

TELECOMMUNICATIONS LICENCE AMENDING AND EXTENSION AGREEMENT

THIS TELECOMMUNICATIONS LICENCE AMENDING AND EXTENSION AGREEMENT (the "Agreement") made as of January 12, 2023.

BETWEEN:

ASPEN PROPERTIES (MT) LTD.

(the "Licensor")

OF THE FIRST PART

-and-

TELUS COMMUNICATIONS INC.

(the "Tenant")

OF THE SECOND PART

RECITALS:

- A. The Millennium Tower Leasehold Inc., (the "Original Licensor") and the Licensee entered into a Telecommunications License Agreement (the "License Agreement") dated November 1, 2027 by which the Original Licensor leased to the Licensee certain area within the Building consisting of approximately one hundred thirty eight (138) square feet (the "Deemed Area") in the Building's main telephone room in the building municipally described as 440 – 2nd Avenue SW, in the City of Calgary, and more particularly described therein.
- B. The Original Licensor was succeeded by the Licensor to all title, right and interest in the Building, the License Agreement and the Deemed Area.
- C. The Licensor and the Licensee wish to amend the License Agreement to reflect a five (5) year extension of the Term as set out below.

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 License Agreement. All section references used in this Agreement shall be to sections in the Lease unless otherwise indicated.
2. The License Agreement is amended as follows:
 - (a) The Information Page shall be deleted in its entirety and be replaced with the Information Page attached hereto in Schedule A.

3. The effective date of this Agreement shall be January 1, 2023 (the "Effective Date").
4. Except as amended by this Agreement, the License 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 License Agreement arising prior to the effective date of this Agreement.
5. Except as amended by this Agreement, the License 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 License Agreement arising prior to the Effective Date of this Agreement.
6. This Agreement may be executed by a party and delivered by email in PDF format and if so executed and transmitted, this Agreement will be for all purposes effective as if the parties had delivered and executed the original Agreement.
7. The parties acknowledge and agree that the existing License Agreement dated November 1, 2017 shall remain in full force and effect 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 PROPERTIES (MT) LTD.

KAW

Per: _____

Name: Kelly Wildeman

Title: Secretary

I have the authority to bind the corporation

LICENSEE

TELUS COMMUNICATIONS INC.

Per: *Richard Johnson*

Name: *Richard Johnson*

Title: *Manager, Billing Access*

Per: _____

Name:

Title:

I/We have the authority to bind the corporation

SCHEDULE A

TELECOMMUNICATIONS LICENSE AGREEMENT INFORMATION PAGE (POP)

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT dated the 1st day of November, 2017 between Millennium Tower Leaseholds Inc., as assigned to Aspen Properties (MT) Ltd., the as the Licensor and TELUS Communications Inc., as the Licensee.

Building: Millennium Tower, 440-2nd Avenue SW in the City of Calgary, and the Province of Alberta

Floor Area of Deemed Area: 138 square feet (Deemed Area 1 of2 = 55 sq/ft., Deemed Area 2 of2 = 83sq/ft). The exact measurement of the Deemed Area may be verified by an architect or surveyor employed by the Licensor for that purpose and upon verification, an adjustment of the License Fee and the floor area will be made retroactively to the Commencement Date.

Commencement Date: the 1st day of January, 2023

Term: 5 years commencing on the Commencement Date and ending on the 31st day of December, 2027

License Fee: \$4,113.78 annually in advance due on the Commencement Date and each anniversary thereafter.

Electrical Consumption Fee: \$250.00 annually in advance due on the Commencement Date and each anniversary thereafter.

Renewal Term: 1 period of five (5) years.

Notices: Licensor

Aspen Properties (MT) Ltd.
c/o Aspen Property Management Limited Partnership
1800, 140 – 4th Avenue SW, Calgary, Alberta T2P 3N3
Attn: Senior Property Manager
Email: ccote@aspenproperties.ca

Licensee

TELUS Communications Inc. 25 York Street, 22nd Floor Toronto, ON M5J 2V5
Attention: Manager, Building Access
Facsimile: 416-496-6767
Telephone: 416-496-6893