

AMENDMENT TO TELECOMMUNICATION ACCESS AGREEMENT

THIS RENEWAL AGREEMENT made this 16<sup>th</sup> day of February 2017.

BETWEEN:

**THE MANUFACTURERS LIFE INSURANCE COMPANY**  
hereinafter called the "Licensor"  
OF THE FIRST PART,

- and -

**TELUS COMMUNICATIONS COMPANY**  
hereinafter called the "Licensee"  
OF THE SECOND PART,

WHEREAS by a Telecommunication Access Agreement dated the 1<sup>st</sup> of May, 2001 (the "Agreement"), The Standard Life Assurance Company of Canada ("Former Landlord") leased to TELUS Communications (Québec) Inc. now TELUS Communications Company (the "Licensee"), premises in the Building known as 485 McGill Street, Montréal, Québec, and more particularly described in the said Agreement and its Schedules;

WHEREAS by a notice to the Former Landlord on May 23, 2008, the Licensee extended the Term of the Agreement for a further period of five (5) years commencing May 1, 2007 and expiring on April 30, 2012 (the "First Renewal Term");

WHEREAS by a notice to the Former Landlord on August 23, 2012, the Licensee extended the Term of the Agreement for a further period of five (5) years commencing May 1, 2012 and expiring on April 30, 2017 (the "Second Renewal Term");

WHEREAS on the 2<sup>nd</sup> day of July, 2015, the Licensor acquired the then Former Landlord and its interest pertaining to the Building and to the Agreement, where upon the Licensor is the current registered owner on title;

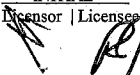
AND WHEREAS the Licensor and Licensee desire to renew the said Agreement pursuant to the provisions of the Agreement;

NOW WITNESSETH that in consideration of the rents, covenants and agreements contained in the Agreement, and in consideration of the covenants and agreements hereinafter contained, and the sum of ONE DOLLAR (\$1.00) now paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged), the Licensor and the Licensee hereby agree to renew the Agreement on the following terms and conditions:

1. The Term of the Agreement is renewed for **Five (5) years**, the period commencing on the **first (1<sup>st</sup>) day of May 2017 (the "Effective Date")** and expiring on the **thirtieth (30<sup>th</sup>) day of April 2022** (the "Third Renewal Term").
2. As of the Effective Date the Licensee shall pay an **Annual Access Fee of Three Thousand Six Hundred Dollars (\$3,600.00)** plus GST and QST, payable in advance of the anniversary date, in one instalment.
3. Sub-clause 12.1 (a) of the Agreement shall be modified to reflect the following revised Licensor's address:

**The Manufacturers Life Insurance Company**  
**2000 Mansfield Street, Suite 810**  
**Montréal, Quebec, H3A 2Z5**  
**Attention of: Property Manager**

4. Sub-clause 12.1 (b) of the Agreement shall be modified to reflect the following revised Licensee's address:

INITIAL  
Licensor | Licensee  


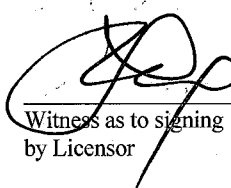
**TELUS Communications Company**  
**25, York Street, 22<sup>nd</sup> floor**  
**Toronto, Ontario, M5J 2V5**  
**Attention of: Richard Johnson, Manager, Building Access**

5. This Renewal Agreement shall be read together with the Agreement and the parties confirm that, except as modified herein, all covenants and conditions in the Agreement remain unchanged, unmodified and in full force and effect during the Renewal Term, unless specifically agreed to in the Agreement.
6. Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Agreement.
7. The parties agree, from time to time, to do or cause to be done all such things, and shall execute and deliver all such documents, agreements and instruments reasonably requested by another party, as may be necessary or desirable to complete the extension contemplated by this Renewal Agreement and to carry out its provisions and intention.
8. This Renewal Agreement shall enure to the benefit of and be binding upon the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.
9. This Renewal Agreement has been drafted in English at the request of the parties hereto. Les parties présentes ont requises que ce Bail soit rédigé en anglais.

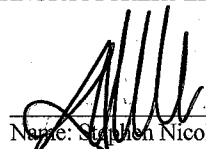
IN WITNESS WHEREOF the parties hereto have executed this Renewal Agreement.

Licensor:

**THE MANUFACTURERS LIFE INSURANCE COMPANY**

  
\_\_\_\_\_  
Witness as to signing  
by Licensor

By:

  
\_\_\_\_\_  
Name: Stephen Nicoletti  
Title: Managing Director, Eastern Canada

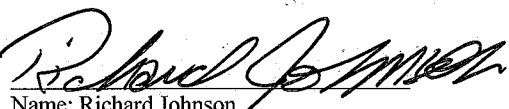
I/We have authority to bind the Corporation

Licensee:

**TELUS COMMUNICATIONS COMPANY**

\_\_\_\_\_  
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