

**TELECOMMUNICATIONS LICENSE EXTENSION AND AMENDING AGREEMENT**

This Agreement made as of the 30<sup>th</sup> day of October, 2018,

B E T W E E N:

**LCPF REALTY INC.**  
(hereinafter called the "Licensor")

OF THE FIRST PART

- and -

**TELUS COMMUNICATIONS INC.**  
(hereinafter referred to as the "Licensee")

OF THE SECOND PART

**WHEREAS** by a telecommunications license agreement dated November 20, 2007 (the "**Original License Agreement**"), 70 University Acquisition Inc. (the "**Original Licensor**"), licensed to Telus Communications Inc. (the "**Licensee**") an area comprising approximately thirty (30) square feet on the P2 level of the building as shown in the License Agreement (the "**Deemed Area**") known municipally as 70 University Avenue, Toronto, Ontario (the "**Building**"), for a term of five (5) years from November 20, 2007 and ending on November 19, 2012 (the "**Original Term**"), as more fully described in subject to the terms and conditions set forth in the Original License Agreement;

**AND WHEREAS** by an telecommunications license extension and amending agreement dated September 4, 2012 (the "**First Amending Agreement**"), the Licensor and the Licensee did agree to extend the term of the Original License Agreement for a period of five (5) years to expire on November 19, 2017 upon the terms and conditions more particularly set out therein;

**AND WHEREAS** the Original License Agreement as amended by the First Amending Agreement shall hereafter be collectively referred to as the "**License Agreement**";

**AND WHEREAS** the Original Term as extended shall hereinafter be referred to as the "**Term**";

**AND WHEREAS** the Original Licencor assigned all of its right, title and interest in and to the License Agreement to LCPF Realty Inc. (the "**Licensor**");

**AND WHEREAS** the parties wish to amend the terms of the License Agreement to extend the term of the Agreement for a further period of five (5) years to expire November 19, 2022 on the terms and conditions as more particularly set forth herein;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby by each of the parties acknowledged, the parties hereto agree as follows:

1. The Licensee acknowledges and agrees that the above recitals hereto are true and incontrovertible.
2. For the purposes of this Agreement and unless there is a definition specifically herein contained, any words that are defined in the License Agreement shall have the same meaning herein.
3. The Licensee confirms and acknowledges that, except as herein set forth, the License Agreement is unamended, in good standing and in full force and effect as of the date hereof.
4. With effect from November 19, 2017, the Term shall be extended on the same terms and conditions as those set forth in the License Agreement save and except as follows:
  - (a) The extended term shall be the period of five (5) years commencing on November 20, 2017 (the "**Effective Date**") and expiring on November 19, 2022 (the "**Extended Term**");

- (b) The Licensee, throughout the Extended Term, shall pay to the Licensor a License Fee, without any prior demand therefor and without any deduction, abatement, or set-off, in the amount of Seven Hundred and Twenty-Eight Dollars and Sixteen Cents (\$728.16), plus HST in lawful money of Canada, per annum, in advance, on or before November 20<sup>th</sup> of each year.
  - (c) The provisions of the License Agreement relating to the payment of Electric Utilities (as set out in Section 6 of the Licence Agreement) and all other costs and charges shall continue to apply during the Extended Term.
5. The Licensor's address for notice in the Information Page of the License Agreement shall be deleted and the following substituted therefor:
- "LCPF Realty Inc.  
c/o Avison Young Real Estate Management Services Ontario Inc.  
70 University Avenue, Suite 360  
Toronto, Ontario M5J 2M4  
  
Attention: Property Manager"
- 6. The Licensee accepts the Deemed Area in "as is" condition and the Licensor shall have no responsibility or liability for making any renovations, alterations or improvements in or to the Deemed Area.
  - 7. The parties hereby acknowledge and agree that the Licensee shall have no further rights or options to extend or renew the term of the License Agreement.
  - 8. Except as hereby amended, the parties hereto acknowledge, ratify and confirm all of the provisions of the License Agreement.
  - 9. This Agreement benefits and binds the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement under corporate seal or their respective hands, as the case may be.

**LCPF REALTY INC.**  
(Licensor)

**TELUS COMMUNICATIONS INC.**  
(Licensee)

Per: *S. Barbieri*  
Name: **Sam Barbieri**  
Title: **Authorized Signing Officer**

Per: *Richard Johnson*  
Name: **Richard Johnson**  
Title: **Manager, Building Access**

Per: *S. Johnson*  
Name: **Stephen Robertson**  
Title: **ASO**

Per: \_\_\_\_\_  
Name:  
Title:

I/we have authority to bind the Corporation.

I/we have authority to bind the Corporation.