

**LICENSE AMENDING AGREEMENT**

THIS AGREEMENT made as of the 22<sup>nd</sup> day of October, 2015,

B E T W E E N:

**WHITEROCK 401 & 405 THE WEST MALL TORONTO INC.**  
(hereinafter called "*Owner*")

- and -

**TELUS COMMUNICATIONS COMPANY**  
(hereinafter called "*Licensee*")

WHEREAS:

A. By a telecommunications license agreement dated October 5, 2010 between the Owner and Licensee (such license hereinafter called the "*License*"), said Owner granted to Licensee for a term of five (5) years (the "*Term*") commencing November 1, 2010 and expiring October 31, 2015, a non-exclusive license to use the building (the "*Building*") (municipally known as 401 & 405 The West Mall, Toronto, Ontario), Licensee's Equipment and the Equipment Room in the Building (all as defined and as more particularly described in the License) for the sole purpose of providing wire-line telecommunication services to the tenants or occupants in the Building;

B. The parties have agreed to further extend the Term of the License for a period of five (5) years commencing November 1, 2015 and expiring October 31, 2020, and to amend certain other provisions of the License;

NOW THEREFORE this Agreement witnesses that in consideration of the covenants and agreements herein contained (the receipt and sufficiency of which are hereby acknowledged) the parties hereto covenant and agree with each other as follows:

1. **Interpretation:** The recitals are true in fact and in substance. Except as otherwise expressly provided in this Agreement the terms used herein shall have the meanings attributed to them in the License. Terms defined herein, including in the recitals, will be incorporated by reference into the License unless there is something in the subject matter or context inconsistent therewith.
2. **Extended Term:** The Term of the License shall be and is hereby extended for a further period of five (5) years (the "*Extended Term*") commencing on November 1, 2015 and expiring on October 31, 2020.
3. **License Fee:** For the Extended Term, Licensee shall pay to Owner, in advance on the first day of November throughout the Extended Term in accordance with the License, an annual License Fee equal to:

<u>Period</u>	<u>Annual Rate</u> <u>(per sq. ft.)</u>	<u>Annual Amount</u> <u>(plus HST)</u>
November 1, 2015 – October 31, 2020	\$35.20	\$880.00

4. **Notices:** The License is amended such that the address for notice of the Owner is deleted and replaced with the following:

**Owner:** c/o Dream Office Management Corp.  
State Street Financial Centre  
30 Adelaide Street East  
Suite 1600  
Toronto, Ontario  
M5C 3H1


5. **Compliance with Laws:** Licensee is responsible at all times to comply with and to keep the equipment installed and operated pursuant to the License in accordance with the requirements of all applicable laws, directions, rules, regulations or codes of every federal, provincial and municipal authority having jurisdiction and affecting the operation, condition, maintenance and use of the equipment or the making of any repair or alteration including, without limitation, relating to environmental matters, toxic substances and hazardous waste.
6. **Ratification of License:** Except as herein provided, the terms and conditions of the License shall continue in full force and effect and the License as extended and amended herein is hereby ratified and affirmed by each of Owner and Licensee and shall be binding upon the parties hereto and their respective successors and permitted assigns.
7. **General:** Time, in all respects, shall remain of the essence. The section headings in this Agreement have been inserted for convenience of reference only and shall not be referred to in the interpretation of this Agreement nor the License. This Agreement shall be interpreted according to and governed by the laws having application in the Province of Ontario.
8. **Status of Manager:** Tenant acknowledges that Dream Office Management Corp. has executed this Agreement solely in its representative capacity as property manager for Owner and that Dream Office Management Corp. shall have no personal liability under the provisions of this Agreement.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

OWNER:

**WHITEROCK 401 & 405 THE WEST MALL  
TORONTO INC.  
By its Manager, DREAM OFFICE MANAGEMENT  
CORP.**

Per: 

Name: Andrew Rejal  
Title: Senior Vice-President, Portfolio Management  
I have authority to bind the Corporation.

LICENSEE:

**TELUS COMMUNICATIONS COMPANY, by its  
partners TELUS COMMUNICATIONS INC.**

Per: 

Name: *Richard Johnson*  
Title: *Manager, Bidly Access*

Per: \_\_\_\_\_

Name:  
Title:  
I/We have authority to bind the Corporation and the  
Partnership.