

LICENSE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made the 11th day of August, 2016

BETWEEN:

160 ELGIN LEASEHOLDS INC.

("Licensor")

OF THE FIRST PART

- and -

TELUS COMMUNICATIONS INC.

("Licensee")

OF THE SECOND PART

WHEREAS:

- A. By a telecommunications license agreement dated November 21, 2011 ("License") between Licensor and Licensee, Licensor granted to Licensee a non-exclusive license for the purpose of installing, operating and maintaining certain equipment in the areas shown on Schedule "B" attached hereto ("Equipment Area(s)") to provide telecommunication services in the building municipally known as 160 Elgin Street, Ottawa, Ontario ("Building"), as more particularly described in the License, for a term ("Term") of five (5) years, commencing December 1, 2011 and expiring on November 30, 2016, with one (1) option to extend the Term of the License for a further period of five (5) years;
- B. Pursuant to Section 5 of the License, Licensee exercised its right to extend the Term of the License for a further period of five (5) years commencing December 1, 2016 and expiring November 30, 2021, on the same terms and conditions as those contained in the License except as otherwise set out herein; and
- C. Licensor and Licensee have agreed to: (i) extend the Term of the License for a further period of five (5) years commencing December 1, 2016 and expiring November 30, 2021; and (ii) amend the terms of the License, all on the terms and conditions set out below;

NOW, THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the mutual promises hereinafter set forth and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Confirmation of Recitals

The parties hereto confirm that the foregoing recitals are true in substance and in fact.

2. Extension of Term

The Term of the License is hereby extended for a further period of five (5) years commencing December 1, 2016 and expiring November 30, 2021 ("Extension Term") on the same terms and conditions as contained in the License, save and except as expressly set forth herein.

3. Amendments to License

In order to reflect the Extension Term in the License, from and after the date hereof, the License shall be amended as follows:

- (a) The Data Page of the License is hereby deleted in its entirety and replaced with the Data Page attached hereto as Schedule "A";

- (b) The following is hereby inserted as Section 8.1(h) of the License:

"require that the Licensee and its employees have and, provide at Licensor's request, appropriate WSIB certification to the Licensor's security person, or other person designated for that purpose by the Licensor; prior to accessing any portion of the Building. The Licensee acknowledges that the Licensor may deny access to the Building to any servants, agents, contractors, licensees and other persons for whom the Licensee is in law responsible if they fail to produce appropriate WSIB certification at the Licensor's request.";

- (c) Section 9.2 of the License is hereby amended by deleting the second sentence thereof and replacing it with the following (changes are shown underlined):

"At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Communications Spaces, the reasons for entry, and the expected duration of the work to be performed.";

- (d) Section 11.1 of the License is hereby amended by deleting "but the Licensor must Act Reasonably in considering whether to withhold consent" and replacing it with:

"which consent may be withheld by the Licensor in its sole and absolute discretion, the Licensee acknowledging that this Agreement is personal to the Licensee. Such transferee shall enter into an agreement with the Licensor in writing agreeing to be bound by all of the Licensee's obligations under this Agreement as if such transferee had originally executed this Agreement as Licensee prior to the effective date of the assignment";

- (e) The following is hereby inserted as Section 11A of the License:

"TRANSFERS BY LICENSOR

In the event the Owner(s) enters into an agreement to sell, assign or otherwise transfer its interest in the Building as owner or lessor, the Owner(s) shall promptly notify the Licensee; and cause such successor in interest to assume and be bound by all the rights and obligations of the Owner(s) as set out herein. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. Upon the date such transfer or assignment becomes effective, the Owner(s) will be immediately released from its obligations under this Agreement. For greater clarity, nothing in this Section releases the Licensor from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.";

- (f) Section 12 of the License is hereby amended by deleting the second sentence thereof and replacing it with the following (changes are shown underlined):

"The Licensee shall indemnify and hold the Released Persons harmless from any claim, loss, cost, damage, or expense resulting from any breach regarding the installation or location of any Hazardous Substance in the Building, including any and all costs incurred in remedying such a breach, such indemnity to survive the expiration or earlier termination of this Agreement.";

- (g) Section 18 of the License is hereby amended by deleting "window washing equipment" and replacing it with "other building equipment (such as, without limitation, window washing equipment)";

- (h) Section 20 of the License is hereby amended by deleting the phrases "or facsimile transmission with confirmation of transmission" and "or facsimile transmission sent";

- (i) Section 21.6 of the License is hereby amended by deleting all references to "Equipment Room" and replacing them with "Equipment Area(s)".

- (j) The following is hereby inserted as Section 26 of the License:

"UNIT HOLDER LIABILITY

If Licensor or any assignee of the beneficial rights of Licensor is ever a Real Estate Investment Trust (a "REIT"), then Licensee acknowledges and confirms that the obligations of Licensor hereunder are not and may not be binding on a trustee of the REIT, any registered or beneficial holder of one or more of the units of the REIT ("Unit Holder") or any annuitant under a plan of which such Unit Holder acts as trustee or carrier or any of the officers, employees or agents of the REIT and that resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the foregoing or the private property of any

of the foregoing and, for clarity, Licensee's recourse shall be limited to Licensor's interest in the Building.";

- (k) The definition of "Commencement Date" in Schedule "A" to the License is hereby amended by deleting "TBD" and replacing it with "December 1, 2011";
- (l) The definition of "Communications Equipment" in Schedule "A" to the License is hereby amended by deleting "TBD" and replacing it with "cabinets, racks, electronic equipment";
- (m) The definition of "Data Page" in Schedule "A" to the License is hereby amended by deleting "Agree" and replacing it with "Agreement";
- (n) Schedule "A" to the License is hereby amended by adding the following definition:

"**Taxes**": all business transfer, multi-stage sales, sales, use, consumption, value-added, harmonized or other similar taxes imposed by any federal, provincial or municipal government upon the Licensor or the Licensee, or in respect of this Agreement, or the payments made by the Licensee hereunder or the goods and services provided by the Licensor hereunder including, without limitation, the use of the Equipment Area(s) and the provision of administrative services to the Licensee hereunder.";

- (o) The definition of Ongoing Costs in Schedule "A" to the License is hereby amended as follows:

- (i) Paragraph (a) is amended by adding the following:

"It is acknowledged by the Licensor that as of the date of this Agreement, the Licensee's Equipment is passive and does not require any power usage, however should the Licensee's Equipment require the use of power in the future, the Licensee agrees to pay its cost for its electricity consumption as set out in this paragraph."

- (ii) Paragraph (b) is amended by adding the following:

"For greater clarity, Licensee will pay for riser clean-up and wire mapping costs associated directly with its cabling, if and when required."

- (iii) Paragraph (d) is amended by adding the following:

"Licensee agrees to pay for reasonable management and operations costs associated directly with its facilities" [for services provided directly in respect of the Licensee]

- (p) Schedule "C" to the License (Occupancy Charges, Costs and Fees) is hereby deleted in its entirety and replaced with Schedule "C" attached to this Agreement; and
- (q) Any reference in the License to "Renewal Period" or "Renewal Periods" is hereby deleted and replaced with "Extension Term(s)".

4. Options to Extend

Licensee acknowledges that there shall be no further right to extend or renew the Term of the License beyond the Extension Term.

5. No License Fee Free Period

All fees (including the Annual Equipment Area Fee and all other amounts payable pursuant to the License) shall be payable at all times throughout the Extension Term without any period during which any such fees shall not be payable.

6. Condition of Equipment Area(s)

Licensee shall accept the Equipment Area(s) in "as is" condition and Licensor shall have no obligation to perform any work to the Equipment Area(s) and Licensor shall not be required to pay any allowance or give any inducement in respect thereof.

7. Performance of Covenants

Licensor and Licensee hereby mutually covenant and agree that during the Extension Term they shall perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the License, as amended and extended hereby.

8. Jurisdiction

This Agreement is governed by the laws of the province in which the Building is situated and all federal laws applicable therein.

9. Counterpart and Electronic Execution

This Agreement may be executed in several parts of the same form. Each such part as so executed shall together form one original document, and such parts shall be read together and shall have the same effect as if all of the signing parties hereto had executed one copy of this document. Delivery of this Agreement may be made by email in PDF format and when so delivered, shall be as effective as if delivered and received personally. Original documents are to be delivered within seven (7) days from the date of execution and delivery by email.

10. Miscellaneous Provisions

- (a) The License as amended by the terms of this Agreement, is hereby ratified and confirmed and remains in full force and effect, unmodified except in accordance with the terms of this Agreement, and Licensee hereby confirms that as of the date hereof Licensor is not in default under the License and Licensee hereby releases and forever discharges Licensor of and from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, liens, claims, costs and demands whatsoever which against Licensor Licensee ever had, now has or hereafter can, shall or may have for or by reason of any action, cause, matter or thing whatsoever existing up to the date hereof.
- (b) This Agreement and the License shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns, subject to the express restrictions contained in the License.
- (c) Licensor and Licensee shall, at all times hereafter, upon the reasonable request of the other, make or procure to be made, done or executed all such further assurances and to do all such things as may be necessary to give full force and effect to the full intent of this Agreement.
- (d) Time in all respects shall be of the essence.
- (e) The parties hereto covenant and agree that they have good right, full power and authority to enter into this Agreement in the manner as aforesaid.
- (f) Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the License.

[SIGNATURE PAGE FOLLOWS]

EXECUTED by each of the parties hereto under seal on the date first above mentioned.

160 ELGIN LEASEHOLDS INC.

Per: _____
Name:
Title:

Per: _____ c/s
Name:
Title:

I/We have authority to bind the Corporation.

TELUS COMMUNICATIONS INC

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

Per: _____ c/s
Name:
Title:

I/We have authority to bind the Corporation.

SCHEDULE "A"

(being replacement Data Page to License dated November 21, 2011)

DATA PAGE

This Data Page forms part of the Telecommunications License Agreement made as of the 21st day of November, 2011 between 160 ELGIN PORTFOLIO INC., as Licensor and TELUS COMMUNICATIONS INC., as Licensee.

Building: The multi-tenanted building municipally known as 160 Elgin Street, in the City of Ottawa, in the Province of Ontario.

Equipment Area(s): As depicted or described on Schedule "B".

Costs: (i) Annual Equipment Area Fee: See Schedule "C"
(ii) Ongoing Costs and Taxes: See Schedule "C"

Commencement Date: December 1, 2011

Term: Five (5) years

Option to Extend: One (1) period of five (5) years

Notices: **If to the Licensor, at:** 160 Elgin Portfolio Inc.
3625 Dufferin Street, Suite 500
Toronto, ON M3K 1N4
Attention: Lease Administrator

and with a separate copy to:

Attention: Legal Dept.

If to the Licensee, at: Telus Communications Inc.
25 York Street, Floor 22
Toronto, ON M5J 2V5
Attention: Building Access Manager

SCHEDULE "C"

(being replacement Schedule "C" to License dated November 21, 2011)

OCCUPANCY CHARGES, COSTS AND FEES

In consideration of the Licensee's use and occupation of the premises more particularly described in this Agreement, the Licensee agrees to pay and be responsible for the following costs:

1. Annual Equipment Area Fee:	<p><u>From December 1, 2011 to November 30, 2016:</u></p> <p>\$1,500.00 per annum (Fee per annum to be based on valuation of equipment area space provided by the Licensor to the Licensee), payable annually in advance on the first day of December, plus applicable Taxes. Occupancy Charges, Costs and Fees will be pro-rated for any period that is less than a year.</p> <p><u>From December 1, 2016 to November 30, 2021:</u></p> <p>\$1,650.00 per annum (Fee per annum to be based on valuation of equipment area space provided by the Licensor to the Licensee), payable annually in advance on the first day of December, plus applicable Taxes. Occupancy Charges, Costs and Fees will be pro-rated for any period that is less than a year.</p>
2. Ongoing Costs and Taxes:	<p><u>From December 1, 2011 to November 30, 2016:</u></p> <p>The compensation payable by the Licensee for electrical power or other utilities shall be \$100.00 for the first year of this Agreement and shall remain at this level annually, except that the Licensor shall have the right, Acting Reasonably, to adjust this rate upward by a percentage that is no greater than the sum of the following percentage rates: inflation (CPI), increases in utility rates, and any increase in usage. Other Ongoing Costs and Taxes, as defined in Schedule "A", may be estimated by the Licensor from time to time and shall be payable annually in advance on the first day of the same annual calendar month as the 2011 calendar month that this Agreement became effective. Occupancy Charges, Costs and Fees will be pro-rated for any period that is less than a year.</p> <p><u>From December 1, 2016 to November 30, 2021:</u></p> <p>Intentionally deleted, Tenant confirmed no utility usage (see Clause 2(o) of this Amendment.</p>

In addition to the amounts payable hereunder, Licensee shall pay all applicable Taxes.

