY 7, 2012.
BETWEEN: ADMINISTRATION ONZE TRENTE SHERBROOKE INC. having its head
office at 1130 Sherbrooke W, Suite PH2, Montréal (Québec) H3A 2M8**

(the "Lessor")

AND: TELUS COMMUNICATIONS INC. (successor in title to TELUS
Communications (Quebec) Inc.), a corporation having its head office at 120 —
7th Avenue SW, 4th floor, Calgary, province of Alberta, T2P 0W4;

(the "Lessee")

WHEREAS Administration Onze Trente Sherbrooke Inc. entered into an Service Provider
Access Agreement dated the fourteenth (14th) day of December 2001 (the "**Original Lease**")
whereby Administration Onze Trente Sherbrooke Inc. leased to the Lessee certain premises
containing a Gross Leasable Area of approximately one hundred (100) square feet (the
"Premises") located on the floor SL of the building known as 1130 Sherbrooke West, in
Montreal, Province of Quebec (the "**Building**").

WHEREAS the Lessor and the Lessee entered into a Renewal Agreement dated the thirteenth
(13th) day of November 2006 (the "**Renewal Agreement**") whereby Administration Onze Trente
Sherbrooke Inc. renewed the Original Lease for a period of five (5) years commencing on the first
(1st) day of November 2006.

WHEREAS the Lessor and the Lessee entered into a second (2nd) Renewal Agreement dated the
eighth (8th) day of April 2008 (the "**2nd Renewal Agreement**") whereby Administration Onze
Trente Sherbrooke Inc. renewed the Original Lease for a period of five (5) years commencing on
the first (1st) day of November 2008.

WHEREAS the Lessor and Lessee wish to amend the Lease and the Renewal Agreement and the
2nd Renewal Agreement.

NOW, THEREFORE, THE LESSOR AND THE LESSEE AGREE AS FOLLOWS:

1. PREAMBLE AND CAPITALIZED TERMS

The above preamble is deemed to form part of this Agreement as if recited at length herein and all
capitalized terms used in this Agreement shall have the same meaning as the one respectively
ascribed to them in the Lease and the Renewal Agreement unless otherwise defined herein.

2. AMENDED TERMS

The Term of the Lease is hereby extended for a period of five (5) years commencing on November
1, 2011 and terminating October 30, 2016.

During the Renewal Period, the Lessee shall pay to the Lessor annual rental of \$8,000.00. This amount reflects the "Additional Cooling]" provided to the Lessee at the rate of \$1,500 per annum and shall be payable together with the current Annual Rent. For further clarity, from November 1, 2011 to the expiry of the term on October 31, 2016, the revised total Annual Rent payable by the Lessee shall be \$6,500.00 the "Annual Rental" plus \$1,500.00 the "Additional Cooling" for a total payable by the Lessee of \$8,000.00 per annum.

The Lessee shall have the right to renew the Lease for one (5) further, under the same terms and conditions, except for the annual rental which shall be mutually agreed to based on market rent for similar premises. The Lessee shall exercise its option to renew by written notice to the Lessor at least six (6) months prior to the expiration of the relevant period.

Effective upon execution of this Agreement, the Lessor shall contact the Lessee in the event of any planned and/or staged fire drills, generator and other base building testing which could impact telecommunications and or other service to the building and more specifically to the Premises.

Notice should be given via email and telephonic notice to TELUS Event Management, at EysziManager@telus.com, 888-530-7755 and at TELUS Threat and Release notifications - Bgleases@telus.com. For emergency issues, telephonic contact to be made to TELUS Power NOC - 1 - 800-887-1221, option 3, 3. The Lessee shall notify the Lessor during the Term of the Lease in the event of any changes to the above-stated contact information.

3. LEASE

The parties confirm that the Original Lease and the Renewal Agreement as modified by the provisions of this Agreement shall continue to apply, except as otherwise provided for under this Agreement, the Lease will continue to be in full force and effect and will continue to bind the parties.

4. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to its subject matter. No subsequent amendment to this document shall be binding upon the parties unless made in writing and signed by each of them. If any provision of this document is declared invalid by a competent tribunal, the remainder shall not be affected thereby.

5. LANGUAGE

The parties to this agreement have requested that this document be drawn up in English. *Les parties ont exigé que ce document soit rédigé en anglais.*

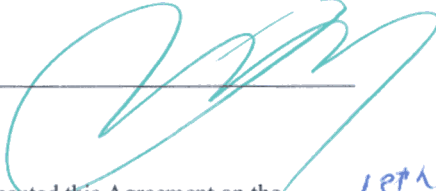
6. ACCEPTANCE

This Agreement is open for written acceptance until 4:59 pm on the 23rd day of March 2012, after which time, if not accepted, this Agreement shall be null and void and of no further effect and neither party shall have any claim against the other with respect therefore. This Agreement may be accepted by signing and returning one duplicate copy or facsimile of this Agreement.

IN WITNESS WHEREOF the Landlord has executed this Agreement on the 19 day of MARCH, 2012.

ADMINISTRATION ONZE TRENTE SHERBROOKE INC.
(the "Lessor")

Per: _____



IN WHEREOF the Tenant has executed this Agreement on the 18th day of MARCH 2012.

TELUS COMMUNICATIONS INC.
(the "Lessee")

Per: _____



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