TELECOMMUNICATIONS LICENSE RENEWAL AND AMENDING AGREEMENT

THIS AGREEMENT dated for reference the 20th day of September, 2021

BETWEEN: 2748355 CANADA INC. and 745 THURLOW STREET HOLDINGS INC. (hereinafter collectively 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 license dated April 1, 2015 (the "License"), made between Licensor (as successor in interest to 2748355 Canada Inc.) and Licensee (as successor in interest to TELUS Communications Company), Licensor granted to Licensee the license to operate equipment for telecommunications from the building known as 745 Thurlow Street, Vancouver, British Columbia (the "Building"), for a term (the "Term") of five (5) years commencing on October 1, 2015 and ending on September 30, 2020, all upon the further terms and conditions as contained in the License;
- B. Pursuant to the section titled "Renewal Term" on the Information Page and Section 4(b) of the License, Licensee had the option to renew the License for a period of five (5) years upon the same terms and conditions contained in the License, except for:
 - (a) any further option to renew the Term; and
 - (b) the License Fee to be paid,

and Licensee did not exercise its right to such renewal as outlined in the License.

C. Notwithstanding that Licensee did not exercise its renewal right, the parties have agreed to renew License for a further period of five (5) years, upon the terms and conditions contained in this Agreement.

WITNESS that in consideration of the sum of one dollar (\$1.00) now paid by each party to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto do hereby agree as follows:

1. The License is hereby renewed for a period of five (5) years commencing on October 1, 2020, (the "Effective Date") and ending on September 30, 2025, upon the same terms and covenants and conditions as are contained in the License, except for the License shall be amended pursuant to the amendments contained in Paragraph 2 of this Agreement.

- 2. The parties acknowledge and agree that as and from the Effective Date the License is hereby amended to provide as follows:
 - (a) The License shall be renewed for a term of five (5) years to be computed from October 1, 2020 and to expire on September 30, 2025 (the "Renewal Term").
 - (b) The License Fee payable by Licensee throughout the Renewal Term shall be one thousand nine hundred thirty-two dollars and forty cents (\$1,932.40) per annum plus all applicable taxes, calculated based on an annual rate of thirty-three dollars and thirty cents (\$33.30).
 - (c) The section title "Notices" on the Information Page shall be deleted in its entirety and replaced with the following:

"Notices:

Licensor:

c/o QuadReal Property Group Limited Partnership Suite 800, Park Place 666 Burrard Street Vancouver, B.C. V6C 2X8 Attention: EVP, Commercial West Leasing Licensee:

25 York Street, Floor 22 Toronto, Ontario Canada M5J 2V5 Attention: Richard Johnson, Manager, Building Access

with a copy to:

c/o QuadReal Property Group Limited Partnership Suite 710, Park Place 666 Burrard Street Vancouver, B.C. V6C 2X8 Attention: General Manager

- (d) The section titled "Renewal Term" on the Information Page and Section 4(b) shall be deleted in their entirety.
- 3. The parties confirm that in all other respects, the terms, covenants and conditions of the License remain unchanged and in full force and effect, except as modified by this Agreement. It is understood and agreed that all terms and expressions when used in this Agreement shall, unless a contrary intention is expressed herein, have the same meanings as ascribed to them in the License.
- 4. This Agreement may be executed in any number of counterparts, with the same effect as if all parties had signed the same document and will become effective once a signed counterpart is delivered by each of the parties to the other. The parties agree that the delivery of an executed copy of this Agreement by facsimile or electronically shall be legal and binding and shall have the same full force and effect as if the original executed copy of this Agreement had been delivered.

5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and assigns as the case may be.

IN WITNESS WHEREOF the Licensor and the Licensee have executed this Agreement on the day and year first above written.

2748355 CANADA INC. (Licensor)

Name: Richard Morden Title: Authorized Signatory

By:

By:______ Name: Jeff Rank

Title: Authorized Signatory

We are authorized to bind the corporation

745 THURLOW STREET HOLDINGS INC. (Licensor)

By:

Name: Richard Morden Title: Authorized Signatory

By: ARAM. Name: Title:

We are authorized to bind the corporation

TELUS COMMUNICATIONS INC. (Licensee)

By: Name: Title: By: Name:

Title:

I/We have authority to bind the corporation