

**TELECOMMUNICATIONS LICENSE AMENDING AND EXTENSION AGREEMENT**

THIS TELECOMMUNICATIONS LICENSE AMENDING AND EXTENSION AGREEMENT (the "Agreement") made as of September 26, 2022

BETWEEN:

**ASPEN PROPERTIES (10235 – 101 STREET) LTD.**

(the "Licensor")

OF THE FIRST PART

-and-

**TELUS COMMUNICATIONS INC.**

(the "Licensee")

OF THE SECOND PART

**RECITALS:**

- A. Oxford Properties Group Inc., and CPP Investment Board Real Estate Holdings Inc. ("Oxford"), the predecessor in title to the Licensor, and the Licensee entered into a Telecommunications Licence Agreement dated January 1, 2007 (the "Telecommunications License Agreement") by which Oxford leased to the Licensee certain Communications Spaces (the "Spaces") consisting of one hundred forty (140) square feet in the building municipally described as 10235 – 101 Street, in the City of Edmonton, in the Province of Alberta and more particularly described therein.
- B. Oxford was succeeded by the Licensor to all title, right and interest in the Building, the Telecommunications License Agreement and the Communications Spaces.
- C. By telecommunications license agreement amending and extension agreement dated October 31, 2012 (the "First Amending Agreement"), the term of the Telecommunications License Agreement was amended to reflect a five (5) year extension.
- D. By telecommunications License amending and extension agreement dated September 19, 2017 (the "Second Amending Agreement"), the Term of the Telecommunications License Agreement was amended to reflect a five (5) year extension.
- E. The Telecommunications License Agreement, First Amending Agreement and Second Amending Agreement shall collectively be referred to as the "Telecommunications License Agreement".
- F. The Licensor has agreed to permit the Licensee to exercise the renewal period and the parties hereby agree to extend the Term of the Telecommunications License Agreement by an additional five (5) years on the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of One Dollar (\$1.00) paid by the Licensor to the Licensee, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants herein contained and the agreement of the parties, the parties hereto agree as follows:

1. Unless otherwise defined in this Agreement and the recitals all initially capitalized words used in this Agreement shall have the meaning given in the Telecommunications License Agreement. All section references used in this Agreement shall be to sections in the Telecommunications License Agreement unless otherwise indicated.

2. The Telecommunications Licence Agreement is amended as follows:

(a) By deleting the Information Page in its entirety and replacing it with the Information Page attached hereto.

(b) By amending Section 36 (Notice Addresses) as follows:

“36. Notice Addresses

Any notice, demand or request provided for in this License shall be in writing and shall be effectually given:

(i) to the Licensor by registered or certified mail or by facsimile addressed to, or by delivery to, the Licensor at:

Suite 1800, 140 – 4<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3N3

Attention: Property Manager  
Facsimile: (403) 216-2661

or at such other address as the Licensor may, from time to time designate by notice; or

(ii) to the Licensee by registered or certified mail or by facsimile addressed to, or by delivery to, the Licensee at:

TELUS Communications Inc.  
Attention: Richard D. Johnson, Manager, Building Access  
25 York Street, Suite 2200  
Toronto, ON M5J 2V5  
[Richard\\_Johnson@telus.com](mailto:Richard_Johnson@telus.com)

or at such other address as the Licensee may, from time to time designate in writing.”

3. The effective date of this Agreement shall be **January 1, 2023**.

4. Except as amended by this Agreement, the Telecommunications Licence Agreement remains unchanged and is hereby ratified, confirmed and reinstated. This Agreement is not intended to release the Licensee from any of its obligations under the Telecommunications Licence Agreement arising prior to the effective date of this Agreement.

5. The parties acknowledge and agree that the existing Telecommunications License Agreement dated January 1, 2007 shall remain in full force and effect with the exception of Rent and Term, until this Agreement is fully executed by both parties.

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

LICENSOR:


**ASPEN PROPERTIED (10104 – 103 AVENUE) LTD.**

Per:   
Name: Kelly Wildeman  
Title: Secretary

I have the authority to bind the corporation

LICENSEE:

**TELUS COMMUNICATIONS INC.**

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

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the corporation

**TELECOMMUNICATIONS LICENSE AGREEMENT  
INFORMATION PAGE**

TELECOMMUNICATIONS LICENSE AGREEMENT dated the 1st day of January, 2007 between Aspen Properties (10235 – 101 Street) Ltd. as the Licensor and Telus Communications Inc., as the Licensee.

**Building:** 101 Street Tower, 10235 – 101<sup>st</sup> Street, Edmonton, Alberta

**Deemed Area:** 140 square feet

**Commencement Date:** January 1, 2023

**License Fee:** The License Fee for the Extension Term shall be increased by CPI based on the annual amount last payable during the previous extension term of the Telecommunication License Agreement, confirmed to be \$3,758.40. Both parties agree that the Licensor shall provide the exact amount to be paid once the applicable CPI calculation is available.

**Hydro Electric Fee:** the annual sum of Two Hundred & Fifty Dollars (\$250.00) in advance due on the Commencement Date and each anniversary thereafter, where applicable, as accepted by both parties.

**Additional Terms** are on Pages 1 to 24 following of this Agreement.

**Renewal Term:** One period of five (5) years.

**Term:** The period commencing on January 1, 2023 and ending on December 31, 2027.

The parties hereto agree to all of the provisions on Pages 1 to 24 of this Agreement and have executed this Agreement as the date hereof.

**LICENSEE**  
**TELUS COMMUNICATIONS INC.**

**LICENSOR**  
**ASPEN PROPERTIES (10235 – 101 STREET) LTD.**

Per: \_\_\_\_\_

Name:

Title:

Per: 

Name: *Richard Johnson*

Title: *Manager, Building Access*