

**FIRST (1ST) AMENDMENT TO TELECOMMUNICATIONS
LICENCE AGREEMENT**

THIS FIRST (1ST) AMENDMENT AGREEMENT made as of this 17th day of December, 2019

BETWEEN:

**MANULIFE CANADIAN PROPERTY PORTFOLIO
MANULIFE 715 SQUARE VICTORIA PROPERTY INC.**

By its authorized agent:
MANULIFE REAL ESTATE,

hereinafter called the "Licensor"

OF THE FIRST PART,

- and -

TELUS COMMUNICATIONS INC.

hereinafter called the "Licensee"

OF THE SECOND PART,

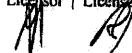
WHEREAS by a telecommunications licence agreement dated January 21st 2015 (the "Initial Agreement"), the Licensor granted to the Licensee a non-exclusive telecommunications licence for the building known as **715 Square Victoria, City of Montreal, province of Quebec** (the "Building") for a term of Five (5) years ending on January 31st 2020, subject to the terms and conditions set forth in the Initial Agreement;

WHEREAS by this First Amendment to Telecommunications Licence Agreement (the "First Amendment"), the Licensor and Licensee desire to extend said Initial Agreement pursuant to the provisions of Clause 6 of the Initial Agreement;

NOW THEREFORE, IN WITNESS hereof and in consideration of the mutual covenants and agreements contained herein, the parties hereto agree to extend the term of the Initial Agreement on the following terms and conditions:

1. The Term of the First Amendment is extended for **Five (5) years**, the period commencing on the **1st day of February 2020** and expiring on the **31st day of January 2025** (the "Extended Term").
2. The Licensee shall without demand, deduction or right of offset pay to the Licensor yearly and every year during the Extension Term as rental (herein called "Fee"), in one installment in advance of the anniversary date of each year during the Extension Term, the sum of **Three Thousand Five Hundred Dollars (\$3,500.00) plus GST and QST**, of lawful money of the jurisdiction in which the Building is located, plus applicable taxes, the first payment to be made on the **1st day of February 2020**.
3. The Licensee shall not be charged any fee as payment for electrical consumption costs.
4. The Licensor and Licensee hereby acknowledge that the Licensee has one option left to extend the Term of this First Amendment for **one (1) further period of five (5) years** as per Clause 6 of the Initial Agreement.
5. Any notice required or permitted to be given hereunder, or any tender or delivery or documents may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to the Licensor or the Licensee having an office at the following addresses and facsimile numbers:

INITIAL
Licensor | Licensee



Manulife Canadian Property Portfolio
Manulife 715 Square Victoria Property Inc.
By its authorized agent Manulife Real Estate
2000 Mansfield Street, Suite 810
Montreal, Quebec, H3A 2Z5
Att: Property Manager

Telus Communications Company
25 York Street, Floor 22
Toronto, Ontario, M5J 2V5
Att: Richard D. Johnson, CLO, FRI(E)
Manager, Building Access
Direct phone: 416-496-6893
Cell: 416-992-5684

5. This First Amendment shall be read together with the Initial Agreement and the parties confirm that, except as modified herein, all covenants and conditions in the Initial Agreement remain unchanged, unmodified and in full force and effect during the Extension Term **save and except the right of further renewal or extension as hereinabove modified**, and save and except that any Licensor's Work (if any), Licensee Improvement Allowance (if any) and any other inducements shall not apply to the Extension Term.

6. The Licensor and Licensee hereby mutually covenant and agree that they will perform and observe the several covenants, conditions, provisions and stipulations in the Initial Agreement as fully as if such covenants, conditions, provisos and stipulations had been repeated herein in full with such modifications only as to make them applicable to this First Amendment.

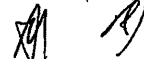
7. It is further agreed between the parties hereto that a breach of covenants, conditions, provisos or stipulations on the part of the Licensee or the Licensor, to be kept in the Initial Agreement shall be a breach of this First Amendment and a breach of covenants, conditions, provisos or stipulations by the Licensee of this First Amendment shall be a breach of the Initial Agreement.

8. This First Amendment and everything herein shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be, of each of the parties hereto, and every reference herein to any party hereto shall include the heirs, executors, administrators, successors, assigns and other legal representatives of such party, and where there is more than one Licensee or there is a male or female party, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

9. This First Amendment has been drafted in English at the request of the parties hereto. *Les parties aux présentes ont requis que ce Premier Amendement soit rédigé en anglais.*

Signature page follows.


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Licensor | Licensee



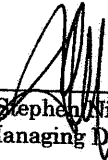
IN WITNESS WHEREOF the parties hereto have executed this First Amendment.

**MANULIFE CANADIAN PROPERTY PORTFOLIO
MANULIFE 715 SQUARE VICTORIA PROPERTY
INC.**

**By its authorized agent: MANULIFE REAL
ESTATE
(Licensor)**



Witness as to signing
by Licensor

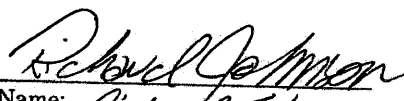
By: 

Name: Stephen Nicoletti
Title: Managing Director, Eastern Canada

I/We have authority to bind the Corporation

**TELUS COMMUNICATIONS INC.
(Licensee)**

Witness as to signing
by Licensee or officer(s)
of Licensee

By: 

Name: Richard Johnson
Title: Manager, Building Access

I/We have authority to bind the Corporation