

## TELECOMMUNICATIONS LICENSE AMENDING AGREEMENT

This Amendment of License is made as of the **27<sup>th</sup> day of July, 2018**.

BETWEEN:

### CARLTON TOWER LIMITED

By its authorized agent NORTHAM REALTY ADVISORS LIMITED  
(the "Licensor")

and

### TELUS COMMUNICATIONS INC.

A corporation incorporated under the laws of Canada  
(Formerly TELUS Communications Company.)  
(the "Licensee")

RECITALS:

- A. **WHEREAS** by a license agreement dated the **28<sup>th</sup> day of July, 2008** (the "Original License"), the Licensor granted a license to the Licensee, for the use of certain premises (as indicated on Schedule "B" attached to the Original License) of Deemed Area in the building (the "Building") municipally known as 2 Carlton Street, in the City of Toronto, Province of Ontario; for a term (the "Term") of five (5) years, commencing on the **1<sup>st</sup> day of August, 2008** and expiring on the **31<sup>st</sup> day of July, 2013**.
- B. **AND WHEREAS** the Original License was extended for a term of **Five (5) years** (the "First Extension Term") commencing on the **1<sup>st</sup> day of August, 2013** and expiring on the **31<sup>st</sup> day of July, 2018** on the terms as set out in the amending agreement dated the **1<sup>st</sup> day of March, 2016**.
- C. **AND WHEREAS** the Licensee has confirmed to the Licensor its intention to exercise its second option. The Licensor and the Licensee have agreed to extend the Term for a period of **Five (5) years** (the "Second and Final Term") commencing on the **1<sup>st</sup> day of August, 2018** and expiring on the **31<sup>st</sup> day of July, 2023** on the terms as set out therein.

AGREEMENT:

**NOW THEREFORE**, in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Licensor and the Licensee agree as follows:

- A. The parties hereto hereby acknowledge, confirm and agree that the forgoing recitals are true in substance and in fact.
- B. The Original License as it is being amended and extended as described above, is referred to in this Telecommunications License Amending Agreement as the "License".

- C. In accordance with the License, the Licensor and the Licensee hereby acknowledge and confirm that they have agreed to further extend the Term of the License for a further period of **Five (5) years** commencing the **1<sup>st</sup> day of August, 2018** and expiring on the **31<sup>st</sup> day of July, 2023** (the "Third and Final Extension Term") on the same terms and conditions as contained in the License, save and except as hereinafter set forth.
- D. The License Fee payable during the Second Extension Term is the annual sum of **One Thousand Eight Hundred Dollars (\$1800.00)** plus H.S.T. (and any other additional taxes in accordance with the terms of the License). The License Fee shall be payable annually, in advance, during the Second Extension Term, commencing on the 1<sup>st</sup> day of August, 2018.

**ELECTRICITY CONSUMPTION FEE: An electricity consumption fee of \$125.00 per annum, per demised space, is included in the license fee charges summarized above.** The Licensor reserves the right to separately adjust the electricity consumption fee at the commencement of each year during the course of the initial term and each subsequent renewal term, separately from the license fee.

Value added taxes and similar taxes such as "HST" are payable by the Licensee in addition to all other fees, charges and taxes payable under this License, provided that the Licensor provides to the Licensee its registration number for the purpose of payment of such tax. The Licensor's HST registration number is 100817774.

- E. Section 9.2 of the License with respect to Rights on Termination shall be amended by inserting the following:

**Termination by the Licensor**

- (d) Notwithstanding that the Licensee has complied with all the terms, covenants and conditions of this Agreement and notwithstanding any other provision herein contained, the Licensor shall have the right to terminate this Agreement, in whole or in part, in the event that the building will through a bona fide intent of the Licensor be substantially renovated, demolished, reconstructed, altered and/or redeveloped in a way that would make the Licensee's occupancy at the building not possible at any time without incurring any liability therefore upon giving to the Licensee one hundred and eighty (180) days prior written notice of such termination. Upon expiration of the 180-day notice period the Licensee shall have entirely removed all Connecting Equipment from the building and have made good the premises and building risers where applicable. In the event that a building tenant that requires telecom services will remain in the building beyond the notice period as approved by the Licensor, this agreement will remain in force on a month-to-month basis and will become coterminous with the tenant's termination date.

- F. The License with respect to Health and Safety shall be amended by inserting the following:

The Licensee shall not do or permit anything to be done in the Building, or bring or keep anything therein which is in any way hazardous or obstruct or interfere with the rights of other tenants or in any way injure or annoy them or the Licensor, or violate or act contrary to the requirements of the Licensor's insurers. The Licensee shall not keep in the Equipment Room or the Building any dangerous or explosive or corrosive materials or fluids or batteries or other goods containing dangerous, explosive or corrosive materials or fluids. The Licensee shall not use or keep in the Equipment Room or the Building any inflammable or combustible fluid or material other than

limited quantities thereof reasonably necessary for the operation of the Licensee's business. The Licensee shall not, without the Licensor's prior written approval, use any method of heating or air-conditioning other than that supplied or approved by the Licensor. The Licensee shall co-operate with the Licensor in the holding of fire drills and in practicing building evacuation procedures. **By signing this Telecommunications License Agreement, the Licensee confirms that it has an appropriate health and safety program in place for its workers, subcontractors and other invitees for whom the Licensee is responsible at law and that such a health and safety program includes suitable training for the work carried on by the Licensee at the Licensor's Building. This specifically includes work within the main electrical room and other electrical rooms where high voltage hazards exist.**

- G. Except to the extent expressly amended hereby, the License shall remain in full force and effect in accordance with its terms.
- H. All capitalized terms not defined in this Agreement shall have the same meaning as in the License.
- I. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
- J. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or unenforceability of any other provision, but shall be deemed to be severable.
- K. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Agreement.
- L. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
- M. This Agreement may be executed in several counterparts and delivered by facsimile or pdf copy, each of which when so executed shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

IN WITNESS WHEREOF the parties have executed this Agreement by the hands of their respective officers duly authorized on that behalf.

Licensor:

**CARLTON TOWER LIMITED  
C/O NORTHAM REALTY ADVISORS  
LIMITED**

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

We/I have the authority to bind the corporation.

Name: \_\_\_\_\_

Date: This 10 day of OCT, 2018

Licensee:

**TELUS COMMUNICATIONS INC.**

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

We/I have the authority to bind the corporation

Name: \_\_\_\_\_

Date: This 1<sup>st</sup> day of October 2018