

AMENDMENT OF TELECOMMUNICATIONS LICENSE

THIS AGREEMENT made as of the 12th day of December, 2016,

BETWEEN:

WHITEROCK 655 BAY STREET TORONTO INC.

(hereinafter called "*Licensor*")

- and -

TELUS COMMUNICATIONS COMPANY

(hereinafter called "*Licensee*")

WHEREAS:

A. By a telecommunications license agreement dated April 1, 2012 (the "*License Agreement*"), between the Licensor and Licensee, the Licensor licensed to the Licensee for a term of five (5) years commencing on April 1, 2012 expiring on March 31, 2017 (the "*License Term*") the POP/Equipment Room (as defined in and on terms and conditions more particularly set out in the License Agreement), located in the building municipally known as 655 Bay Street, Toronto, Ontario; and

B. The parties have agreed to renew the License Term of the License Agreement for a further period of five (5) years commencing on April 1, 2017 and expiring on March 31, 2022, 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 is 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 License Term:** The License Term of the License Agreement shall be and is hereby renewed for a further period of five (5) years (the "*Extended License Term*") commencing on April 1, 2017 and expiring on March 31, 2022. Licensee acknowledges and agrees that there shall be one further right to renew pursuant to Section 3.3 of the License Agreement.
3. **License Fee:** During the Extended License Term, Licensee shall pay to Licensor, a Licensee Fee equal to Eight Hundred and Twenty-Five Dollars (\$825.00) per annum, payable annually in advance, plus applicable taxes, as provided for and in accordance with the License Agreement.
4. **Additional Charges:** During the Extended License Term, in addition to the payment of the Licensee Fee, Licensee shall pay to Licensor all ongoing costs incurred by the Licensor attributable to the Licensee's exercise of its rights under the License Agreement, including all utilities, all

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

LICENSOR:

**WHITEROCK 655 BAY STREET TORONTO INC.
By its Manager, DREAM OFFICE MANAGEMENT
CORP.**

Per: 

Name: Kevin Hardy

Title: Senior Vice President, Portfolio Management

I have authority to bind the Corporation.

LICENSEE:

TELUS COMMUNICATIONS COMPANY

Per: 

Name: Richard Johnson

Title: Manager, Building Access

I have authority to bind the Corporation.