

**TELECOMMUNICATIONS LICENSE CONFIRMING AND AMENDING
AGREEMENT**

THIS AGREEMENT is made on the 28th day of February, 2018.

BETWEEN:

HOOPP REALTY INC.

(the "Licensor")

and

BELL CANADA

(the "Licensee")

WHEREAS:

- A. By a telecommunications license agreement made as of the 17th day of August, 2016 (the "Original License Agreement"), the Licensor licensed to the Licensee, certain premises as more particularly described in the Original License Agreement located at the Building municipally known as 1349 Lasalle Blvd., in the City of Sudbury, in the Province of Ontario.
- B. Capitalized terms used in this Agreement have the same meanings as are respectively ascribed thereto in the Original License Agreement except as herein otherwise expressly provided.
- C. The parties hereto desire to amend certain provisions of the Original License Agreement.
- D. The Licensor and the Licensee have agreed to amend certain terms of the Original License Agreement.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the parties hereto covenant and agree that the Original License Agreement be and the same is hereby amended effective the 1st day of January, 2018 (the "Effective Date") as follows:

- 1. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
- 2. The Original License Agreement, as it is being amended, is hereinafter referred to as the "License Agreement".

3. Floor Area of the Equipment Room of the Information Page of the Original License Agreement is hereby deleted and a new Floor Area of Equipment Room is inserted as follows:

“Floor Area of Equipment Room:

For the period January 1, 2018 to September 30, 2021:

Deemed 204 square feet”

4. Schedules “A-1”, “A-2” and A-3” attached hereto shall be incorporated into and form part of Schedule “A” attached to the Original License Agreement.
5. License Fee of the Information Page is hereby amended by adding the following:

“For the period January 1, 2018 to September 30, 2021 the annual License Fee shall be increased by \$2,280.00; therefore, the total annual License Fee payable shall be \$6,120.00 plus Sales Taxes, calculated based on the annual rate of \$30.00 per square foot of the Floor Area of the Equipment Room.”

6. Sales Taxes of the Information Page is hereby deleted and the following is substituted therefore:

“Sales Taxes: Licensor’s Sales Taxes registration number: _____”

7. Notices for the Licensee on the Information Page is hereby deleted and the following is substituted therefor:

“Licensee

c/o BGIS O&M Solutions Inc.
87 Ontario Street West, 6th Floor
Montreal, QC H2X 0A7

Attention: Department, Client Services; and
Department, Lease Administration

Fax: (514) 840-8404

With a copy to:

Bell Canada Real Estate Services
87 Ontario Street West, 6th Floor
Montreal, QC H2X 1Y8

Attention: Director, Strategic Asset Planning

Fax: (514) 391-7990"

8. Except as specifically amended by the terms, covenants and agreements of this Agreement, all covenants, conditions and agreements as reserved and contained in the License, are hereby ratified and confirmed, including without limitation, the option to renew and extend the Term as set out in Section 3.2 of the Original License Agreement.
9. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Agreement.
10. It is an express condition of this Agreement that the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, as amended, be complied with.
11. This Agreement may be executed in several counterparts and delivered by facsimile or pdf copy, each of which when so executed shall be deemed to be an original and such counterparts shall constitute one and the same instrument.
12. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
13. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or unenforceability of any other provision, but shall be deemed to be severable.
14. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.

[signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

HOOPP REALTY INC.
 BY ITS AGENTS MORGUARD INVESTMENTS LIMITED

Per:

Title: GENERAL MANAGER

Per:

Name:

Title:

I/We have authority to bind the Corporation.

BELL CANADA

Per:

Name:

Title: Sr. Specialist, Asset Management

I have authority to bind the Corporation.