

## **Telecommunication License Second Renewal Agreement**

THIS SECOND RENEWAL AGREEMENT made as of the 1<sup>st</sup> day of May, 2012

BETWEEN:

**1428501 ONTARIO LIMITED**  
(the "Licensor")

and –

**TELUS COMMUNICATIONS INC.**  
(the "Licensee")

### **RECITALS:**

- A. By a telecommunications license agreement made as of the 21<sup>st</sup> day of May, 2002 (the "License Agreement") made between the Licensor and Licensee, the Licensor granted the Licensee a non-exclusive license to install, maintain, operate and replace, at the Licensee's sole expense and risk, certain communications equipment and connecting equipment (as described in Schedule "A" attached to the License Agreement) in a location, as shown on the plan attached to the License Agreement as Schedule "B" and located in the building municipally known as One Yonge Street, Toronto, Ontario (the "Building"), for a term of five (5) years ending May 31, 2007;
- B. And whereas the Licensee exercised the first of two consecutive option to renew for period of five (5) years and entered into a Telecommunications License Renewal Agreement with the Licensor made the 1<sup>st</sup> day of June 2007 (the "First Renewal Agreement") which extended the term for a further five years ending May 31, 2012 and made other changes from and after June 1, 2007 as specified therein;
- C. The Licensee wishes to exercise its second and last option to renew for a further term of five (5) years in accordance with the terms and conditions of the License Agreement and First Renewal Agreement (collectively referred to as the "Agreement").

NOW THEREFORE THIS SECOND RENEWAL AGREEMENT WITNESS that in consideration of the covenants and agreements contained in this Second Renewal Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties covenant and agree as follows:

#### **1 Definitions**

In this Second Renewal Agreement, unless there is something in the subject matter or context inconsistent therewith, all capitalized words shall have the meaning given in the Agreement.

2. Amended terms

- (a) Effective June 1, 2012 (the "Effective Date") the Renewal Term of the Agreement shall be amended to commence June 1, 2012 and continue for a period of five (5) years expiring May 31, 2017 unless terminated earlier as provided in the Agreement.
- (b) Beginning with the Effective Date the Fee shall be Three Thousand Four Hundred Dollars (\$ 3,400.00) per year payable in advance.

The parties confirm that in all other respects, the terms and conditions in the Agreement remain unchanged and in full force and effect, excepted as modified by this Second Renewal Agreement.


IN WITNESS WHEREOF the parties have executed this Second Renewal Agreement on the date set out on the first page hereof.

**1428501 ONTARIO LIMITED**  
(Licensor)

Per:   
Name: Lawrence H. Zucker  
Title: President and CEO

I have the authority to bind the corporation

**TELUS COMMUNICATIONS INC.**  
(Licensee)

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

I have the authority to bind the corporation