

TELECOMMUNICATIONS LICENSE AMENDING AGREEMENT

This Amendment of License is made as of the **1st day of March, 2016**.

BETWEEN:

CARLTON TOWER LIMITED

By its authorized agent **NORTHAM REALTY ADVISORS LIMITED**
(the "Licensor")

and

TELUS COMMUNICATIONS INC.

A corporation incorporated under the laws of Canada
(the "Licensee")

RECITALS:

- A. **WHEREAS** by a license agreement dated the **28th day of July, 2008** (the "Original License"), Carlton Tower Limited, as licensor, granted a license to the Licensee, for the use of certain premises (as indicated on Schedule "A" attached to the Original License) of Deemed Area in the building (the "Building") municipally known as 2 Carlton Street in the City of Toronto, province of Ontario; for a term (the "Term") of five (5) years, commencing on the **1st day of August, 2008** and expiring on the **31st day of July, 2013**.
- B. **AND WHEREAS** the Licensee has confirmed to the Licensor its intention to exercise its first of two options and the Licensor and the Licensee have agreed to extend the Term for a period of **five (5) years**, commencing **1st day of August, 2013** and expiring on **31st day of July, 2018** on the terms and conditions as set out herein.

AGREEMENT:

NOW THEREFORE, in consideration of the sum of **TEN DOLLARS (\$10.00)** and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Licensor and the Licensee agree as follows:

- A. The parties hereto hereby acknowledge, confirm and agree that the forgoing recitals are true in substance and in fact.
- B. The Original License as it is being amended and extended as described above, is referred to in this Telecommunications License Amending Agreement as the "License".
- C. In accordance with the License, the Licensor and the Licensee hereby acknowledge and confirm that they have agreed to further extend the Term of the License for a further period of **five (5) years** commencing the **1st day of August, 2013** and expiring on the **31st day of July, 2018** (the "First Extension Term") on the same terms and conditions as contained in the License, save and except as hereinafter set forth.

- D. The License Fee payable during the Third Extension Term is the annual sum of **One Thousand Five Hundred Dollars (\$1,500.00)** plus H.S.T. (and any other additional taxes in accordance with the terms of the License). The License Fee shall be payable in advance, on an annual basis, meaning the twelve (12) month period commencing on the 1st day of August each year annually during the First Extension Term, commencing on the **1st day of August, 2013**.

ELECTRICITY CONSUMPTION FEE: An electricity consumption fee of \$125.00 per annum is included in the license fee charges summarized above. The Licensor reserves the right to separately adjust the electricity consumption fee at the commencement of each year during the course of the initial term and each subsequent renewal term, separately from the license fee.

Value added taxes and similar taxes such as "HST" or "GST" are payable by the Licensee in addition to all other fees, charges and taxes payable under this License, provided that the Licensor provides to the Licensee its registration number for the purpose of payment of such tax. The Licensor's GST/HST registration number is 100817774.

- E. Except to the extent expressly amended hereby, the License shall remain in full force and effect in accordance with its terms.
- F. All capitalized terms not defined in this Agreement shall have the same meaning as in the License.
- G. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
- H. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or unenforceability of any other provision, but shall be deemed to be severable.
- I. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Agreement.
- J. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
- K. This Agreement may be executed in several counterparts and delivered by facsimile or pdf copy, each of which when so executed shall be deemed to be an original and such counterpart shall constitute one and the same instrument.

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IN WITNESS WHEREOF the parties have executed this Agreement by the hands of their respective officers duly authorized on that behalf.

Licensor:

Licensee:

CARLTON TOWER LIMITED

TELUS COMMUNICATIONS INC.

Per: 

Per: 

We/I have the authority to bind the corporation.

We/I have the authority to bind the corporation

Name: CRAG WALBERT A.S.O.

Name: Richard Johnson

Date: This 28 day of July, 2016

Date: This 14th day of July, 2016

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