

**2 BLOOR STREET EAST
SECOND LICENSE EXTENSION AND AMENDING AGREEMENT**

THIS AGREEMENT is dated August 8, 2024

BETWEEN:

6524443 CANADA INC.
(the “**Licensor**”)

-and-

TELUS COMMUNICATIONS INC.
(the “**Licensee**”)

WHEREAS:

- A. The Licensor and Telus Communications Company (“**TCC**”), as licensee, entered into a telecommunications license agreement dated April 1, 2015 (the “**Initial License Agreement**”) with respect to the Services provided by the Licensee in the building located at 2 Bloor Street East, Hudson’s Bay Centre, Toronto, Ontario (the “**Building**”) for a term of five (5) years commencing on April 1, 2015 and expiring on March 31, 2020 (the “**Initial Term**”) on the terms and conditions more particularly set out in the License Agreement;
- B. On October 1, 2017, TCC was dissolved and the Licensee, as the sole partner of TCC, assumed all of the assets, undertakings and obligations of TCC, including without limitation, the License Agreement;
- C. By a license extension and amending agreement made as of January 3, 2020 (the “**First Amendment**”) the Initial Term was extended for a period of five (5) years commencing on April 1, 2020 and expiring on March 31, 2025 (the “**First Extended Term**”), and the Initial License Agreement was amended upon the terms and conditions more particularly set out therein;
- D. The Initial License Agreement and the First Amendment are hereinafter collectively referred to as the “**License Agreement**”;
- E. The Initial Term and the First Extended Term are hereinafter collectively referred to as the “**Term**”;
- F. Pursuant to Section 4 of the License Agreement, the Licensee has the option to renew the Term of the License Agreement for one (1) further period of five (5) years on the terms more particularly set out in the License Agreement; and
- G. The Licensor and the Licensee have agreed to enter into this Agreement to document the extension of the Term for a period of five (5) years commencing on April 1, 2025 (the “**Effective Date**”) and to amend the License Agreement as herein provided.

IN CONSIDERATION of the covenants, terms, conditions and agreements between the parties and the sum of Two Dollars (\$2.00) the receipt and sufficiency of which are hereby acknowledged by one party to the other, the parties agree as follows:

- 1. All capitalized terms and expressions used herein and not otherwise defined shall have the same meaning as prescribed in the License Agreement, unless a contrary intention is expressed in this Agreement.
- 2. As of the Effective Date, the License Agreement shall be amended as follows:
 - (i) by deleting the Information Page and replacing it with Exhibit “1” attached hereto.
 - (ii) by deleting Section 31 of the License Agreement and replacing it with the following:

“31. FORCE MAJEURE

If and to the extent that either the Licensor or the Licensee shall be prevented, delayed or restricted in the fulfilment of any covenant or obligation hereunder due to any causes beyond its reasonable control (and not to any extent caused by its default or act or omission and not to the extent avoidable by the exercise of reasonable care), which causes include but are not limited to acts of God, the public enemy, riots and insurrections, war, accident, fire, embargoes, judicial action, acts of civil or military authorities, then the Licensor or the Licensee, as the case may be, shall be deemed not to be in default in the performance of such covenant or obligation and any period for the performance of such covenant or obligation shall be extended accordingly for the duration of such event and the other party to this Agreement shall not be entitled to compensation for any loss, inconvenience,

nuisance or discomfort thereby occasioned, provided that in no event will the Licensee be relieved of its obligation to pay any Fees or other amount due hereunder. In addition, should a situation arise which, based on a directive, bulletin, notice or other form of communication from a government or utility or public health authority or on advice of a medical or other professional or based on the Licensor's reasonable determination, it is determined that occupants, tenants, licensees, invitees or contractors working in the Building are or may be exposed to imminent danger including, without limitation, from a disease, virus or other biological or physical agents that may be detrimental to human health or if the Licensor determines that such a situation is at risk of developing in the Building, then the Licensor may impose additional or other (and in either case, reasonable in the circumstances) Rules and Regulations including restricting or limiting access to the Building, and in such event, the provisions of this section shall apply. ”

3. The Licensee represents and warrants that it has the right, full power and authority to extend the Term and amend the License Agreement as provided in this Agreement.

4. The Licensee acknowledges that: (a) it has no claims, defences or set-offs against the Licensor arising under the License Agreement and hereby waives any previous claims, defences or set-offs which may have been made or asserted by it; and (b) the Licensor is not in default under any terms of the License Agreement nor has any event occurred which, with the passage of time or giving of such notice, or both, will constitute a default under the License Agreement.

5. The parties confirm that in all other respects, the terms, covenants and conditions of the License Agreement remain unchanged and in full force and effect, except as modified by this Agreement.

6. This Agreement shall enure to the benefit of the Licensor and its successors and assigns and shall be binding on each of the other parties hereto and each of their respective heirs, executors, administrators and permitted successors and permitted assigns.

7. This Agreement may be executed manually or by a verifiable electronic signature system (ie DocuSign) and in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. The parties hereby agree that electronic signatures are intended to authenticate this Agreement and have the same force and effect as manual signatures in accordance with the *Ontario Electronic Commerce Act*, 2000, and hereby adopt any manual or electronic signatures received by electronic transmission or by fax machine as original signatures of the parties.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement as of the date first set out above.

BROOKFIELD PROPERTIES CANADA MANAGEMENT LP,
by its sole general partner,
BROOKFIELD PROPERTIES CANADA MANAGEMENT CORPORATION,
as agent for and on behalf of
6524443 CANADA INC.
(Licensor)

Per: George Dumnyak
Authorized Signature

I have authority to bind the corporation

TELUS COMMUNICATIONS INC.
(Licensee)

Per: Richard Johnson
Authorized Signature

Per: _____
Authorized Signature

I/We have authority to bind the corporation

Exhibit "1"

INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT made as of the 1st day of April, 2015, amended by a license extension and amending agreement dated the 3rd day of January, 2020 and a second license extension and amending agreement dated August 8, 2024 between **6524443 CANADA INC.** as the Licensor and **TELUS COMMUNICATIONS INC.** as the Licensee. The information is as follows:

Building: The office building municipally known as 2 Bloor Street East, in the City of Toronto, and the Province of Ontario.

Floor Area of Deemed Area: 50 square feet designated as Unit SB1102, Basement (B) Level.

Commencement Date:

Initial Term: the 1st day of April, 2015.
First Extended Term: the 1st day of April, 2020.
Second Extended Term: the 1st day of April, 2025.

License Fee:

Period:	Rate Per square foot of Deemed Area:	Annual Fee:
April 1, 2015 to March 31, 2020	\$30.00	\$1,500.00
April 1, 2020 to March 31, 2025	\$32.25	\$1,612.50
April 1, 2025 to March 31, 2030	\$34.85	\$1,742.50

The floor area of the Deemed Area is estimated to be 50 square feet. 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, **should the actual area be greater than 50 square feet**, an adjustment of the License Fee and the floor area will be made retroactively to the Commencement Date.

Notices:

Licensor	Licensee
Brookfield Office Properties Management LP	Telus Communications Company
181 Bay Street, Suite 700	25 York Street, 22nd Floor
Toronto, Ontario M5J 2T3	Toronto, Ontario M5J 2V5
Attention: SVP, Legal Counsel, Eastern	Attention: Real Estate Manager

With a copy to:
Brookfield Office Properties Management LP
181 Bay Street, Suite 700
Toronto, Ontario M5J 2T3
Attention: Director, Technical Services

Prime Rate Reference Bank: The Toronto Dominion Bank.

Renewal Term(s): None

Term:

Initial Term: The period starting on the Initial Term Commencement Date, and ending on the 31st day of March, 2020.

First Extended Term: The period starting on the First Extended Term Commencement Date and ending on the 31st day of March, 2025.

Second Extended Term: The period starting on the Second Extended Term Commencement Date and ending on the 31st day of March, 2030.