



LICENSE AGREEMENT AMENDMENT

This Amending Agreement is dated the 25th day of March 2025 and is entered into between:

THE CADILLAC FAIRVIEW CORPORATION LIMITED as agent to the Owner(s)
(the "Licensor")

OF THE FIRST PART

- and -

TELUS COMMUNICATIONS INC.
(the "Licensee")

OF THE SECOND PART

- A. The Licensor and the Licensee are the parties to the agreement (the "**Existing Agreement**") identified on Schedule "A" pursuant to which the Licensee installed certain telecommunications cables, wiring and equipment (collectively, the "**Equipment**") in the building (the "**Building**") known as 1 Dundas Street West also identified on Schedule "A".
- B. In this Agreement the "Existing Agreement" is deemed to include all previous amendments of the agreement referred to in Recital "A" above. The amendments deemed to be included in the "Existing Agreement" are also identified on Schedule "A".
- C. The Licensor and the Licensee have entered into this Agreement to confirm the terms and conditions on which the Alterations will be permitted.

Therefore, the Licensor and the Licensee agree as follows:

- 1. The Licensee will comply with all of the provisions of the "Existing Agreement" related to "Alterations" including, but not limited to, the obligations related to the removal and restoration at the end of the term of the "Existing Agreement".
- 2. Notices under this Agreement will be given in the same manner and to the same addresses as specified in the Existing Agreement



3. Section 6 – Electrical Utilities as stated in the Existing Agreement will be deleted and replaced with the following new Section 6:

ELECTRIC UTILITIES – FIBER INSTALLATION

Licensee's installation is purely fiber-based and does not consume power from the site. If, as the result of changes to the Licensee's Equipment, the Licensor, acting reasonably, determines that any of the Licensee's Equipment is consuming electricity from the Building's power system, the Licensee shall be responsible for paying for its electrical consumption in the Building (a "Hydro Fee"). The amount of the Hydro Fee will be determined by the Licensor, acting reasonably, and will be subject to confirmation by an independent qualified engineer. The Licensee will pay the reasonable cost of the Licensor obtaining such confirmation from the engineer and the parties will be bound by the engineer's confirmation unless the Licensee can demonstrate that the engineer's confirmation is incorrect. The Hydro Fee will be paid in annual installments in advance. If, as the result of changes to the Licensee's Equipment, the Licensor, acting reasonably, determines that there has been an increase in or there will be an increase in consumption, then a revision of the Hydro Fee will be payable by the Licensee subject to confirmation of the Licensor's estimate by an independent qualified engineer. The Licensee will pay the reasonable cost of the Licensor's obtaining such confirmation and will be bound by the engineer's confirmation unless the Licensee can demonstrate that the engineer's confirmation is incorrect.

4. The provisions of the Existing Agreement will apply to this Agreement mutatis mutandis except as modified by this Agreement.

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The parties have executed this Agreement.

**The CADILLAC FAIRVIEW
CORPORATION LIMITED as agent to the
Owner(s)**

DocuSigned by:
Cosimo Commisso (Licensor)
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Per: _____
Name: Cosimo Commisso
Title: General Manager, TEC Office
Date: 3/25/2025

Per: _____
Name: _____
Title: _____
Date: _____

I/We have the Authority to bind the Corporation.

TELUS COMMUNICATIONS INC.

(Licensee)
Per: *Richard Johnson*
Name: *Richard Johnson*
Title: *Manager, Building Access*
Date: *March 25, 2008*

Per: _____
Name: _____
Title: _____
Date: _____

I/We have the Authority to bind the Corporation.



SCHEDULE “A”

Building: 1 Dundas Street West (Toronto Eaton Centre), in the City of Toronto and the Province of Ontario.

Previous Amendments of this Agreement:

- **Original Antenna Agreement: Dated 6th day of November 2024.**



SCHEDULE "B"

Detailed Description of the Alterations



THE CADILLAC FAIRVIEW CORPORATION LIMITED

License Agreement Amendment