TELECOMMUNICATIONS LICENSE AGREEMENT

This TELECOMMUNICATIONS LICENSE RENEWAL AGREEMENT (the "Agreement") dated for reference the 22nd day of September, 2021

BETWEEN:

TA PROPERTIES (CANADA) LTD.

having an office at 308-1111 West Georgia Street, Vancouver, British Columbia V6E 4M3 (the "Licensor")

AND:

TELUS COMMUNICATIONS INC.

having an office at 25 York Street, Floor 22, Toronto, Ontario M5J 2V5 (the "Licensee")

WHEREAS:

- A. By a telecommunications license agreement made on August 15, 2008, as amended and renewed as set out below in recitals B, C and D (collectively, the "License"), the Licensor granted a non-exclusive license to Telus Communications Company ("the Licensee") to use certain premises (the "Premises") in the building located at 1111 West Georgia Street, Vancouver, BC to establish a point of presence for a term commencing on January 1, 2007 and ending on December 31, 2011;
- B. By a renewal of telecommunications license agreement made on October 24, 2011, the Licensor and the Licensee renewed the term of the License for a term of five years commencing on January 1, 2012 and ending on December 31, 2016;
- C. By a renewal of telecommunications license agreement made on July 11, 2016, the Licensor and the Licensee renewed the term of the Lease for a further term of five years commencing on January 1, 2017 and ending on December 31, 2021;
- D. The parties have agreed to renew the License in accordance with the terms and conditions set forth herein.

NOW WITNESSETH that in consideration of the rents, covenants and agreements contained in the Lease, and in consideration of the covenants and agreements hereinafter contained, and the sum of ONE DOLLAR (\$1.00) now paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged), the parties hereby agree as follows:

- 1. The License is hereby renewed for a further period of five (5) years commencing on January 1, 2022 and expiring on December 31, 2026 (the "Renewal Term").
- 2. The Tenant shall pay to the Landlord the annual sum of FOUR THOUSAND SEVEN HUNDRED TEN DOLLARS AND FORTY-ONE CENTS (\$4,710.41) per annum plus applicable government taxes, annually in advance during the Renewal Term.

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- 3. Any capitalized terms in this Agreement that are not otherwise defined herein shall have that meaning provided in the License.
- 4. This Agreement is expressly made a part of the License and the parties agree that all terms and conditions of the said License shall continue to be in full force and effect during the Renewal Term of this Agreement except as modified by this Agreement. From and after the date of execution of this Agreement, any reference in the License or this Agreement to "this License" will hereafter be interpreted as a reference to the License as modified by this Agreement.
- 5. This Agreement and everything herein shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be, of each of the parties hereto, and every reference herein to any party hereto shall include the heirs, executors, administrators, successors, assigns and other legal representatives of such party, and where there is more than one tenant or there is a male or female party, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.
- 6. This Agreement together with the License constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written with respect to the subject matter of it.
- 7. This Agreement may be executed in counterpart or by facsimile and if so executed, all such counterparts or execution copies shall be read and construed together as if they formed one original document.

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

TA PROPERTIES (CANADA) LTD.

By:

Joo Kim Tiah Director

Jonathan Cooper Chief Operating Officer

TELUS COMMUNICATIONS INC.

By:

Name: Title:

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