

RENEWAL AND AMENDING AGREEMENT

Made as of the 1st day of December, 2017

BETWEEN:

250 University Holdings Limited c/o Northam Realty Advisors Limited
(formerly 6019838Canada Inc. c/o Bentall Kennedy (Canada) LP)
(the "Licensor")

- and -

TELUS Communications Inc.
(the "Licensee")

WHEREAS the Licensor is the owner of the Building located at 250 University Avenue, in the City of Toronto, and the Province of Ontario;

AND WHEREAS the Licensor and Licensee entered into a Telecommunications License Agreement dated as of the 13th day of April, 2012 (the "Agreement");

AND WHEREAS the Licensee has exercised its right to extend the Agreement;

AND WHEREAS the Licensor and Licensee have agreed to amend certain terms of the License Agreement;

NOW THEREFORE in consideration of the premises and of the respective covenants herein contained, the parties agree as follows (*all capitalized terms, unless otherwise defined, shall have the meanings set forth in the License Agreement*):

Extension of the First Term

1. The Licensee has exercised its right to extend the Agreement for an additional five (5) years commencing May 1st, 2017 and to expire on April 30th, 2022, the Licensor has acknowledged and accepted such exercise. For clarity, such extension results in (i) an extended Term, unless sooner terminated or extended in accordance with the terms of the Agreement as amended and (ii) the Licensee having no further rights.
2. Amendment of License Agreement
The annual License Fee set out in the Information Page of the License Agreement shall be deleted and replaced with:
During the period commencing on May 1st, 2017 and ending April 30th, 2022, Licensee shall pay the Licensor the annual fee of One Thousand dollars (\$1000.00).
3. The Construction Clause in Section 7 of License Agreement shall be amended to include the following:
The Licensee shall submit to the Licensor the Health and Safety Plan currently employed by the Licensee. The Health and Safety Plan must detail the personnel responsibilities for the areas that the personnel will be occupying, visiting or working in, including but not limited to Main Hydro Vault, confined spaces and the roof top. This plan must be submitted on company letterhead and approved by Licensee stakeholders.
4. The Specific Termination Rights Clause in Section 24 of the License Agreement shall be amended to include the following:

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 be demolished or

substantially renovated at any time without incurring any liability therefore upon giving to the Licensee one-hundred-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.

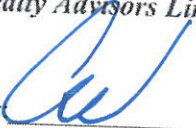
Confirmation

5. The Licensor and Licensee confirm and agree that except as specifically provided herein, and changes as may result from the above-referenced exercise to extend, the terms and conditions of the Agreement are confirmed and continue in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Renewal and Amending Agreement as of the date above first written.

LICENSOR:

*250 University Holdings Limited c/o Northam
Realty Advisors Limited*


Per: 
Name: CRAIG WALTERS
Title: A.S.O.

Per: _____
Name: _____
Title: _____

(Having authority to bind the corporation.)

LICENSEE:

TELUS Communications Inc.

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

Per: _____
Name: _____
Title: _____

(Having authority to bind the corporation.)