

**FIRST EXTENSION AND AMENDMENT OF
TELECOMMUNICATIONS LICENSE AGREEMENT**

THIS AGREEMENT dated the 9th day of March, 2022.

BETWEEN:

WINNIPEG SQUARE LEASECO INC.

(hereinafter called the "Licensor")

OF THE FIRST PART

AND:

TELUS COMMUNICATIONS INC.

(hereinafter called the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. By a Telecommunications License Agreement dated July 1, 2017 (the "License"), entered into between the Licensor and the Licensee, the Licensor granted a license for use of the Deemed Area as therein defined to the Licensee at 360 Main Street, Winnipeg, Manitoba (the "Building"), for a term of five (5) years, commencing July 1, 2017 and ending June 30, 2022, both inclusive (the "Term"), all on the terms and conditions more particularly set forth therein;
- B. The parties hereto have agreed to further extend the Term of the License and amend the License all on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) paid by each of the parties to the other (receipt and sufficiency of which are hereby expressly acknowledged) and in consideration of the mutual covenants and agreements herein the parties hereto covenant, promise and agree to and with one another as follows:

1. Definitions

Except as stated herein or amended hereby, the capitalized terms contained herein shall have the same meanings as ascribed to them in the License.

2. Amendments

2.1 Amendment to "Term"

The Paragraph headed "Term" of the Information Page of the License is amended by adding:

"The Term is extended to June 30, 2027."

2.2 Amendment to "License Fee"

The License Fee for the First Extension Term (as hereinafter defined) shall increase from the current annual License Fee which is Nine Hundred Dollars (\$900.00) per year by a percentage equal to the percentage increase in the Consumer Price Index from July 1, 2017 to July 1, 2022. The Licensor shall confirm the annual License Fee in writing to the Licensee after the July 2022 Consumer Price Index numbers are released in August 2022.

2.3 Amendment to "Renewal Term"

The Paragraph headed "Renewal Term" of the Information Page of the License is amended by deleting the words and number "Two (2) period(s)" and substituting the words and number "**One (1) period**" therefor.

2.4 Amendment to "Term - Option to Renew"

Subsection 4(b) of the License is amended by deleting the words and number "two (2) consecutive periods" and substituting the words and number "**one (1) consecutive period**" therefor.

2.5 Amendment to "Notices"

Notice to the Licensor under Section 20 of the License shall be delivered to the following address and the address for the Licensor provided in the Paragraph headed "Notices" of the Information Page of the License is deleted and the following substituted therefor:

**"Licensor
Winnipeg Square Leaseco Inc.
Suite 600 - 220 Portage Avenue
Winnipeg, MB R3C 0A5
Fax: 204-947-0453
Attention: Kim Riley, COO"**

The Licensee acknowledges that the above constitutes notice of change of address for the Licensor under the License.

3. First Extension Term

The period of the Term commencing July 1, 2022 and ending June 30, 2027 both inclusive, is herein referred to as the "**First Extension Term**".

The License is extended and continued as amended hereby for the First Extension Term on the terms and conditions as are contained in the License, except:

- (i) any right or option whatsoever to renew or extend the Term of the License beyond June 30, 2032;

- (ii) any payment or inducement whatsoever by the Licensor to the Licensee, including licensee allowance, licensee inducement, or performance of Licensor's work, whether set out in the License or otherwise;
- (iii) the amount of the annual License Fee during the First Extension Term which shall be as herein provided; and
- (iv) any terms and conditions of the License which by their nature, intent, context or meaning do not apply to the First Extension Term.

4. No Other Inducement and State of Deemed Area

The Licensee acknowledges that no payment or consideration whatsoever is due or payable to the Licensee by the Licensor by way of licensee inducement, licensee allowance or otherwise in return, or in consideration, for the Licensee entering into this Agreement. The Licensee acknowledges that the Licensor is required to perform no work pursuant to this Agreement and subject to the Licensor's obligations under the License, the Licensee hereby acknowledges it will accept the Deemed Area in the condition it exists as at July 1, 2022.

5. No Deposit

The Licensor holds no deposit from the Licensee.

6. Broker

The Licensee represents and warrants to the Licensor it has not dealt with any broker or commissioned agent or realtor representing the Licensee with respect to this Agreement, and accordingly the Licensee hereby indemnifies and saves harmless the Licensor from any payment of commission or similar remuneration to any broker, commissioned agent or realtor claiming commission or remuneration from the Licensor, with respect to representation of the Licensee as aforesaid.

7. Captions and Section Headings

The captions, paragraph headings and section headings are inserted into this Agreement for convenience only and are not to be used in the interpretation hereof.

8. Ratification

Except as amended hereby, the covenants, terms and conditions of the License are hereby ratified and confirmed and remain in full force and effect.

9. Time

Time shall be of the essence of this Agreement.

10. Preamble

The preamble to this Agreement is true in substance and fact and it is hereby incorporated into and forms a material and integral part of this Agreement.

11. Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

12. Counterparts

This Agreement may be signed by the parties in as many counterparts as may be necessary including by way of stamp signature or DocuSign signature duly authorized by the signatory parties and may be transmitted by facsimile or other electronic or digital transmission to the other parties and each counterpart so signed and transmitted shall be deemed to be an original and all such counterparts taken together shall constitute one and the same document. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile or email transmission or by electronic delivery in portable document format (".pdf") or tagged image file format (".tif"), shall be equally effective as delivery of a manually executed counterpart hereof and all counterparts of this Agreement shall be considered effective as of the day and year first written. The parties shall accept a PDF copy of this Agreement signed by the parties as an original copy.

13. Further Assurances

Each of the parties hereto agrees to do such acts and things and execute such documents and instruments and further assurances which may be reasonably required by the other party, to give force and effect to this Agreement.

[Signatures follow on the next page.]


IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first written.

Licensor:

WINNIPEG SQUARE LEASECO INC.

DocuSigned by:


 Per: _____ c/s
 238F05A0DA5E433...
 Greg Moore
Authorized Signatory

DocuSigned by:

 Per: _____
 D9BC23A2D47D416...
 Kim Riley
Authorized Signatory

We have authority to bind the Corporation

Licensee:

TELUS COMMUNICATIONS INC.

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

Per: _____
Authorized Signatory
 Name:
 Title:

I/We have authority to bind the Corporation