

THIS LICENSE EXTENSION AGREEMENT No. 2 (the "Agreement") is made this 22nd day of December, 2014.

BETWEEN:

2305088 ONTARIO INC.

(hereinafter called the "Licensor")

OF THE FIRST PART

AND:

TELUS COMMUNICATIONS INC.

(hereinafter called the "Licensee")

OF THE SECOND PART

WHEREAS:

- (1) By a license agreement dated the 1st day of January, 2000 (the "License"), The Standard Life Assurance Company ("Standard Life"), predecessor-in-title to the current licensor, granted to the current licensee, a license to install, maintain, remove and supplement the Equipment for the provision of telecommunications services to tenants in a location on the first level of the underground parking garage comprising approximately One Hundred and Twenty-Two (122) square feet (the "Premises") at the building located at 275 Slater Street, Ottawa, Ontario (the "Building") for a period of ten (10) years commencing on the 1st day of January, 2000 and ending on the 31st day of December, 2009 (the "Original Term");
- (2) 2005460 Ontario Inc. ("2005460") succeeded Standard Life to become the owner of the Building and the licensor under the License;
- (3) On January 1, 2000, TELUS Mobility Cellular Inc., TELUS Mobile Inc., TELUS Integrated Communications Inc. and TELUS Properties Inc. amalgamated to form TELUS Mobility Cellular Inc.;
- (4) On January 2, 2001, TELUS Mobility Cellular Inc. amalgamated with other companies to form the entity TELUS Communications Inc. and hereinafter TELUS Communications Inc. shall be referred to as the "Licensee";
- (5) By license amending agreement dated November 26, 2009 (the "First Amendment") between 2005460 and the Licensee, the term of the License was extended for a further period of five (5) years commencing on January 1, 2010 and ending on December 31, 2014 (the "First Extension Term");
- (6) On December 21, 2011, 2005460 transferred its interest in the Building to 2305088 Ontario Inc. and as such, 2305088 Ontario Inc. is the successor on title to 2005460 and is the current registered owner of the Building and the Licensor under the License;
- (7) In this agreement, the License as amended by the First Amendment are collectively referred to as the "License" and the Term as extended by the First Extension Term are collectively referred to as the "Term"; and
- (8) The Licensor and the Licensee have agreed to further extend the Term of the License on the following terms and conditions effective January 1, 2015.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payment by the Licensee to the Licensor and the payment by the Licensor to the Licensee of the sum of Ten Dollars (\$10.00) and other good and valuable consideration now paid to each other and the mutual covenants and agreements hereinafter contained the parties hereto agree as follows:

1. In this Agreement and the recitals hereto, except as expressly provided herein, the words and expressions which are defined in the License shall have the same meanings when used herein and all amendments set out in herein shall be deemed amendments to the License and all necessary changes to the License to incorporate said amendments shall be deemed made thereto.

2. **Term of the License**

The Term of the License is hereby extended for a further period of ten (10) years, commencing on January 1, 2015 and ending on December 31, 2024 (the "Second Extension Term").

3. **Annual Rent for the Second Extension Term**

The Licensee covenants to pay to the Licensor in each and every year of the Second Extension Term, payable in advance on the first day of each and every year of such period commencing on January 1st, 2015 in the initial year of the Second Extension Term and thereafter, on January 1st of each and every subsequent year during the Section Extension Term as an annual Rent for the Premises as follows:

- (a) during the period commencing on January 1, 2015 and ending on December 31, 2019, an annual Rent in the amount of Three Thousand, Fifty Dollars (\$3,050.00) per annum (plus applicable taxes); and

(b) during the period commencing on January 1, 2020 and ending on December 31, 2024, an annual Rent in the amount of Three Thousand, Five Hundred and Seven Dollars and Fifty Cents (\$3,507.50) per annum (plus applicable taxes).

4. Condition of Premises

The Tenant acknowledges and agrees that it is in possession of the Premises as of the date hereof and as such, the Premises are taken and continue to be on an "AS IS" basis.

5. Successors and Assigns

This agreement shall be binding upon, extend to and enure to the benefit of the parties hereto, and each of their respective heirs, executors, administrators, successors and permitted assigns.

6. Acknowledgment

Except as amended hereby, the Licensor and Licensee confirm each and every provision of the License, which shall remain in full force and effect.

7. Further Assurance

Each of the parties hereto agree to do, make and execute all such further documents, agreements, assurances, acts, matters and things and take such further action as may be reasonably required by any other party hereto in order to more effectively carry out the true intent of this Agreement.

IN WITNESS OF WHICH the parties have duly executed this Agreement.

2305088 ONTARIO INC.

By: S. Barbieri
Name: S. Barbieri
Title: ASo

By: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

TELUS COMMUNICATIONS INC.

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

I/We have authority to bind the Corporation.