

LICENSE AMENDING AGREEMENT

THIS AGREEMENT made as of the 4th day of May, 2018,

B E T W E E N:

DUNDEAL CANADA (GP) INC.
(hereinafter called "*Licensor*")

- and -

TELUS COMMUNICATIONS INC.
(hereinafter called "*Licensee*")

WHEREAS:

A. By a telecommunications license agreement dated May 1, 2013 between Licensor and Licensee, who originally signed under *TELUS Communications Company* which was dissolved as a corporate entity on October 1, 2017 with its partner *TELUS Communications Inc.* assuming all of its legal obligations (such license hereinafter called the "*License*"), said Licensor granted to Licensee for a term of five (5) years (the "*Term*") commencing June 1, 2013 and expiring May 31, 2018, a non-exclusive license to use the building (the "*Building*") (municipally known as 2200 Eglinton Avenue East, Toronto, Ontario), Licensee's Equipment and the Equipment Room in the Building (all as defined and as more particularly described in the License) for the sole purpose of providing wire-line telecommunication services to the tenants or occupants in the Building;

B. The parties have agreed to further extend the Term of the License for a period of five (5) years commencing June 1, 2018 and expiring May 31, 2023, and to amend certain other provisions of the License;

NOW THEREFORE this Agreement witnesses that in consideration of the covenants and agreements herein contained (the receipt and sufficiency of which are 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. Terms defined herein, including in the recitals, will be incorporated by reference into the License unless there is something in the subject matter or context inconsistent therewith.
2. **Extended Term:** The Term of the License shall be and is hereby extended for a further period of five (5) years (the "*Extended Term*") commencing on June 1, 2018 and expiring on May 31, 2023.
3. **License Fee:** For the Extended Term, Licensee shall pay to Licensor, in advance on the first day of June throughout the Extended Term in accordance with the License, an annual License Fee equal to:

<u>Period</u>	<u>Annual Rate</u> <u>(per sq. ft.)</u>	<u>Annual Amount</u> <u>(plus HST)</u>
June 1, 2018 – May 31, 2023	\$35.00	\$1,050.00

4. **Notices:** The License is amended such that the address for notice of the Owner is deleted and replaced with the following:
- Owner:** c/o Dream Office Management Corp.
State Street Financial Centre
30 Adelaide Street East
Suite 301
Toronto, Ontario
M5C 3H1
5. **Compliance with Laws:** Licensee is responsible at all times to comply with and to keep the equipment installed and operated pursuant to the License in accordance with the requirements of all applicable laws, directions, rules, regulations or codes of every federal, provincial and municipal authority having jurisdiction and affecting the operation, condition, maintenance and use of the equipment or the making of any repair or alteration including, without limitation, relating to environmental matters, toxic substances and hazardous waste.
6. **Ratification of License:** Except as herein provided, the terms and conditions of the License shall continue in full force and effect and the License as extended and amended herein is hereby ratified and affirmed by each of Owner and Licensee and shall be binding upon the parties hereto and their respective successors and permitted assigns.
7. **General:** Time, in all respects, shall remain of the essence. The section headings in this Agreement have been inserted for convenience of reference only and shall not be referred to in the interpretation of this Agreement nor the License. This Agreement shall be interpreted according to and governed by the laws having application in the Province of Ontario.
8. **Status of Manager:** Tenant acknowledges that Dream Office Management Corp. has executed this Agreement solely in its representative capacity as property manager for Owner and that Dream Office Management Corp. shall have no personal liability under the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

LICENSOR:

DUNDEAL CANADA (GP) INC.

By its Manager, DREAM OFFICE MANAGEMENT CORP.

Per: _____



Name: Andrew Reial

Title: Senior Vice-President, Portfolio Management

I have authority to bind the Corporation.

LICENSEE:

TELUS COMMUNICATIONS INC.

Per: _____



Name: Richard D. Johnson

Title: Manager, Building Access

I have authority to bind the Corporation and the Partnership.