

**TELECOMMUNICATIONS LICENSE
RENEWAL AND AMENDING AGREEMENT**

THIS AGREEMENT is dated **September 28, 2022**.

BETWEEN:

TORONTO COLLEGE PARK LTD.

(the "Licensor")

- and -

TELUS COMMUNICATIONS INC.

(the "Licensee")

WHEREAS:

- A. By a telecommunications License agreement dated October 30, 2007 (the "Original License Agreement"), the Licensor granted to TELUS Communications Inc., a license to install and operate telecommunications equipment in the building municipally known as Toronto College Park and located at 21 College Street and 444 Yonge Street, Toronto, Ontario (Collectively, the "Building"), for a term (the "Term") of five (5) years, commencing on October 1, 2007 and expiring on September 30, 2012, all upon the further terms and conditions as contained in the License;
- B. The Original License Agreement contained one (1) option to extend the Term for five (5) years commencing on October 1, 2012 (the "First Option");
- C. By a License Amending and Extension Agreement dated July 5, 2013 (the "**First Amendment**"), made between the Licensor and TELUS Communications Inc., as Licensee, the Licensor exercised its First Option to extend the term of the Original License Agreement for a further period of five (5) years, commencing October 1, 2012 and expiring on September 30, 2017 (the "First Extension Term"), upon the terms as more particularly described herein;
- D. The First Amendment contained one (1) additional option to extend the Term for five (5) years commencing October 1, 2017 (the "Second Option");
- E. By a Letter dated August 9, 2017 (the "**Notice**") the Licensee exercised its Second Option, extending the Term for five (5) years commencing October 1, 2017, and ending September 30, 2022 (the "**Second Extension Term**");
- F. The Licensee has requested two (2) additional options to extend the Term for five (5) years, retroactively commencing October 1, 2022 (the "**Third Option**") and October 1, 2027 (the "**Fourth Option**");
- G. The Licensor and the Licensee have agreed to extend the Term in accordance with the Third Option and to amend the License Agreement on the terms and conditions set out herein.

THEREFORE, the parties hereto agree to amend the License as follows:

- 1. The recitals as hereinbefore set out are true in substance and in fact.
- 2. The License is renewed for a period of five (5) years (the "**Third Renewal Term**"), retroactively commencing October 1, 2022 (the "**Effective Date**"), and ending September 30, 2027, upon the same terms and conditions as are contained in the License, except that the License shall be amended pursuant to Paragraph 3 of this Agreement.
- 3. As and from the Effective Date the License is amended to provide as follows:
 - (a) The License Fee payable by the Licensee throughout the Second Renewal Term is Four Thousand Six Hundred Eighty and 00/100 Dollars (\$4,680.00) plus applicable taxes payable annually.

- (b) The Licensee retains the right to renew the Term for one further period of five (5) years (the "Fourth Renewal Term"), commencing on October 1, 2027, and there are no further options to renew the Term after the Fourth Renewal Term.
- 4. 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.
- 5. This Amending Agreement may be executed in counterparts and by way of an electronic signature application such as, without limitation, DocuSign, and when so executed by all parties shall be of the same force and effect as if all parties had executed one and the same document and treated, for purposes of validity, enforceability, and admissibility, the same as hand-written signatures. Transmission of executed copies of this Amending Agreement, whether or not in counterpart, by email or electronic delivery shall be deemed to have the same effect as delivery of an original executed copy to the party receiving the email transmission or the electronic copy. While ink-signed originals may be circulated at any time, neither the circulation of such ink-signed originals nor the execution thereof shall derogate from the binding effect of the signatures delivered electronically pursuant to this Section.
- 6. 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.

TORONTO COLLEGE PARK LTD.
by its agent **GWL Realty Advisors Inc.**
(Licensor)

TELUS COMMUNICATIONS INC.
(Licensee)

DocuSigned by:
By: Nuno Topa October 23, 2022
Name: Nuno Topa
Title: Authorized signing officer

By: Richard Johnson
Name: Richard Johnson
Title: Manager, Building Access

DocuSigned by:
By: James Wainright October 25, 2022
Name: James Wainright
Title: Asset Manager

By: _____
Name: _____
Title: _____

We are authorized to bind the corporation

I/We have authority to bind the corporation