

AGREEMENT OF LEASE

signed on

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between

**HOMBURG TRUST (189)**

acting by its sole trustee

**2226012 ONTARIO INC.**

(The Lessor)

and

**TELUS COMMUNICATIONS COMPANY**

(the Lessee)

**COMINAR**  
1 Place Alexis Nihon  
Suite 1010  
Montréal, Québec H3Z 3B8

LEASE entered into in Montréal, Québec, on this \_\_\_\_\_ day of \_\_\_\_\_ 2012 (the Lease)

**BETWEEN:** **HOMBURG TRUST (189)** acting by its sole trustee **2226012 ONTARIO INC.**, a company duly incorporated under the laws of the Province of Ontario, having a place of business at 1 Place Alexis Nihon, Suite 1010, in the City of Montréal, Province of Québec, H3Z 3B8, herein represented by and acting through Annie Daniel, General Manager, Operations, duly authorized for the purposes hereof, as she so declares

(the Lessor)

**AND:** **TELUS COMMUNICATIONS COMPANY**, a Canadian corporation with its office located at 25 York Street, Toronto, Ontario M5J 2V5 represented by Robert Beatty, AVP Building Access, duly authorised for the purposes hereof, as it appears in the resolution enclosed in **Schedule C**.

(the Lessee)

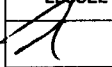
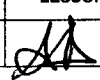
**THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:**

**1. DESCRIPTION OF THE LEASED PREMISES**

- 1.1. The Lessee leases certain areas located in the building bearing civic address PLACE ALEXIS NIHON, in the City of Montréal, Province of Québec (the **Building**). The areas leased by the Lessee are shown on the photos plans attached hereto as **Schedule A** (collectively the **Leased Premises**) and comprise:
  - 1.1.1. Exclusive use Telecommunications Equipment Room : (100 square foot room at P3 level, number 507-A) and a conduit leading to Tower 1 and Tower 2, as identified in the plans to be attached hereto as **Schedule A**;
  - 1.1.2. The spaces occupied by the ducts and sleeves of the Building for the transmission lines and reception of the Lessee, the spaces occupied by the Lessee in each telecommunication room for the purpose of servicing specific clients of specific floors, such spaces shall be illustrated in plans attached hereto as Schedule \_\_\_\_.
  - 1.1.3. A fiber optic network, as identified in the plans attached hereto as Schedule \_\_\_\_.



**2. USE OF LEASED PREMISES AND EQUIPMENTS**

- 2.1. The Lessee undertakes to use the Leased Premises for the sole purpose of installing and operating equipments to provide telecommunications services to tenants of the Building, being (collectively the **Equipments**):
  - 2.1.1. Demarcation Point;
  - 2.1.2. panels;
  - 2.1.3. fibers;
  - 2.1.4. cables;
  - 2.1.5. conducts;
  - 2.1.6. all the equipments relating to the operation and use of the Equipments; and
  - 2.1.7. all the additions, modifications and improvements to the Equipments.
- 2.2. The Leased Premises and the Equipments are subject to the plans "as constructed". The plan "as constructed" approved by the Lessor shall be final and shall bind all parties as of the Commencement Date. The description of the Leased Premises, the Equipments and the Gross Rent and all other relevant financial provision related to the Leased Premises or the Equipments shall be adjusted accordingly.
- 2.3. The Lessee undertakes to identify the Equipments, and more particularly the cables located in the telecommunication rooms (risers) and the fiber patch panels in accordance with the Lessor's specifications attached hereto as **Schedule B**.
- 2.4. The Lessee shall not permit any other person to share or use the Lessee's Equipments, except for the Lessee's customers in the Building with whom it shall execute a telecoms service agreement or to have access to the Leased Premises, without the prior written consent of the Lessor. The Lessee acknowledges and agrees that it cannot use the

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Equipments or the Leased Premises for the resale, direct or indirect, of services to other users (such as other providers of telecommunication services), without the prior written consent of the Lessor. If the Lessee manifests such request to the Lessor, the Lessor shall have the option, without restriction, to refuse or consent to the Lessee's request. In case of consent, the parties undertake to modify the Gross Rent payable and all other relevant condition of the Lease in proportion with the additional revenues generated from the Equipments and the Leased Premises.

- 2.5. The Lessee acknowledges and agrees that the present Lease does not grant to the Lessee an exclusive right to the installation and the operation of the Equipments in the Building or the use the Lessee intends to make of the Equipments or the Leased Premises, it being understood that the Leased Premises or parts thereof are used in common with other users and tenants of the Building.
- 2.6. The Lessee undertakes to take all the necessary measures in order to ensure that the Equipments and the use in the Leased Premises do not cause any interference or jamming with the communications systems or other telecommunication equipments, electronic or the waves received or transmitted legally, of any kind whatsoever, located in the Building. It is expressly understood that if the Equipments interfere with other telecommunication installations in or between the Building or with any lessee's, user's or other occupant's use or operation of communication or cause any health problems or any other problems to the Lessor, the Lessee undertakes, within 10 days following the Lessee's receipt of the Lessor's notice to that effect, to immediately take all the necessary measures to rectify such situation (more particularly, to remove the Equipments or to change their site, as the case may be), failing which the Lessor may proceed to remove, relocate or take any other measure necessary, at the expense of the Lessee (to which an Administration Fee is added), those fee being payable upon the Lessor's demand.
- 2.7. The Lessee undertakes not to disturb the peaceful enjoyment of the other lessees or users of the Building, failing which, the Lessee will be liable towards the Lessor and the other tenants or users, for any damage that may result, from the Lessee's own acts or omissions or by the acts of persons which the Lessee has allowed to use or have access within 15 days following the Lessor's notice to that effect or any other delay deemed reasonable by the Lessor, considering the nature of the infringement or the enjoyment.
- 2.8. Within 10 days following the Lessor's request to that effect, the Lessee undertakes to remove all part of the Equipments fallen into disuse or which are no longer in service and undertakes to repair or refinish all damages caused by that removal, in accordance to Articles 7 (Condition and Maintenance of the Leased Premises) and 13 (Condition of the Leased Premises at the end of the Term) of these presents.
- 2.9. The Lessee undertakes not to install any sign or advertising material of any kind in the Leased Premises or part of them and not to obstruct the windows or other opening or access of the Building.
- 2.10. The Lessee undertakes not to install in the Leased Premises or in the Building equipment or machinery (whether part of the Equipment or not) which produce noise or vibrations that may be heard or felt in the Leased Premises or in the Building or which can cause damages to the structure of the Building.
- 2.11. The Lessee acknowledges that the present Lease prohibits the installation and the operation of all forms and types of equipments other than the Equipments, except with the prior written consent of the Lessor. It is understood that in the event the installation and the operation of equipments other than the Equipments results in an increase in the Leased Premises square footage, such increase shall give rise to a pro-rated increase of the Gross Rent to be determined by the parties.
- 2.12. If additional equipment (pipes, conduits or other) is to be installed under or above the Land or outside of the perimeters of the Land up to the Leased Premises, these equipments and their installations shall be made at the Lessee's cost.
- 2.13. The Lessee shall not commit any act which interferes with the ventilation and air conditioning systems of the Building or which imposes an additional demand on the ventilation and air conditioning systems of the Building.
- 2.14. Except in the event of an emergency, upon installation of the Equipment in the common areas or in premises leased by third parties in the Building, it is understood and agreed that the Lessee must be accompanied. The Lessee must therefore give to the Lessor a minimum prior written notice of 48 hours during work days in order to coordinate such access, the Lessor undertaking to make all reasonable efforts to accommodate the Lessee. In the event of any emergency, the Lessee shall give to the Lessor as much

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advance notice as reasonably possible of its intent to enter the Leased Premises and, within five (5) business days following the entry, shall provide to the Lessor a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.



**3. TERM**

- 3.1. The Lessee leases the Leased Premises for a period commencing on February 1<sup>st</sup> 2013 (the **Commencement Date**) and ending on January 31<sup>st</sup> 2023 (the **Term**). The Term cannot be renewed tacitly.
- 3.2. Provided the Lessee has respected its obligations under the Lease, the Lessee shall have the right to renew the Term for an additional period of 5 years commencing February 1<sup>st</sup>, 2023 and ending on January 31<sup>st</sup>, 2028 (the **Renewal Term**).  

The Lessee must advise the Lessor, in writing, of its intention to exercise the option to renew at least 6 months prior to the expiration of the Term, failing which this option to renew shall become null and void and without any further effect whatsoever. All terms and conditions of the Lease shall apply during the Renewal Term, except for Articles 3.2, 4.1 and 6.1. The Gross Rent and the Fees payable during the Renewal Term shall be negotiated by the parties, acting reasonably. If the parties are unable to agree on the Gross Rent payable during the Renewal Term within 180 days following the Lessor's receipt of the Lessee's notice, this option to renew shall become null and void and of no further effect whatsoever, and the Term shall end on the date set forth in Article 3.1 herein.
- 3.3. In the event the Lessor and the Lessee cannot reach a definitive agreement on the option to renew, the Lessor will grant up to 180 days of occupancy of the Leased Premises after the expiration of the Term or the Renewal Term, as the case may be, such occupancy being paid on a prorata basis, on the first day of each month, at an annual rental cost of the last year of the Term of the Lease plus CPI increase as calculated in article 4.3.
- 3.4. If the Lessor wishes to develop or to modify the Building in whole or in part, in a manner which the Leased Premises or some of the Equipments need to be moved or removed in a temporary or permanent way, the parties may agree on the relocation of the Leased Premises in accordance to Article 9 (RELOCATION), failing which the Lessor might terminate the Lease with a 60 day written notice, without penalty, charge or recourse whatsoever of the Lessee towards the Lessor.

**4. GROSS RENT**

- 4.1.1. Throughout the Term, the Lessee covenants to pay to the Lessor, without any notice, deduction, reduction, compensation or abatement whatsoever, an annual rent of \$ 7,800.00, payable in advance, on the first day of each anniversary (the **Gross Rent**), wick Gross Rent comprises of the spaces described in Article 1 above.
- 4.2. It is understood that the Gross Rent may be re-evaluated during the Term (as same may be renewed pursuant to this Lease) if the installation or the use of the Leased Premises or the Equipments cause additional reasonable and direct costs to the Lessor, such as to the Real Estate Taxes, the electricity consumed or the insurance premiums payable by the Lessor. The adjustment of the Gross Rent would take effect within 30 days following the Lessor's notice accompanied with acceptable evidencing documents to that effect.
- 4.3. Additional space for equipment will be leased at a minimum rate of \$25.00 per square foot per year for a minimum space of 10 square feet, except for Point of Presence equipment. All other conditions, including automatic adjustment of the Gross Rent, apply.
- 4.4. Throughout the Term (as same may be renewed pursuant to this Lease), the Lessor shall proceed annually to an automatic adjustment of the Gross Rent. The automatic adjustment shall apply on the anniversary date of the Lease, commencing on February 1<sup>st</sup> 2014 in accordance with the following: by multiplying the Gross Rent payable during the last 12 month period preceding the anniversary date by a fraction the numerator of which is the CPI for the month of April preceding the anniversary date and the denominator is the CPI for the month of February of the previous year preceding the anniversary date. Notwithstanding the above, it is understood and agreed that the Gross Rent may in no event be less than the Gross Rent payable during any preceding 12 month period. The Lessor shall be responsible for annual invoicing to reflect adjusted gross rent.
- 4.5. Any Gross Rent must be paid at 1 Place Alexis Nihon, Suite 1010 Montréal, Québec, H3Z

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3B8 and remitted at a location to be determined from time to time by the Lessor.

**5. TAXES**



- 5.1. The Lessee shall pay to the relevant authority, when due, all taxes, business taxes, water taxes and other taxes (the **Taxes**) imposed on the Leased Premises or the Lessee's activities. Should the method of collecting Taxes be altered so as to make the Lessor liable for payment thereof, the Lessee shall reimburse the Lessor upon demand, in addition to the Gross Rent stipulated above.

**6. FEES PAYABLE BY THE LESSEE**

- 6.1. In addition to the Gross Rent and all other amount payable by the Lessee in virtue of the present Lease, the Lessee undertakes to reimburse to the Lessor, at the remittance of present Lease duly signed by the Lessee, the following fees (to which the applicable taxes are to be added) (the **Fees**) :
- 6.1.1. the direct and reasonable professional fees relative to the preparation of any amendment of the Lease, any ensuing documents or the direct reasonable fees incurred for the analysis by the experts retained by the Lessor to satisfy a request of the Lessee to install equipment anywhere other than in the Leased Premises or equipment that could alter the use of the Leased Premises as described in article 2, to which an Administration Fee is added.
- 6.2. In addition to the foregoing, the Lessee covenant and agrees it shall also pay the following costs to the Lessor, within 30 days following the receipt of Lessor's invoice (to which the applicable taxes are to be added), which are subject to reasonable increases from time to time (the **Additional Fees**):
- 6.2.1. the fees of the administrative charges and technical experts used by the Lessor for the management of the Building's telecommunications infrastructures, in an amount of \$985.00, to which an Administration Fee of 15% is added, for each new installation, modification or changes of equipment and/or cables within the Leased Premises and/or the Building for the benefit of the clients of the Lessee; and
- 6.2.2. inspection fees following the installation of new Equipments within the Leased Premises and/or the Building for an amount of \$285.00 per inspection, to which an Administration Fee of 15% is added. It is agreed that the Lessor shall carry no more than one inspection per installation exercise if installation meets all Standards established in Schedule C, such Schedule being subject to updates from time to time; and
- 6.2.3. when access is required outside of regular business hours, the cost of a security guard (for a minimum of 4 hours per visit) for each installation of Equipments within the Leased Premises and/or the Building (for the Lessee's or its clients benefit), the cost of which is currently established at \$30,00 per hour, including the Lessor's Administration Fee; and
- 6.2.4. the fees relative to the preparation of the Lease for an amount of \$1,000.00 plus applicable taxes; and
- 6.2.5. the fees relative to the preparation of any amendment of the Lease, for an amount of \$ 500.00, any ensuing documents or the fees incurred for the analysis by the experts retained by the Lessor to satisfy a request of the Lessee, to which an Administration Fee is added.

The parties recognize and agree that the foregoing Fees and Additional Fees are recurring charges which apply throughout the Term and any extension or renewal thereof, as the case may be, which Fees and Additional Fees are subject to reasonable increases from time to time in accordance with CPI increases.

The Lessor grants to the Lessee during the whole Term, the right to connect the Equipments to the public electricity network under the rules and recommendation of the authorised providers of electricity. The costs generated by the electricity consumption of the Equipments shall be at the Lessee's cost. The Lessee undertakes to pay to the Lessor all electricity costs related to the operation of the Equipments as reported on the distinct electric meter installed to that effect.

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**7. CONDITION AND MAINTENANCE OF THE LEASED PREMISES**



- 7.1. The Lessee acknowledges that no promises, declarations nor any undertakings from the Lessor exist regarding the condition, any modifications, upgrades or installation of equipment in the Leased Premises and that it takes possession of the Leased Premises on an "as is" basis. Furthermore, the Lessor makes no representation or warranty that the Building, the Equipments or the Leased Premises are adequate or suitable for the Lessee's use, even though the Lessee provides plans (**Schedule A**) to the Lessor for its review and approval, it being assumed that the Lessee has satisfied itself in respect thereof.
- 7.2. The Lessee undertakes to, at its cost, maintain the Equipments and the Leased Premises in a proper state of repair. The Lessee shall be responsible for all costs related to the installation, maintenance, repair, operation, removal or replacement of the Equipment and for any damages caused by the installation, maintenance, repair, operation, removal or replacement of the Equipments. The Lessee undertakes to repair, at its cost, the damages caused by the Equipments or its use of the Leased Premises as soon as they originate or at the Lessor's request. During the Term, the Lessee undertakes to annually inspect the Equipment in order to identify the functionality of the Equipment and remove, at its cost, all Equipment which is abandoned, unused or non functional.
- 7.3. The Lessor may enter the Leased Premises to make all necessary work, replacements, repairs and maintenance, which it deems reasonably necessary. Except in case of emergency, the Lessor undertakes to give the Lessee a reasonable notice before doing those work, replacements, repairs and maintenance of the Leased Premises. Notwithstanding any provision or law to the contrary, it is the Lessee's responsibility to make, without delay and at its cost, all the work, replacements, repairs and maintenance of any nature whatsoever to maintain the Equipments and the Leased Premises in a proper state of repair. More particularly but without limiting the generality of the foregoing, the Lessee undertakes, at its cost, to maintain the Equipments and the Leased Premises in a manner to ensure, that they are in good condition, they do not cause any danger and to reflect the character, quality and image of the Building.

**8. DAMAGE AND DESTRUCTION OF THE BUILDING**

- 8.1. Should the Leased Premises be damaged by a loss covered or not by the Lessor's insurance, the Lessor shall, within 30 days following the date of occurrence of the damage give a notice to the Lessee (the **Loss Notice**), that the Leased Premises are :
  - 8.1.1. wholly uninhabitable or dangerous and cannot be reasonably repaired within 90 days following the loss, either party may terminate the Lease with a retroactive effect to the date of the loss, by giving the other party a notice to that effect within 30 days following the Loss Notice, failing which the Lease shall remain in full force effect;
  - 8.1.2. wholly uninhabitable or dangerous but may be repaired within 90 days following the loss, the Lessor may terminate the Lease with a retroactive effect to the date of the loss, by giving the Lessee a notice to that effect within 30 days following the Loss Notice. If the Lessor chooses not to terminate the Lease, the Lessee continues to pay the Gross Rent abate from the date of the loss until such time that the Leased Premises are repaired and are ready to be occupied by the Lessee.
- 8.2. It is understood that the Lessor shall be under no obligation to repair or rebuild the Building, the Leased Premises or contents thereof.
- 8.3. Should the Lessor decide not to rebuild the Building or not to repair the Leased Premises after a casualty, within 30 days following the Lessee's receipt of the Lessor's notice to such effect, the Lessee may terminate the Lease without penalty, charge or recourse whatsoever of the Lessor against the Lessee. The termination of the Lease shall be effective on the day the Lessor receives the Lessee's notice confirming its intention to terminate the Lease, all financial obligations with respect to the Lease to be terminated at such date.

**9. RELOCATION**

- 9.1. The Lessor has the right to modify at any time the location of the Premises by using other spaces in the Building. If the Premises are already occupied by the Lessee at the date of the relocation, the Lessor will assume the reasonable fees for moving the Lessee to

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another area. Before proceeding to relocate the Premises, the Lessor shall send the Lessee a written notice at least 90 days before the effective date of the relocation if the Premises are already occupied by the Lessee, or at least 15 days in all other cases. The new space assigned to the Lessee therefore becomes designated as the "Premises." All of the conditions of the Lease apply to the said new space. Following the relocation, the new premises assigned to the Lessee shall then be designated as the «Leased Premises». The equipments used by the Lessee shall then be designated as the «Equipments». The Gross Rent shall be adjusted according to the leasable area of the new premises and the Equipments used therein. All the terms and conditions of the Lease shall apply to the new premises.

**10. LAWS AND REGULATIONS**



- 10.1. The Lessee undertakes to comply and ensure that its employees and representatives comply with all laws and regulations applicable and to conduct its business in compliance with the Lessor's known regulations, a copy of which has been provided to the Lessee. The Lessee undertakes to obtain from the concerned authority all the permits required for the use of the Leased Premises the installation and operation of the Equipments, to the complete exoneration of the Lessor.

**11. ASSIGNMENT OF LEASE, SUBLEASE OF THE LEASED PREMISES AND CORPORATE REORGANISATION**

- 11.1. The Lessee shall not assign the Lease or sublease the Leased Premises in whole or in part, nor suffer the Leased Premises to be used by another person in whole or in part without the Lessor's prior written consent. When requesting the Lessor's consent, the Lessee shall remit to the Lessor all information which will allow the Lessor to confirm the financial covenant of the proposed assignee or sublessee, as well as a certified cheque to the attention of the Lessor in the amount of \$1,000.00, plus taxes, to compensate the Lessor for the costs incurred for the review of the Lessee's request.
- 11.2. The Lessor may advise the Lessee that it chooses, in lieu of its consent or refusal, to terminate the Lease as of the fifteenth day following the date on which the Lessor advises the Lessee of its decision, the Lessee hereby agreeing to such termination without penalty, charge or recourse whatsoever of the Lessee against the Lessor.
- 11.3. Any assignee or sublessee must respect the obligations of the Lease, failing which the Lessee shall be deemed in default. Notwithstanding any sublease or assignment, the Lessee's liability shall remain jointly with the assignee or the sublessee, for all of the obligations of the Lessee pursuant to this Lease, the sublease or the assignment of lease, the Lessee hereby relinquishing its right to the benefit of division and discussion. Neither the assignee nor the sublessee has any right to make claims against the Lessor. The occupancy of all or part of the Leased Premises by the assignee or the sublessee, the Lessor's tolerance for such occupancy, or the Lessor's acceptance of any payment from the assignee or the sublessee shall in no event create any obligation of the Lessor towards the assignee or the sublessee.
- 11.4. Should the Lessee wish to undergo a name change, an amalgamation, or be susceptible to a change of control or to any other form of corporate reorganisation, the Lessee undertakes to give prior notice to the Lessor and to supply all necessary information allowing the Lessor to evaluate the consequences of the proposed change on its rights. Notwithstanding the foregoing, such change in the corporation shall not be deemed an assignment and is subject to the provisions of paragraphs 11.1, 11.2, and 11.3 hereof.
- 11.5. The Lessee undertakes to pay to the Lessor any profit received or which it may be entitled to receive from the assignee or the sublessee in addition to the obligations of the Lessee herein, including more particularly, any rent in addition to the Gross Rent.

**12. ASSIGNMENT BY LESSOR**

- 12.1. The Lessor may, at all times, transfer or assign its rights and obligations under the Lease to a third party (the **Assignee**), without the Lessee's consent. In that case, the Lessor shall be released from all liability with respect to any obligations towards the Lessee, provided that such obligations are assumed by the Assignee. The Lessee's rights are subordinate to those of any creditor whose rights create a lien on the Building or to those of any Assignee of Lessor's rights under the Lease. The Lessee undertakes to sign any document or do all things that the Lessor may reasonably request to subordinate the

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Lease to any rights that create a lien on the Building.

**13. CONDITION OF THE LEASED PREMISES AT THE END OF THE TERM**

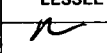
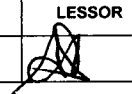
- 13.1. At the end of the Term or its earlier termination, the Lessee shall deliver vacant possession of the Leased Premises and will remove from the Leased Premises and the Building, at its cost, the Equipments and any leasehold improvements related thereto. The Lessee further undertakes to ensure that the Leased Premises and any part of the Building affected by the removal are left clean, in a proper state of repair and are back to their original condition, subject to normal wear and tear. If the Lessee fails to respect its obligations prior to the expiration of the Term or within 10 days following the termination of the Lease, the Lessor may remove all the leasehold improvements and the Equipments and repair the Leased Premises as stipulated above, and the Lessee shall pay upon demand all costs and expenses incurred by the Lessor (including an Administration Fee), such fees being payable upon demand.

**14. WORK PERFORMED BY THE LESSEE**

- 14.1. The Lessee recognizes that all leasehold improvements and work carried out in the Leased Premises before the Commencement Date or thereafter, shall be first approved by the Lessor, and shall meet the following conditions which the Lessee hereby undertakes to respect :
- 14.1.1. submit to the Lessor, prior to the commencement of work, the plans and specifications, duly signed by the Lessee, of all work and improvements, the whole of which shall bear the architect's or the engineer's seal, as the case may be;
  - 14.1.2. when required pursuant to regulations established by regulatory authorities, obtain a building permit and the necessary certificates of compliance;
  - 14.1.3. take all appropriate measures so that no legal hypothec is published against the Building, failing which the Lessee shall be responsible for any costs or damages incurred by the Lessor in discharging such hypothec;
  - 14.1.4. ensure that all work is performed in compliance with the Lessor's reasonable instructions, the Building's rules and regulations as provided to Lessee in advance, in compliance with the National Building Code, the National Fire Prevention Code, as well as regulations, rules, ordinances, permits and authorisations, emanating from governmental authorities, be they municipal, provincial or federal, and applicable to the Lessee's work;
  - 14.1.5. when reasonably required by the Lessor, ensure that work is performed after the hours of operation;
  - 14.1.6. ensure that all work affecting the electrical and mechanical systems and the structure of the Building are performed by engineers and contractors approved by the Lessor;
  - 14.1.7. subscribe to and supply a certificate of insurance to the Lessor for a civil liability insurance (which shall include the Lessor as a additional insured) for a minimum amount of \$5,000,000.00, covering the construction activities in the Building for a period ending when a certificate confirming the termination of work is emitted;
  - 14.1.8. retain the services of contractors and subcontractors which hold valid construction licenses and are in conformity with the "Commission sur la Santé et la Sécurité au Travail" and the "Commission de la Construction du Québec" (the contractors and subcontractors undertaking to remit to the Lessor a copy of the licenses and documents of compliance before commencing any work);
  - 14.1.9. within 4 weeks following the completion of the improvements, supply to the Lessor the plans, as constructed of the professionals (on disk, CD and a paper copy), shop drawings, balance reports, plans approved by the municipality, and operating manuals.

**15. INSURANCES**

- 15.1. Throughout the Term, the Lessee shall, at its own expense, subscribe to and keep in force the following insurance coverage:



INITIALS	
LESSEE	LESSOR
	



- 15.1.1. public liability of businesses insurance, covering all acts the Lessee could be held responsible for and covering the Leased Premises for a minimum amount of \$5,000,000.00 for each occurrence or for any greater amount which the Lessor may reasonably request, which insurance must contain the guarantees required by the Lessor;
- 15.1.2. a broad form insurance coverage or equivalent self insurance in the event the loss does not exceed the insurance policy deductible for all of the property located in the Leased Premises (such as the leasehold improvements), for an amount equal to their replacement cost, without deduction for depreciation, which insurance shall have an endorsement for "replacement value" and any other endorsements required by the Lessor;
- 15.1.3. business interruption insurance "broad form" or equivalent self insurance in the event the loss does not exceed the insurance policy deductible providing standard coverage for a minimum period of 12 months, the amount of which shall be sufficient to compensate the Lessee for all loss of earnings and for additional expenses attributable namely to the perils to be insured against pursuant to subparagraphs above-mentioned, which insurance shall also include endorsements required by the Lessor;
- 15.1.4. all other insurance which the Lessor may reasonably require.
- 15.2. All Insurances be subscribed from insurers and provide that the policy will be maintained and will not be cancelled or modified unless Telus warrants the Lessor.
- 15.3. The Lessee shall:
  - 15.3.1. not do anything which increases the risk of fire and the insurance premium rates for the Building;
  - 15.3.2. comply with the requirements of the Lessor's insurers or of any associations of insurers having jurisdiction in such matters; and
  - 15.3.3. not keep Contaminants and Hazardous Materials in the Leased Premises unless such materials are required for its business and, in such a case, in such quantities as are permitted by the Lessor's insurance policies, failing which the Lessee shall pay to the Lessor any resulting increase of the insurance premiums.
- 15.4. The Lessee remits to the Lessor certificates of insurance confirming that the Lessee subscribes to the policies required herein, at least 10 days prior to taking possession of the Leased Premises and thereafter, within 10 days of the renewal thereof.

**16. RESPONSABILITY AND INDEMNISATION**

- 16.1. The Lessee undertakes, at all times, to save and hold harmless the Lessor, its representatives, agents or employees from any claims, losses, costs, fees, expenses, damages for bodily injury, moral damages, property damages, actions, suits or any other procedure whatsoever from anyone caused by the Lessee's use of the Leased Premises or any action or anything made or maintained by the Lessee in the application of the Lease or the exercise, in any way, of rights under the Lease unless such damages are attributable to the fault or negligence of the Lessor or its employees, its representatives or its agents acting or not in the exercise of their functions or their employment.
- 16.2. The Lessee undertakes to indemnify the Lessor against any penalty, damage or costs attributable to Lessee's failure to comply with the applicable federal, provincial, municipal and other regulatory authority laws or regulations related to the conduct or the operation of the Leased Premises, the Equipments and the parts related therein.
- 16.3. The Lessee undertakes to save and hold harmless the Lessor against any and all actions, suits, proceedings, claims, damages, costs and expenses of every kind and by anyone acting on behalf of the Lessee or for whom the Lessee is responsible at law arising out of or attributable to the conduct or the operation of the Leased Premises, the Equipments, cables, fiber and all other equipments and parts related and to discharge any privilege or legal hypothec published against the Building following the work done for or at the Lessee's request.
- 16.4. The Lessor shall not be liable for damages occurring inside the Leased Premises or in the Building, from any cause whatsoever, unless directly caused by the Lessor's fault or negligence. Even if the damages are attributable to the Lessor's fault, its liability shall not extend to the Equipments or the loss of earnings of the Lessee.

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- 16.5. Notwithstanding the foregoing, neither party shall be liable to the other for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind, or increased cost of operations.

**17. UNDERTAKINGS REGARDING THE ENVIRONMENT**

- 17.1. During the Term, the Lessee undertakes to respect the Environmental Legislations, to immediately comply with same, and to immediately advise the Lessor of any discharge or the presence inside or outside the Leased Premises of Contaminants and Hazardous Materials. The Lessee undertakes to complete the environmental questionnaire attached hereto as **Schedule C** and to advise the Lessor of any change in its activities which may modify the information provided therein.

**18. DEFAULTS OF THE LESSEE**


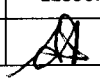
- 18.1. In the event the Lessee fails to comply with the terms and conditions of the Lease within 5 days following the Lessor's notice to that effect, becomes insolvent, becomes bankrupt, makes an assignment to its creditors, seeks protection under any law protecting bankrupt or insolvent debtors, is the object of any procedure related to bankruptcy, insolvency, liquidation or dissolution or loses control of the property located in the Leased Premises, the Lessor may, alternatively or cumulatively to any other recourses available to the Lessor under the Lease or the law:
- 18.1.1. remedy the default, at the Lessee's expense, to which an Administration Fee shall be added, the Lessee hereby agreeing to reimburse these amounts to the Lessor, upon demand;
  - 18.1.2. terminate the Lease by remitting a prior written notice to the Lessee, the termination being effective on the fifth day following the Lessor's notice, and the Lessee hereby agreeing to vacate the Leased Premises at the expiration of the 5 day notice. Should the Lessor terminate the Lease as provided herein, it may take possession of the Leased Premises, without further notice to the Lessee or further legal proceedings, or remove any or all of the Lessee's movables from the Leased Premises, and lease the Leased Premises immediately following the expiration of the 5 day time limit;
  - 18.1.3. claim from the Lessee, as liquidated damages, the full amount of Gross Rent due and the full amount of Gross Rent payable during the Term or; if the Lease is terminated, for the portion of the Term remaining regardless of the termination which shall immediately and automatically become due and payable by anticipation, without limiting the other recourses conferred to the Lessor by this Lease or the law;
  - 18.1.4. claim from the Lessee all damages suffered as well as all expenses (legal or otherwise) incurred by the Lessor pursuant to the default of the Lessee, plus
  - 18.1.5. interest at the Prime Rate.

**19. NOTICES**

- 19.1. Any notice to be given under the Lease shall be sent by registered mail, by telecopy transmission or delivered in person at the following addresses. Notices sent by registered mail or delivered in person shall have been deemed received on the day of their reception and those by telecopy the business day following their transmission.
- 19.2. Any notice to be given by the parties shall be sufficiently given to the other one at:

Lessee	Lessor
<b>TELUS COMMUNICATIONS .</b> 25 York Street Toronto, Ontario M5J 2V5 22 <sup>nd</sup> floor Tel: 416-496-6893 Fax: 647-837-9501 Attention: Manager, Building Access	<b>HOMBURG TRUST (189)</b> 1 Place Alexis Nihon bureau 1010 Montréal (Québec) H3Z 3B8 Fax : (514) 931-1618 Attention: General Manager, Operations

- 19.3 For planned power outage notices, please email the following people:

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- a) Event Management: [eventmanagement@telus.com](mailto:eventmanagement@telus.com)  
1-888-530-7755
- b) Telus Threat and Release notifications: [releases@telus.com](mailto:releases@telus.com)
- c) Copy via email: Pan Sciore, Telus National Power Standards, 1-403-530-4448  
[pan.sciore@telus.com](mailto:pan.sciore@telus.com)

**20. PUBLICATION**



- 20.1. The Lessee has the right to publish the rights conferred to it by the Lease by notice only, and without mention of any of its financial terms. The Lessee undertakes to submit any publication notice to the Lessor for its prior approval. At the end of the Term, the Lessee undertakes to discharge the Lease's publication, at its cost, failing which the Lessor may do so, at the Lessee's cost (plus an Administration Fee), the Lessor hereby being deemed the Lessee's mandatory for such purpose, without any other formality, the whole at Lessee's cost which the Lessee hereby agrees to reimburse to the Lessor upon demand.

**21. CONFIDENTIALITY**

- 21.1. The Lessee agrees that this present Lease is and will remain at all times confidential. Accordingly, the Lessee undertakes to treat, the Lease and its amendments and any other documents related to, with the utmost discretion and confidentiality and without limitation, the Lessee shall not be reproduced the conclusion of the Lease. The Lessee undertakes to ensure that its employees and representatives respect this provision at all times. Furthermore, the Lessee undertakes not to disclose, in any way, the terms, conditions and any other information of this Lease, except as mandated by the CRTC.

**22. DEFINITIONS**

- 22.1. « Administration Fee »: means an annual administration fee which is currently of 15%, calculated on the total of the costs on which they apply, subject to any increase determined by the Lessor from time to time.
- 22.2. « Cadastral Designation»: lots numbers 1 180 549, 1 285 679, 1 285 680, 1 285 681 and 1 285 682 of the Cadastre of Québec, Registration Division of Montréal.
- 22.3. « Conduits » means the pipes, drains, main conductor, conduits, wires, cables, optical fibre, data or impulse transmissions, communication or reception systems, ducts, pipes or any other conductor medium, including, without limiting, fixtures, dormer, caps, covers or other ancillary apparatus, which are in, on or over the Building and necessary to the operation of the Leased Premises and the Equipments.
- 22.4. « Contaminants and Hazardous Materials »: have the meaning attributed thereto in the Environmental Legislation and include any material which, because of its properties, presents a real or potential hazard to the environment or the health of users of the Building or of the Leased Premises.
- 22.5. « CPI » means the Consumer Price Index (without taking into account quarterly periods) for the urban agglomeration which is closest to the Building, as published by Statistics Canada or replacement agency, or if such an index is not published, the index which is the most similar to it, with the appropriate adjustment on the basis for comparison if the calculation is different.
- 22.6. « Environmental Legislation » including, more particularly, all federal, provincial or municipal legislative and regulatory environmental provisions, including, in all cases, any judgements, orders, notices of offence or other notices, decrees, codes, rules, instructions, policies, guidelines and guides, authorisations, certificates of authorisation, approvals, permits and licenses issued by any authority having jurisdiction, the whole as amended from time to time.
- 22.7. « Gross Rent» means the base rent, the Operating Expenses, the Real Estate Taxes.
- 22.8. « Operating Expenses » all costs attributable to the operation, administration, maintenance, repair, supervision and management of the Building, plus an Administration Fee.
- 22.9. « Prime Rate » the rate designated from time to time by the National Bank of Canada as being its prime rate, plus 5%.

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- 22.10. « Real Estate Taxes »: a tax or surtax imposed by a local authority or school commission on a building or with regards to same, provided it is imposed independently of the use of the Building, and including the interest of deferred payments but excluding the taxes on the Lessor's revenues or on its capital (except for the part of tax on capital attributable to the Building, which is including) and any taxes on real estate transfers and an Administration Fee is added on the Real Estate Taxes.
- 22.11. « Rent » the Rent, the fees and all other amount payable by the Lessee under the Lease.



**23. GENERAL PROVISIONS**

- 23.1. The signatories to the Lease represent that they are duly authorised to bind the parties they represent.
- 23.2. The Lease is governed by the laws of the Province of Québec and any litigation is filed before a court of law in the judicial district of Montréal.
- 23.3. The parties declare and recognize that the Lease was freely negotiated, discussed and accepted.
- 23.4. All amounts stipulated or estimated herein are net of GST and QST, the parties undertaking to pay such taxes in addition to the amounts for which they are responsible.
- 23.5. Any sums unpaid by the Lessee shall bear interest at the Prime Rate.
- 23.6. **Schedules A and B** form an integral part of the Lease.
- 23.7. The parties specifically declare that they have requested the present agreement be drawn up in the English language. "Les parties déclarent qu'elles ont demandé que cette entente soit rédigée en anglais".

**24. ACCEPTANCE**

The Lessee must accept the Lease by signing 3 originals and returning them to the Lessee before 3:00 p.m. (Montréal time) on October 31<sup>st</sup>, 2012, failing which this Lease shall become null and void, without penalty, charge or recourse whatsoever of the Lessee against the Lessor. The Lease is deemed accepted by the parties hereto when the Lessor remits a duly signed original to the Lessee, failing which this Lease shall be deemed null and void and of no further effect whatsoever, without penalty, charge or recourse whatsoever of the Lessee against the Lessor.

In witness whereof the Lessee has signed these presents in TORONTO, on this 30<sup>th</sup> day of OCT 2012.

INITIALS	
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TELUS COMMUNICATIONS COMPANY

(Lessee)

Per:

*[Signature]*  
ROBERT BENTLEY  
AVS BUILDING ACCESS

Witness

Witness

Per:

In witness whereof the Lessor has signed these presents in Westmount on this 8th day of NOVEMBER, 2012.

HOMBURG TRUST (189), acting by its sole trustee 2226012 Ontario Inc.

(Lessor)

Per:

*[Signature]*  
Annie Daniel  
General Manager, Operations

Witness

Witness

Per:

*[Signature]*  
Guy Charron

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<i>[Initials]</i>	<i>[Initials]</i>

**SCHEDULE B**

**General standards for access requests, cable identification, equipment and ducts in the buildings managed by COMINAR.**

These standards apply to all individuals and companies, including telecommunications service providers (TSP) and building tenants that install ducts, equipment, cables or wireless in the buildings managed by COMINAR.

**A) PROCEDURE**

**1. Request to have access to telecommunications infrastructures in COMINAR buildings**

For any installation of cables, telephone, computer and data equipment, wireless network and any radio type an official request must be addressed to the Property Manager of the Building.

For any request covering deployment of vertical and horizontal cables: the party initiating the request must provide the following information before visiting the building and/or during the time the request for access to infrastructures is filed: drawings and plans that describe the desired installation must be submitted.

COMINAR. will analyze the project and will provide quotation for works, if necessary, as well as a recommendation of works to be implemented and the relevant fees and expenses relating to this request. SITQ will contact the applicant if needed.

Each requesting party, Telecommunications Service Provider (TSP) or tenant must therefore provide sufficient notice to COMINAR., between the time of filing the request and the implementation date. This will allow COMINAR. to complete its preliminary analysis. The inability to provide sufficient time to COMINAR. may generate unwanted delays and additional fees and expenses may be charged.

It is the responsibility of the receiver of these procedures to distribute it internally. In case of failure, additional delays may occur

**2. Access to telecommunications infrastructure**

At all times, a meeting must be requested, at least a minimum of 48 hours in advance to gain access to the building infrastructure. External security officers need to be scheduled to accompany the visitor during the long installation.

This request must be made to COMINAR. who will coordinate with the party initiating the request.

If access has not been pre-authorized, the request may be denied.

Several buildings are managed by COMINAR. presently. These standards and procedures apply to all these buildings. They may change from time to time.

**B) INSTALLATION**

**1. Installation rights**

Generally, installations reaching up to the telecommunications room (riser) on the tenant's floor are carried out by the TSPs, and the installation between this room (riser) and the tenant's premises are carried out by the tenant.

Vertical and horizontal installations fall under the responsibility of the requesting party and can be executed by a company of their choice, including the employees of the requesting party. However, in cases where the installation companies are not abiding by the present installation rules and where an inspection indicates such default, additional inspections may be made and billed again, until the correction is made.

**2. Flexible ducts**

Any flexible duct of whatever type is not acceptable, unless special authorisation is given by the building manager.

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<i>n</i>	<i>[Signature]</i>

Non-utilisation of flexible ducts: No flexible duct will be approved for installation on supports of common cables, and in pathways between floors and walls.

All use of flexible ducts during an installation, will be considered as unacceptable and the followings corrections will have to be carry out:

- Cable racks: the installed flexible duct will have to be entirely removed from de cable rack. A length less than 1 meter will be tolerated, on the cable rack.
- Pathways between floors: No tolerance. Only a metallic EMT-type duct (or other type recommended by the owner) must be use. Moreover, the telecommunication standards of cable sealing with a fire-resistant product must be respected in all time.
- Pathways between walls: No tolerance. For any use of a flexible duct from TSP's equipment, this flexible duct will have to end at less than 1 meter from the cable entrance through the wall.

The ducts must be placed outside of those spaces reserved for telecommunications purposes (risers, telecom room, etc.) between the spaces and the premises of the tenant in common areas.

### 3. Apparent and non-apparent ducts

A metallic EMT-type duct measuring at least 1.5 inches is required for transporting any cable that passes through a common area (hallway, restrooms, lobby, etc.). No ducts shall be installed in an elevator or staircase.

A pre-visit by the TSP is obligatory when there are plans to use a zone duct. Given the excessive utilisation of these ducts in the past, several of them may no longer satisfy requirements, may be blocked or not reach the desired location. A physical inspection of the continuity and termination of the duct is mandatory before the installation of cables.

### 4. Sealing

When ducts and cables pass through pathways, floors or walls, these pathways must be sealed with a fire-resistant product after the duct or cable has been installed. This procedure must be done for each wall or floor that is drilled for this purpose. The city fire department requires that these spaces must be sealed in order to avoid fire from spreading to other parts of the building.

Whether or not the pathways have been sealed during the preceding installation, the most recent installer of the new duct or cable will be held responsible for all re-sealing work, all of which will be noted during the inspection report.

### 5. Equipment

Tenant: Equipment must be installed in the tenant's telecommunications room or in the tenant's telecommunications cabinet, and not in the common areas of the floor (risers).



Demarcation Point – TSP: Demarcation point for the TSP's entry equipment must be installed either in the reserved area or in premises leased by the TSP; that is, either in a wall space leased by the TSP, where a terminal box can be accommodated. In all cases, this initial point of entry becomes the building's official demarcation point.

### 6. Cables

#### Termination

All cables routed from the telecommunications room or from the TSP's demarcation box and vertical cables must terminate or end in the common areas (risers) of the floors serving the tenants. From that point, cables of the smallest size must be used to serve the tenants.

The horizontal cables must be taken out by the TSP when the client no longer needs them.

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Certain exceptions may be allowed based on the design of the cables in place. A case-by-case study should be carried out.

**Slack cable length (Loop)**

Slack or spare cable lengths, which are normally left near the fibre termination box, must not, in any way, be longer 5 meters in length and forming a roll not exceeding a diameter of 1 metre. This slack cable length will be installed as high as possible allowing for eventual cable splicing, avoiding overcrowding on the walls and in other cable support areas. These slack or spare cable lengths must be placed as high as possible to free up spaces for additional terminals of other TSPs in the future.

**7. Cleanliness**

**General**

Contractor is responsible for leaving all areas clean and undamaged. Contractor has to use appropriate (clean) gloves for the manipulation of the tiles of hanging ceiling or trapdoors access. If needed, he has to clean tiles and trapdoors of acoustic ceiling in the offices, the shopping gallery and food fair, including cameras, traffic counters, cellular antennas, etc). TSP will be held responsible for any damages that may occur.

**Floor termination room (riser)**

All spaces and floor termination rooms (risers) must be clean and free from objects, brushes, boxes, step ladders, paints, etc.

**C) IDENTIFICATION**

Identification labels (plastic tags), for cables and ducts of the TSP or tenant must be attached to each cable or duct installed by the TSP or tenant. No adhesive type identifications must be used on the cable because these come off eventually.

Identification labels must be attached to the cable with a plastic fastener (Ty-rap) and must avoid linking to a group of cables, unless this group of cables is not part of the installation.

Identification labels for cables and ducts must contain the necessary information as described below.

**1. Ducts – apparent and non-apparent**

Identification labels (plastic tags) for ducts must be attached on each duct installed by the TSP or tenant. An adhesive label showing the TSP's name has to be fixed on the duct in addition to the identification label.

An identification label must be attached to the duct, in at least each of the rooms where the duct goes through; in cases where the room is large, another label at a maximum distance of 2.5 metres from the first label must be placed.



The identification label must mention the following:

- Property of (Name of the Provider or the client), and the starting and ending room number.
- Equipment of (Name of the Provider or the client) or simply the (Name of the Provider), if the duct is used by a TSP, and the room number where it terminates.

**2. Terminals in common areas and floor termination room (riser)**

Any type of terminal – BIX, fibre or co-axial, or copper box, etc., must be identified in two ways:

- i) Indicating the name of the TSP and installation date

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ii) Indicating the tenant's name and the room number where the cable terminates, as well as the installation date.

**3. Equipment (cabinet, shelf, etc)**

A label will be placed on each of the pieces of equipment and will contain the following information:

Property of (Name of the Provider) or simply the (Name of the Provider), if the equipment belongs to the TSP, and the date of installation.

Property of (Tenant Name) or simply the (Tenant Name), if the equipment belongs to the Tenant and the date of installation.

**4. Cables**

Identification labels (plastic tags) for cables have to be attached on each cable installed by the TSP or by the tenant. No adhesive label must be put on the cables because they come off eventually. An identification label must be used instead.

Identification labels must mention the following:

- Property of (Name of the Provider or the client), and the starting and ending room number.
- Equipment of (Name of the Provider or the client) or simply the (Name of the Provider), if the duct is used by a TSP, and the room number where it terminates.

An identification label will be attached to the cables:

- i) at exit points of openings (ducts or sleeves) at a maximum height of 50 cm from the ground
- ii) near the openings (ducts generally from the tenant's lease premises) of ceilings or on walls at a maximum distance of 50 cm from the opening (generally, the ducts belonging to the owner)

On long distances (e.g. ceiling, cable shelf, roof) a label must be placed every 5 meters.

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