

**RENEWAL OF TELECOMMUNICATIONS LICENSE**

This **RENEWAL OF LICENSE AGREEMENT** dated for reference the **28<sup>th</sup> Day of September 2022**.

**BETWEEN:** **800 FIFTH LIMITED PARTNERSHIP**, a British Columbia company, having offices at Suite 168, 555 West 12<sup>th</sup> Avenue, Vancouver, BC, V5Z 3X7

(the "Licensor")

**OF THE FIRST PART**

**AND:** **TELUS COMMUNICATIONS INC.**, a company duly incorporated under the laws of Alberta, having a registered office at

(the "Licensee")

**OF THE SECOND PART**

**WHEREAS:**

- A. By a Telecommunications License Agreement dated the **7<sup>th</sup> day of May 2018**, (collectively the "License Agreement"), between **Artis Mactri Ltd.** (the "Original Licensor") and Licensee, the Original Licensor granted the Licensee "Grant of License" as defined in Section 2 of the License Agreement for a term of **Five (5) years** commencing on the **1<sup>st</sup> day of October 2017**, and ending on the **30<sup>th</sup> day of September 2022**;
- B. The Licensor became the successor in title to the Original Licensor on January 31, 2020;
- C. The Licensee have requested the Licensor to grant to it a renewal of the License Agreement for a further term of **Five (5) years** commencing on the **1<sup>st</sup> day of October 2022** and ending on the **30<sup>th</sup> day of September 2027** with 1 x five (5) years option to renew.

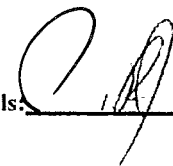
WITNESSETH THAT IN CONSIDERATION of the mutual covenants hereinafter set forth, the parties hereto do covenant and agree as follows:

- 1) The Licensor hereby license to the Licensee the Telecommunications License for the building located at 800 5<sup>th</sup> Avenue SW, Calgary, Alberta for a term of **Five (5) years** commencing on the **1<sup>st</sup> day of October 2022** and ending on the **30<sup>th</sup> day of September 2027** (the "Renewal Term") with 1 x five (5) years option to renew.

2) **LICENSE FEE**

<u>Year</u>	<u>Annual Fee</u>
1	\$3,500.00
2	\$3,700.00
3	\$3,700.00
4	\$3,700.00
5	\$3,700.00

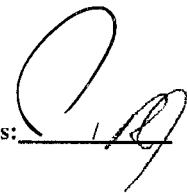
Initials: \_\_\_\_\_



OPTION YEARS LICENSE FEE

<u>Year</u>	<u>Annual Fee</u>
1	\$4,000.00
2	\$4,000.00
3	\$4,250.00
4	\$4,250.00
5	\$4,250.00

- 3) Provided that the Licensee is not in default in the performance of its obligations and covenants under the License Agreement, both at the exercise of the option to renew and the commencement of the renewal term, the Licensee shall have the option to renew the Term of the License Agreement for one (1) additional term of five (5) years. In order to validly exercise any option to renew, the Licensee shall advise the Licensor thereof by notice in writing to the Licensor, received by the Licensor no sooner than twelve (12) months and no later than nine (9) months prior to the expiration of the preceding term, or renewal term, as the case may be. In the event the Licensee fails to exercise any option in the aforesaid manner and within the aforesaid time, this option shall be irrevocably deemed to be null and void and of no further effect and the License Agreement shall expire at the end of the preceding term, or renewal term, as the case may be.
- 4) The Licensor and Licensee do hereby covenant and agree that during the Renewal Term they shall be bound by, observe and perform all the terms of the License Agreement.
- 5) Wherever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate and the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto and each of them, as the context so requires. Words and phrases used in the Agreement shall have the same meanings ascribed to them in the Lease unless otherwise specifically defined herein.

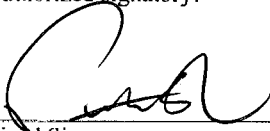
Handwritten initials in black ink, appearing to be 'C.A.' or similar, written over a horizontal line.

IN WITNESS WHEREOF the parties have executed this Agreement.

LANDLORD:

**800 FIFTH LIMITED PARTNERSHIP**

by its authorized signatory:



Authorized Signatory

TENANT:

**TELUS COMMUNICATIONS INC.**

by its authorized signatory:



Authorized Signatory

*Manager, Building Access*

WITNESS:

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

Initials: 