

TELECOMMUNICATIONS LICENSE AMENDING AGREEMENT

This TELECOMMUNICATIONS LICENSE AMENDING AGREEMENT made as of the 4th day of July, 2024 (the "Agreement").

BETWEEN:

WMJ (4950 YONGE) HOLDINGS INC.
(hereinafter called the "Licensor")

OF THE FIRST PART;

-and-

TELUS COMMUNICATIONS INC.
(hereinafter called the "Licensee")

OF THE SECOND PART;

WHEREAS by a license agreement dated the 1st day of November, 2014 (the "Original Document"), Northam CCPF Tenco (Yonge-Madison) Limited, the then licensor, granted a license to the Licensee to install, equip, modify, upgrade, operate, maintain, repair and replace certain telecommunications equipment or hardware (as described in the Original Document) in the building municipally known as 4950 Yonge Street in the City of Toronto, in the Province of Ontario (the "**Building**"), for a term of Five (5) years commencing on November 1, 2014 and expiring on October 31, 2019 (the "**Term**"), as more particularly described in the therein;

AND WHEREAS by a telecommunications license amending agreement dated October 25, 2019 (the "**First Amendment**"), the Term of the Original Document was extended by a further period of five (5) years expiring on October 31, 2024;

AND WHEREAS the Licensor is now the owner of the Building;

AND WHEREAS the Original Document as amended by the First Amendment shall hereinafter be collectively referred to as the "**License**";

AND WHEREAS the parties have agreed to: (i) extend the Term of the License for a further period of Five (5) years (the "**Extension Term**"); and (ii) amend the License, upon the terms and conditions hereinafter set forth;

AND WHEREAS the Licensee, following such Extension Term, shall have no further rights whatsoever to extend or renew the License;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained and other

good and valuable consideration, the receipt and sufficiency of which is hereby by each of the parties acknowledged, the parties hereto agree as follows:

1. The Licensor and the Licensee acknowledge and agree that the recitals hereto are true and incontrovertible.
2. All capitalized words and terms used herein and not otherwise defined herein but defined in the License shall have the meanings ascribed to them in the License.
3. The License shall be renewed on the same terms and conditions as those set forth in the License save and except as hereinafter provided:
 - (a) The Extension Term shall be the period of Five (5) years commencing on the 1st day of November, 2024 and from thenceforth ensuing to be completed and fully ended on the 31st day of October, 2029;
 - (b) The License Fee payable during the Extension Term shall be the annual sum of \$2,800.00 plus HST (and any other additional taxes in accordance with the terms of the License). The License Fee shall be payable annually and in advance during the Extension Term commencing on the 1st day of November, 2024.
 - (c) An electricity consumption fee of \$150.00 per annum is included in the Licensee Fee stated above in Section 3(b). The Licensor reserves the right to adjust the electricity consumption fee separately from the License Fee, at the commencement of each year during the course of the Extension Term and subsequent extension or renewal terms.
 - (d) Article 12(a) of the Original Document with respect to Notices to the Licensor shall be deleted in its entirety and replaced with the following:

Licensor:


WMJ (4950 Yonge) Holdings Inc.
c/o Europro
812 Lawrence Avenue West
Toronto, ON, M6A 0B5
Tel: (416) 638-9666

4. The Licensor irrevocably and unconditionally authorizes and directs the Licensee to pay all amounts due under the License to MJ (4950 Yonge) Limited Partnership, as HST operator for the Licensor.
5. The Licensor and Licensee hereby acknowledge, confirm and agree that except as amended herein, in all other respects the terms of the License are to remain in full force and effect, unchanged and unmodified.

6. The Licensor and Licensee shall, at all times hereafter, upon the reasonable request of the other make or procure to be made, done or executed, all such further assurances and to do all such things as may be necessary to give full force and effect to the full intent of this Agreement.
7. This Agreement benefits and binds the parties hereto and their respective successors, heirs, estate trustees and permitted assigns.
8. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original hereof and fully binding upon the signatory thereto, and all such counterparts shall together constitute one and the same instrument. A signed copy of this Agreement scanned in Adobe® Portable Document Format (PDF) and sent by e-mail, shall be effective and valid proof of execution and delivery. This Agreement may be signed with an electronic signature pursuant to s. 11(1) of the Electronic Commerce Act (Ontario).

IN WITNESS WHEREOF the parties hereto have executed this Agreement under corporate seal or their respective hands, as the case may be.

WMJ (4950 YONGE) HOLDINGS INC.
(Licensor)

Per: 

Name: Moshe Faust
Title: A.S.O.

I have the authority to bind the corporation.

TELUS COMMUNICATIONS INC.
(Licensee)

Per: 

Name: Richard Johnson
Title: *Regional Business Development*
I have the authority to bind the corporation.