

AMENDMENT OF TELECOMMUNICATIONS LICENSE

THIS AGREEMENT made as of the 5th day of December, 2019,

B E T W E E N:

DUNDEAL CANADA (GP) INC.
(hereinafter called "*Licensor*")

- and -

TELUS COMMUNICATIONS INC.
(hereinafter called "*Licensee*")

WHEREAS:

A. By a telecommunications license agreement dated April 7, 2015 (the "*License Agreement*") between Licensor and Telus Telecommunications Company (the "*Original Licensee*"), Licensor granted to Original Licensee for a term of five (5) years (the "*Term*") commencing May 1, 2015 and expiring April 30, 2020, a non-exclusive license to use the building (the "*Building*") (municipally known as 438 University Avenue, Toronto, Ontario), Original 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. Licensee is the successor in interest to the Original Licensee named in the License Agreement; and

C. The parties have agreed to further extend the Term of the License Agreement for a period of five (5) years commencing May 1, 2020 and expiring April 30, 2025, and to amend certain other provisions of the License Agreement.

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 Agreement. Terms defined herein, including in the recitals, will be incorporated by reference into the License Agreement unless there is something in the subject matter or context inconsistent therewith.
2. **Extended Term:** The Term of the License Agreement shall be and is hereby extended for a further period of five (5) years (the "*Extended Term*") commencing on May 1, 2020 and expiring on April 30, 2025.
3. **License Fee:** During the Extended Term, Licensee shall pay to Licensor, the License Fee of One Thousand and Two Hundred Dollars (\$1,200.00) per annum, payable annually in advance, plus applicable taxes, as provided for and in accordance with the License Agreement.
4. **Notices:** The License Agreement is amended such that the address for notice of the Licensor is deleted and replaced with the following:

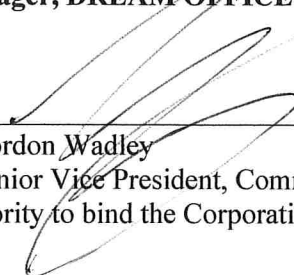
Licensor: c/o Dream Office Management Corp.
State Street Financial Centre
30 Adelaide Street East
Suite 301
Toronto, Ontario
M5C 3H1

- 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 Agreement 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 Agreement:** Except as herein provided, the terms and conditions of the License Agreement shall continue in full force and effect and the License Agreement as extended and amended herein is hereby ratified and affirmed by each of Licensor 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 Agreement. This Agreement shall be interpreted according to and governed by the laws having application in the Province of Ontario.
- 8. **Status of Manager:** Licensee acknowledges that Dream Office Management Corp. has executed this Agreement solely in its representative capacity as property manager for Licensor and that Dream Office Management Corp. shall have no personal liability under the provisions of this Agreement.
- 9. **Signatures:** A facsimile or PDF or electronic signature shall constitute a valid and binding signature with the same effect as if it were an original signature endorsed on this Agreement. A signed copy of this Agreement transmitted by PDF or other electronic means of transmission shall be deemed to have been validly delivered and shall bind the parties. The parties agree that execution of this Agreement by use of digital signature software shall constitute valid execution.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.


LICENSOR:

DUNDEAL CANADA (GP) INC.
By its Manager, DREAM OFFICE MANAGEMENT CORP.

Per: 
Name: Gordon Wadley
Title: Senior Vice President, Commercial Properties
I have authority to bind the Corporation.

LICENSEE:

TELUS COMMUNICATIONS INC.

Per: 
Name: Richard D. Johnson
Title: Manager, Building Access
I have authority to bind the Corporation.