

**TELECOMMUNICATIONS LICENSE  
RENEWAL AND AMENDING AGREEMENT**

THIS AGREEMENT dated for reference **July 29, 2021**

**BETWEEN: 18 YORK STREET HOLDINGS INC.**

(hereinafter referred to as the "Licensor")

OF THE FIRST PART

**AND: TELUS COMMUNICATIONS INC.**

(hereinafter referred to as the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. By a license dated July 5, 2011 (the "Original License"), made between the Licensor (as successor in interest to bclMC Realty Corporation) and the Licensee (as successor to TELUS Communications Company), the Licensor granted to the Licensee the license to operate equipment for telecommunications from the building municipally described as 18 York Street, Toronto, Ontario (the "Building"), for a term (the "Term") of five (5) years, commencing August 1, 2011, and ending July 31, 2016, all upon the further terms and conditions as contained therein;
- B. By a notice dated September 15, 2016 (the "First Amendment"), Licensee validly exercised its option to extend the Term of the Original License for a period of five (5) years from August 1, 2016 to expire on July 31, 2021, upon terms and conditions as contained therein;
- C. The Original License together with the First Amendment are herein collectively referred to as the "License"; and
- D. The parties have agreed to renew License for a further period of five (5) years from August 1, 2021, upon the terms and conditions contained in this Agreement.

WITNESS that in consideration of the sum of one dollar (\$1.00) now paid by each party to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto do hereby agree as follows:

1. The recitals as hereinbefore set out are true in substance and in fact.
2. The License is hereby renewed for a further period of five (5) years, commencing August 1, 2021, (the "Effective Date"), and ending July 31, 2026, upon the same terms and covenants and conditions as are contained in the License, except for the License shall be amended pursuant to the amendments contained in Paragraph 3 of this Agreement.
3. The parties acknowledge and agree that as and from the Effective Date the License is hereby amended to provide as follows:
  - (a) The License shall be renewed for a term of five (5) years to be computed from the 1st day of August, 2021 and to expire on the 31st day of July, 2026 (the "Renewal Term").
  - (b)
  - (c) The License Fee payable by the Licensee throughout the Renewal Term shall be **Two Thousand Dollars (\$2,000.00)** per annum plus all applicable taxes.
  - (d) The Notices section, as set out on the Information Page of the Original License, shall be deleted in its entirety, and replaced with the following:

<u>"Notices":</u>	Licensors:	Licensee:
	18 York Street Holdings Inc. c/o QuadReal Property Group 199 Bay Street, Suite 4900 Toronto, ON M5L 1G2 Attention: EVP, Commercial	TELUS Communications Inc. 25 York Street, 22 <sup>nd</sup> Floor Toronto, ON M5J 2V5 Attention: Robert Beatty, Director Building Access c/o Richard Johnson, Manager Building Access
	With a copy to Licensors at:  c/o QuadReal Property Group 18 York Street, Suite 420 Toronto, ON M5J 2T8 Attention: General Manager	

- (e) Schedule "B" of the License is replaced by Schedule "A" attached hereto.
5. The parties confirm that in all other respects, the terms, covenants and conditions of the License remain unchanged and in full force and effect, except as modified by this Agreement. It is understood and agreed that all terms and expressions when used in this Agreement shall, unless a contrary intention is expressed herein, have the same meanings as ascribed to them in the License.
6. This Agreement may be executed in any number of counterparts, with the same effect as if all parties had signed the same document and will become effective once a signed counterpart is delivered by each of the parties to the other. The parties agree that the delivery of an executed copy of this Agreement by facsimile or electronically shall be


legal and binding and shall have the same full force and effect as if the original executed copy of this Agreement had been delivered.


7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and assigns as the case may be.

IN WITNESS WHEREOF the Licensor and the Licensee have executed this Agreement on the day and year first above written.

**18 YORK STREET HOLDINGS INC.**

(Licensor)


By:   
Name: Chris Ho  
Title: Director, Investment Management

By:   
Name: Peter Chan  
Title: Senior Vice President, Office

We are authorized to bind the corporation

**TELUS COMMUNICATIONS INC.**

(Licensee)

By:   
Name: Richard Johnson  
Title: Manager, Building Access

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have authority to bind the Licensee

**SCHEDULE "A"**  
*(replaces Schedule "B" of the License)*

**Communications Equipment List**

Equipment will be installed in accordance with the terms set out in this agreement. The Licensee's Communications Equipment may at some point include any of the following (or equivalent):

- Telecom equipment racks
- Cable transport ladder
- Fiber transport trough
- Fiber termination panel
- Fiber splice panel
- Various rack mount electronics
- Fiber optic and copper cable as required
- Rack mount fuse panel
- Fiber optic patch cords
- Copper termination panels
- Security screen
- Fire rated plywood
- Hydro breaker panel
- Fiber optic vertical guide
- EMT conduit, as required
- Pull boxes
- CISCO 4000 Ethernet Router
- Media Convert Shelf
- Nortel OC48 ADM
- Hydro check Meter
- ADC DSX panels (DS1 – DS3)
- Chain-link caging and combination lock