

TELECOMMUNICATIONS LICENSE EXTENSION AGREEMENT

THIS AGREEMENT made as of the 5th day of July, 2018

B E T W E E N :

**REDBOURNE ERINDALE PROPERTIES II INC.,
REDBOURNE ERINDALE PROPERTIES II GP INC.,
REDBOURNE ERINDALE PROPERTIES III INC., and
REDBOURNE ERINDALE PROPERTIES III GP INC.**
Operating as
REDBOURNE ERINDALE PROPERTIES CO-OWNERSHIP

(the "Licensor")

OF THE FIRST PART;

- and -

TELUS COMMUNICATIONS INC.

(the "Licensee")

OF THE SECOND PART.

WHEREAS:

A. By a telecommunications license agreement dated March 24, 2011 (the "**Original License Agreement**") made between the Desjardins Financial Security Life Assurance Company and Erindale CPW Properties Inc. (collectively, the "**Original Licensor**"), and Telus Communications Company (the "**Original Licensee**", the Original Licensor granted to the Original Licensee certain areas consisting of approximately one hundred (100) square feet (the "**Premises**") located in the equipment room on the ground floor of the building known as of 1270 Central Parkway West, in the City of Mississauga, Ontario (the "**Building**") which forms part of the Erindale Corporate Centre (the "**Complex**") for a term of five (5) years commencing on January 1, 2008 (the "**Commencement Date**") and expiring on December 31, 2012 (the "**Original Term**"), on the terms and conditions more particularly set forth therein;

B. The Licensor is the successor in interest to the Original Licensor and the Licensee is the successor in interest to the Original Licensee.

C. By an Extension and Amending Agreement dated July 9th, 2014 (the "**First Amending Agreement**") dated between Licensor and the Licensee, both parties agreed to extend the Term of the license for a further period of five (5) years, commencing on January 1, 2012 and ending on December 31, 2017 (the "**First Renewal Period**"), on the terms and conditions more particularly set out therein;

D. The Original License and the First Amending Agreement shall hereinafter be collectively referred to as the "**License**".

E. The Term and the First Renewal Period shall hereinafter be collectively referred to as the "**Existing Term**".

F. The parties have agreed to retroactively extend the Existing Term of the License Agreement for a further period of five (5) years, commencing on January 1, 2018 (the "**Effective Date**") and expiring on December 31, 2022.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00) that has been paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) and other mutual covenants and agreements, the parties do hereby agree as follows:

1. **Recitals**

The parties hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.

2. **Extended Term**

The Licensor and the Licensee hereby acknowledge and agree that immediately following the expiration of the First Renewal Period, the Existing Term of the License is hereby retroactively extended for a further Term of Five (5) years, commencing January 1, 2018 and ending on December 31, 2022 (the "**Extended Term**"), upon the same terms and conditions as contained in the License, except that the License Fee shall be payable in accordance with the amounts outlined below. For clarity, in addition to the payment of the License Fee, from and including the Effective Date and throughout the Extended Term, Licensee shall continue to pay to the Licensor all other charges with respect to the Licensed Premises as provided for and in accordance with the License, as amended hereby.

The Existing Term as extended by the Extended Term shall hereinafter be called the "**Term**".

3. **License Fee**

For the Extended Term, the Licensee shall pay to the Licensor, Annual License Fees, in advance in the amount of Thirty three dollars (\$33.00) per square foot of the area of the equipment room per annual plus HST or Three thousand three hundred dollars (\$3,300.00) plus HST. All other applicable charges with respect to the Premises shall continue to apply.

4. **Notices**

Effective as of the date of this agreement, the Licensor's address for notice in the License shall be amended as follows:

60 Columbia Way, Suite 200
Markham, Ontario, L3R OC9
Attention: Executive Vice President

With a copy to:

1555 Peel Street, Suite 700
Montreal, Quebec, H3A 3L8
Attention: Principal

5. Subject to the balance of this provision, the Licensee shall accept the Premises in an "as is" condition, without any allowance or inducement being applicable to the Premises. Any additional work or alterations in or to the Premises required by the License for the operation of its business contemplated in the License Agreement shall be performed by the Licensee at its sole expense, in accordance with plans and specification to be submitted to the Licensor for review and approval in advance, and otherwise in all respects subject to and in accordance with the terms, covenants and conditions of the License Agreement.
6. The Licensee represents and warrants that it has the full right, power and authority to agree to these License Agreement amendments, and the other provisions contain in this Agreement. The Licensee covenants that it has not executed any instruments or done any acts pursuant to which the License Agreement or the unexpired residue of the Term thereof, including any renewals or extensions, shall in any way be changed, encumbered, transferred or assigned.
7. The parties confirm that the terms, covenants, and conditions of the License Agreement remain unchanged and in full force and effect, except as modified by this Agreement. It is understood and agreed that the terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the License Agreement.
8. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as they case may be, but subject always to the provisions of the License Agreement restricting or limiting the Licensee's rights to assign the License Agreement or sublet the Premises or carry out any other transfer, as provided in the License Agreement.


9. The Licensee shall, at its expense, promptly execute such further documentation with respect to the Premises and the License Agreement to give effect to this Agreement as the Licensor reasonably requires from time to time.

Redbourne Realty Management III Inc., in its capacity as authorized agents for Licensor, hereby discloses, in accordance with the 'Real Estate and Business Brokers' Act, 2002 (Ontario), that it: (i) acts on behalf of Licensor, (ii) owes a fiduciary duty to Licensor in this transaction and (iii) shall be compensated by Licensor.

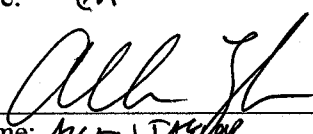
IN WITNESS WHEREOF the parties have hereto duly executed this Agreement as of the day and year first above written, by the hands of their proper signing offices duly authorized in that behalf.

**REDBOURNE ERINDALE PROPERTIES II,
REDBOURNE ERINDALE PROPERTIES II GP INC.,
REDBOURNE ERINDALE PROPERTIES III INC. and
REDBOURNE ERINDALE PROPERTIES III GP INC.
O/A
REDBOURNE ERINDALE PROPERTIES CO-OWNERSHIP
(Licensor)
represented by its manager (without personal liability),
REDBOURNE REALTY MANAGEMENT III INC.**

Per:


Name: Rossa Khan
Title: VP

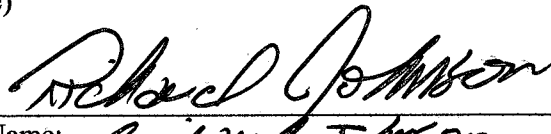
Per:


Name: ALAN TAYLOR
Title: VP

I/We have the authority to bind the Corporation.

**TELUS COMMUNICATIONS INC
(Licensee)**

Per:


Name: Richard Johnson
Title: Manager, Realty Access

I/We have the authority to bind the Corporation.