

EXTENSION AND AMENDING AGREEMENT EFFECTIVE AS AND FROM AUGUST 1, 2012

BETWEEN: **777 BAY LIMITED PARTNERSHIP**, acting and represented by its general partner, **777 BAY GP INC.**, represented by its agent, **CANDEREL COMMERCIAL SERVICES INC.**;
(hereinafter referred to as the "**Licensor**")

AND: **TELUS COMMUNICATIONS COMPANY**
(hereinafter referred to as "**Licensee**")

WHEREAS pursuant to a Telecommunications License Agreement made as of August 1, 2007 (the "License") between 777 BAY STREET ASSOCIATES, LP (the "Prior Licensor") and Licensee, the Licensee was granted certain rights to use the Equipment Room and Deemed Area and install, operate and maintain telecommunications appurtenances (as more fully described in the License) used to supply Services to the Ontario Government tenant situated in the building bearing civic number 777 Bay Street, City of Toronto, Province of Ontario (the "Building"), for a term expiring July 31, 2012 (the "Term"), the whole in accordance with and subject to the conditions set forth in the License;

WHEREAS the Licensor is the assignee of all of the rights, title and interest of the Prior Licensor and any successors thereof in and to the License and the Building;

WHEREAS the Licensee wishes to extend the Term for a period of five (5) years, the whole in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1 **PREAMBLE**

1.1 The preamble hereto is true and correct and shall form an integral part of the present Agreement.

1.2 All terms and expressions in this Agreement with the first letter in upper case have the meaning attributed thereto in the License unless the contrary is herein provided or the context dictates otherwise.

ARTICLE 2 **EXTENSION OF TERM**

2.1 The Term of the License is hereby extended for a period of five (5) years commencing August 1, 2012 and terminating July 31, 2017 (the "Extended Term") on the same terms and conditions, subject to the provisions hereinafter set forth.

2.2 Throughout the Extended Term, the Licensee shall pay the Licensor:

- (i) an annual License Fee of Four Thousand Five Hundred Twenty-Four Dollars (\$4,524.00) per annum, plus H.S.T. and all other applicable taxes, payable in advance annually on the first day of August; and

Initials	
Licensor	Licensee

- (ii) all other amounts payable under the License including, without limitation, the Recoverable Costs, the cost for Licensee's electricity consumption in the Building and all other charges, outlays and expenses payable by Licensee pursuant to the License;

the whole in accordance with the provisions of the License.

ARTICLE 3 THE LICENSE

3.1 All the terms of the License, except to the extent modified by this Agreement, shall continue to apply mutatis mutandis during the Extended Term.

3.2 Any notice required to be given to the Tenant pursuant to this Agreement or to the License shall be addressed to the Tenant at:

TELUS Communications Company
25 York Street
22th Floor
Toronto, ON
M5J 2V5

Attention: Richard D. Johnson, CLO, FRI(E)
 Manager, Building Access

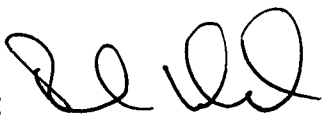
or such other address as designated by the Tenant from time to time.

ARTICLE 4 OTHER PROVISIONS

4.1 The Licensee represents and warrants that no broker, agent or other intermediary introduced the parties or negotiated or was instrumental in negotiating or consummating this Agreement. Licensee shall pay for and indemnify and hold harmless the Licensor from any and all other fees, costs or commissions of any other party claiming to represent it in connection with this.

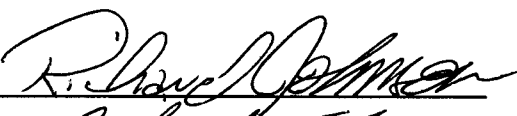
IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THESE PRESENTS

777 BAY LIMITED PARTNERSHIP, acting and represented by its general partner, **777 BAY GP INC.**, represented by its agent, **CANDEREL COMMERCIAL SERVICES INC.** (Licensor)

Per: 
Name: Richard D. Johnson
Title: ASO

I have authority to bind the corporation

TELUS COMMUNICATIONS COMPANY (Licensee)

Per: 
Name: Richard Johnson
Title: Manager, Building Access

I have authority to bind the corporation