

**AMENDMENT TO THE LICENSE AGREEMENT ENTERED INTO AT THE CITY OF MONTREAL, PROVINCE OF QUEBEC, ON THE 1st DAY OF October 2015**

**BETWEEN:**

**9101-8697 QUEBEC INC.**, a corporation duly incorporated according to law, herein represented by Andreas Fawner, its VP / Director, and by Siegmond Schwadt-Grollmisch its Director, duly authorized;

(hereinafter referred to as the "**Licensor**")

**AND:**

**TELUS COMMUNICATIONS COMPANY**, a legal person, duly incorporated according to laws of British Columbia, hereinafter acting and represented by Richard Jensen its Manager, Building Access, duly authorized as he so declares;

(hereinafter referred to as "**Licensee**")

**WHEREAS** pursuant to a telecommunications license agreement dated September 21, 2010 (the "License Agreement") between Licensor and Licensee, Licensee was granted certain rights to use the Equipment Room and Deemed Area and install, operate and maintain telecommunications appurtenances (as more fully described in the License Agreement) used to supply Services to the tenants and occupants in the building bearing civic number 1350 René-Lévesque Boulevard West, City of Montreal, Province of Québec (the "Building"), for a term expiring September 30, 2015 (the "Term"), the whole in accordance with and subject to the conditions set forth in the License Agreement;


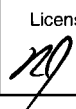
**WHEREAS** Licensee wishes to extend the Term for a period of five (5) years, the whole in accordance with the terms and conditions set forth in this Amendment.

**NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

**ARTICLE 1  
PREAMBLE**

1.1 The preamble hereto is true and correct and shall form an integral part of the present Amendment.

1.2 All terms and expressions in this Amendment with the first letter in upper case have the meaning attributed thereto in the License Agreement unless the contrary is herein provided or the context dictates otherwise.

Initials	
Licensor	Licensee
	

**ARTICLE 2**  
**EXTENSION OF TERM**

2.1 The Term of the License Agreement is hereby extended for a period of five (5) years commencing October 1, 2015 and terminating September 30, 2020 (the "Extended Term") on the same terms and conditions, subject to the provisions hereinafter set forth.

2.2 Throughout the Extended Period, the Licensee shall pay the Licensor an annual License Fee of Two Thousand Six Hundred Seventy-Five Dollars (\$2,675.00) per annum, plus GST and PST, payable annually in advance on the first day of each year of the Extended Term, without any set-off, deduction or abatement whatsoever, in accordance with the provisions of the License Agreement. For clarification, the aforementioned License Fee is not subject to C.P.I. increases during the Extended Term.

2.3 Throughout the Extended Term, Licensee shall remain responsible for all other amounts payable under the License Agreement including without limitation, the Recoverable Costs, the cost for Licensee's electricity consumption in the Building and all other charges, outlays and expenses payable by Licensee pursuant to the License Agreement, the whole in accordance with the provisions of the License Agreement.



**ARTICLE 3**  
**LICENSE AGREEMENT**

3.1 All the terms of the License Agreement, except to the extent modified by this Amendment, shall continue to apply mutatis mutandis during the Extended Term.

**ARTICLE 4**  
**OTHER PROVISIONS**

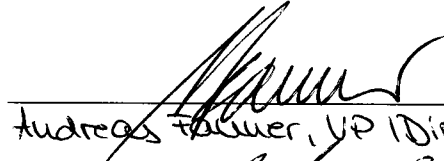
4.1 Licensor and Licensee represent and warrant that no broker, agent or other intermediary introduced the parties or negotiated or was instrumental in negotiating or consummating this Amendment. Licensee shall pay for and indemnify and hold harmless the Licensor from any and all other fees, costs or commissions of any other party claiming to represent it in connection with this Amendment.

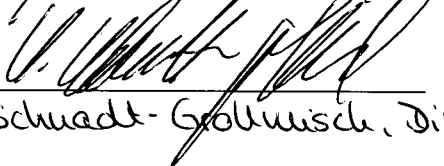
4.2 The parties have requested that this Amendment be prepared in the English language. *Les parties ont demandé que la présente convention soit rédigée en anglais.*

Initials	
Licensor 	Licensee 


**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AMENDMENT**

**9101-8697 QUEBEC INC.**  
(Licensor)

Per:   
Andreas Falmer, VP Director

Per:   
S. Schwadt-Grohmisch, Director

**TELUS COMMUNICATIONS COMPANY**  
(Licensee)

Per:   
Norman, Building Access