

SECOND AMENDMENT OF LICENSE EFFECTIVE AS AND FROM NOVEMBER 1, 2018.

BETWEEN :

1075 BAY ENTERPRISES LIMITED PARTNERSHIP, acting and represented by its general partners, **7615469 CANADA INC.**, and **FP 1075 BAY GP LTD.**, represented by their agent, **CANDEREL MANAGEMENT INC.**
(the "**Licensor**")

”

AND:

TELUS COMMUNICATIONS INC., a body politic and corporate, hereinafter acting and represented by **Richard D. Johnson** its **Manager, Building Access**, duly authorized as he so declares, hereinafter referred to as the

(the "**Licensee**")

WHEREAS pursuant to a telecommunications license agreement effective October 25, 2007 (the "**Original License**") between 1075 BAY STREET ASSOCIATES, LP as licensor (the "**Prior Licensor**") and TELUS COMMUNICATIONS COMPANY as licensee (the "**Prior Licensee**"), as amended by an extension and amending agreement effective November 1, 2013 (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 License) used to supply Services to tenants and occupants of t the building bearing civic number 1075 Bay Street, City of Toronto, Province of Ontario (the "**Building**"), for a term which expired October 31, 2018 (the "**Term**"), the whole in accordance with and subject to the other terms and conditions of 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 and any successors thereof in and to the License, the Equipment Room and the Deemed Area;

WHEREAS the Licensee wishes to extend the Term of the License for a period of five (5) years expiring October 31, 2023, the whole in accordance with the terms and conditions set forth in this amendment (the "**Second Amendment**");

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1.0 PREAMBLE

1.1 The preamble is true and correct and forms a part hereof as if herein recited at length.

Initials	
Licensor RD	Licensee RJ

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

2.0 EXTENSION OF TERM

2.1 The parties confirm the Term is hereby extended for a period of five (5) years commencing on November 1, 2018 and expiring on October 31, 2023 (the "**Extended Term**") on the same terms and conditions as the existing License, subject to the provisions hereinafter set forth.

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

- (a) the following License Fee:
 - (i) for the period of November 1, 2018 to October 31, 2021, an annual License Fee equal to One Thousand One Hundred Fifty Dollars (\$1,150.00) per annum; and
 - (ii) for the period of November 1, 2021 to October 31, 2023, an annual License Fee equal to One Thousand Three Hundred Eighty Dollars (\$1,380.00) per annum; and
- (b) 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 payable in accordance with the terms of the License.

3.0 THE LICENSE

3.1 All the terms of the License, except to the extent modified by this Second Amendment, shall continue to apply mutatis mutandis during the Extended Term, save that the Licensee has no remaining options to extend the Term and Section 7 of the Original License is hereby deleted being of no further effect.

3.2 For clarification, the Licensee acknowledges and agrees that notwithstanding any provision to the contrary in this Second Amendment, the provisions of Section 24(d) shall remain in full force and effect during the Extended Term.

4.0 OTHER PROVISIONS

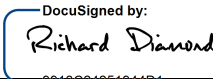
4.1 The Licensee represents and warrants that no broker, agent or other intermediary introduced the parties or negotiated or was instrumental in negotiating or consummating this Second Amendment. Licensee shall pay for and indemnify and hold harmless the Licensor from any and all other fees, costs or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

4.2 This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Second Amendment may be executed by electronic signature by any party and such signature will be deemed binding for all purposes hereof and shall constitute an original for all purposes, without delivery of an original signature being thereafter required.

Initials	
Licensor RD	Licensee RJ

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THESE PRESENTS

1075 BAY ENTERPRISES LIMITED PARTNERSHIP, acting and represented by its general partners, **7615469 CANADA INC.**, and **FP 1075 BAY GP LTD.**, represented by their agent, **CANDEREL MANAGEMENT INC.**
(Licensor)


Per: 
Name: Richard Diamond
Title: Senior Vice-President

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation

TELUS COMMUNICATIONS INC.
(Licensee)

Per: 
Name: Richard D. Johnson
Title: Manager, Building Access

I have authority to bind the corporation