

**SECOND EXTENSION AND AMENDING AGREEMENT EFFECTIVE AS AND FROM
AUGUST 1, 2017**

BETWEEN: **7550375 CANADA INC.**
(hereinafter referred to as the "Licensor")

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

WHEREAS pursuant to a Telecommunications License Agreement made as of August 1, 2007 (the "Original License") between 777 BAY STREET ASSOCIATES, LP (the "Prior Licensor") and TELUS COMMUNICATIONS COMPANY as licensee (the "Prior Licensee"), as amended by an extension and amending agreement effective August 1, 2012 (the "First Amendment") (the Original License and the First Amendment are collectively referred to as the "License"), the 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 Original License) used to supply Services to the Ontario Government tenant situated in the building bearing civic number 777 Bay Street, City of Toronto, Province of Ontario (the "Building"), for a term expiring July 31, 2017 (the "Term"), the whole in accordance with and subject to the conditions set forth in the License;

WHEREAS the Licensor is the assignee of all of the rights, title and interest of the Prior Licensor and any successors thereof in and to the License and the Building;

WHEREAS the Licensee is the assignee of all of the rights, title and interest of the Prior Licensee in and to the License the Equipment Room and the Deemed Area.

WHEREAS the 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 agreement (the "Agreement").

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 Agreement.



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

ARTICLE 2 **EXTENSION OF TERM**

2.1 The Term of the License is hereby extended for a period of five (5) years commencing August 1, 2017 and terminating July 31, 2022 (the "Extended Term") on the same terms and conditions, subject to the provisions hereinafter set forth.

2.2 Throughout the Extended Term, the Licensee shall pay the Licensor:

- (i) for the period commencing August 1, 2017 to July 31, 2019 an annual License Fee of Four Thousand Seven Hundred Fifty Dollars (\$4,750.00) per

Initials	
Licensor 	Licensee 

annum, plus H.S.T. and all other applicable taxes, payable in advance annually on the first day of August;

- (ii) for the period commencing August 1, 2019 to July 31, 2022 an annual License Fee of Five Thousand One Hundred Fifteen Dollars and Thirty Two Cents (\$5,115.32) per annum, plus H.S.T. and all other applicable taxes, payable in advance annually on the first day of August; and
- (iii) all other amounts payable under the License 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;

the whole in accordance with the provisions of the License.

ARTICLE 3 THE LICENSE

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

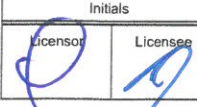
3.2 All notices, demands or other communications required or permitted under the License shall be given to the Licensee in writing in accordance with the provisions of the License, to:

Telus Communications Inc.
25 York Street, 22nd floor,
Toronto, Ontario M5J 2V5
Attention: Director, Building Access
Phone Number : 416-496-6893

ARTICLE 4 OTHER PROVISIONS

4.1 The Licensee represents and warrants that no broker, agent or other intermediary introduced the parties or negotiated or was instrumental in negotiating or consummating this Agreement. 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 Agreement.

Initials	
Licensor	Licensee





IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THESE PRESENTS

7550375 CANADA INC.
(Licensor)

Per: _____

Name:
Title:


Richard D'Amico
ASO



Michael Vilwer
ASO

I have authority to bind the corporation

TELUS COMMUNICATIONS INC.
(Licensee)

Per: _____

Name:
Title:


Richard Johnson
Manager, Build Access

I have authority to bind the corporation