

**LEASE AMENDING AGREEMENT**

THIS AGREEMENT made as of February 6, 2023.

BETWEEN:

**KS SLATER 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 telecommunications license agreement made August 1, 2018 (the "License") between Licensor and Licensee, Licensor leased to Licensee for a term of five (5) years (the "Term"), commencing on August 1, 2018 and expiring on July 31, 2023, certain premises (as more particularly described in the Licensee) to install the Licensee's communications equipment, such premises designated as the POP Space in the building (the "Building") municipally known as 66 Slater Street, Ottawa, Ontario; and
- B. The parties have agreed to extend the Term of the License for a further period of sixty (60) months, commencing on **August 1, 2023** (the "Effective Date"), and to amend certain other provisions of the Lease, upon the terms and conditions hereinafter set forth.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the payment by each of the parties to the other of the sum of Ten Dollars (\$10.00) and other good and valuable consideration now paid by each of the parties to the other, the receipt and sufficiency whereof is hereby acknowledged, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**1. INTERPRETATION**

In this Agreement and the recitals hereto, except as expressly provided herein, the words and expressions which are defined in the License shall have the same meanings when used herein and all amendments set out herein shall be deemed amendments to the License and all necessary changes to the License to incorporate said amendments shall be deemed made thereto.

**2. EXTENDED TERM**

The parties hereto agree that the Term of the License shall be and is hereby extended for a further period of sixty (60) months (the "Extended Term"), commencing on **August 1, 2023** and expiring on **July 31, 2028**. The Licensee acknowledges and agrees that there shall be no further right to renew the License or extend the Term (as herein extended), and section 5 of the License entitled "Option to Extend Term" is hereby deleted.

**3. LICENSE FEE**

During the Extended Term, the Licensee agrees to pay to the Licensor SIX HUNDRED EIGHT FOUR DOLLARS AND FIFTY CENTS (\$684.50) per annum plus all applicable HST, payable annually in advance beginning on the Effective Date and thereafter, on August 1<sup>st</sup> of each and every subsequent year during the Extended Term, in accordance with the License, as herein extended.

**4. CONDITION OF POP SPACE**

Licensee accepts the POP Space in an "as-is" condition and acknowledges and agrees that there shall be no rent concessions, no Licensor's work required, no fixturing period and no tenant allowance or any other amount payable by Licensor to Licensee.

**5. AMENDMENTS TO LICENSE**

The License is hereby deemed amended as follows:

- (a) that in the fifth (5<sup>th</sup>) line of section 10 of the License, delete the phrase "*..and the Licensor shall add the Licensor to the Licensee's insurance as an additional insured*", and substitute in place thereof the following, "*..and the Licensor shall add the Licensor and the Licensor's property manager to the Licensee's insurance as an additional insured*".

**6. RATIFICATION OF LEASE**

Except as herein provided, the terms and conditions of the License shall continue in full force and effect and the License, as extended and amended herein, is hereby ratified and affirmed by each of Licensor and Licensee and shall be binding upon the parties hereto and their respective successors and permitted assigns.

7. GENERAL

Time, in all respects, shall remain of the essence. The section headings in this Agreement have been inserted for convenience of reference only and shall not be referred to in the interpretation of this Agreement nor the License. This Agreement shall be interpreted according to and governed by the laws having application in the Province of Ontario.

8. SIGNATURES

A facsimile or PDF or electronic signature shall constitute a valid and binding signature with the same effect as if it were an original signature endorsed on this Agreement. A signed copy of this Agreement transmitted by PDF or other electronic means of transmission shall be deemed to have been validly delivered and shall bind the parties. The parties agree that execution of this Agreement by use of digital signature software shall constitute valid execution. At Licensor's request, Licensee shall ensure that this Agreement is executed and delivered in hard copy within five (5) days of the acceptance or execution hereof by PDF or other electronic means of transmission.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

KS SLATER INC.  
(Licensor)

By: [Signature]  
Name: John P. Slater  
Title: Sr. Office

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

I/We have authority to bind the corporation.

TELUS COMMUNICATIONS INC.  
(Licensee)

By: [Signature]  
Name: Richard Johnson  
Title: Manager, Building Access

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

I/We have authority to bind the corporation.