

TELECOMMUNICATIONS LICENSE AMENDING AGREEMENT

THIS AGREEMENT made the 28th day of April, 2022

BETWEEN:

**1201 GLENMORE GP INC. as general partner for
1201 GLENMORE LP**
(hereinafter called "*Licensor*")
- and -

TELUS COMMUNICATIONS INC.
(hereinafter called "*Licensee*")

WHEREAS:

A. By a license dated July 24, 2012 made between Licensor and Licensee (formerly known as Telus Communications Company) as extended and amended by a Telecommunications License Amending Agreement dated June 19, 2017 (the "*License*"), Licensor granted a non-exclusive license to Licensee to use the Building, Communications Spaces, Deemed Area and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in the Building for a term, as extended, of ten (10) years (the "*Term*") commencing on August 1, 2012 and expiring July 31, 2022.

B. The parties have agreed to extend the Term of the License for a further period of five (5) years commencing August 1, 2022 and expiring July 31, 2027 and to amend certain other provisions of the License effective the date hereof (the "*Effective Date*") as more particularly set out herein;

NOW THEREFORE this agreement witnesses that in consideration of the covenants and agreements herein contained the parties hereto covenant and agree with each other as follows:

1. **Interpretation:** The recitals are true in fact and in substance. Except as otherwise expressly provided in this Agreement the terms used herein shall have the meanings attributed to them in the License. Terms defined herein, including in the recitals, will be incorporated by reference into the License unless there is something in the subject matter or context inconsistent therewith.

2. **Extended Term:** The Term of the License shall be and is hereby extended for a further period of five (5) years (the "*Extended Term*") commencing on August 1, 2022 and expiring on July 31, 2027.

3. **License Fee:** For the Extended Term, Licensee shall pay to Licensor, a License Fee equal to One Thousand Seven Hundred Dollars (\$1,700.00) per annum, plus applicable taxes, in accordance with Section 3 of the License.

4. **Amendments:** Commencing on the Effective Date, the Agreement is amended as follows:

(i) section 21 titled "Notices" shall be, and is hereby amended by deleting the word "not" in the last sentence, and

(ii) Licensee's email address richard_johnson@telus.com is added to the Licensee's contact information under "Notices" of the Information Page.

5. **Ratification of License:** Except as herein provided, the terms and conditions of the License shall continue in full force and effect and the License as extended and amended herein is hereby ratified and affirmed by each of Licensor and Licensee and shall be binding upon the parties hereto and their respective successors and permitted assigns.

6. **General:** Time, in all respects, shall remain of the essence. The section headings in this Agreement have been inserted for convenience of reference only and shall not be referred to in the interpretation of this Agreement nor the License. This Agreement shall be interpreted according to and governed by the laws having application to the Province in which the Building is situated.

7. **Status of Manager:** Licensee acknowledges that Northwest Healthcare Properties Corporation has executed this Agreement solely in its representative capacity as property manager for Licensor and

that Northwest Healthcare Properties Corporation shall have no personal liability under the provisions of this Agreement.

8. **Electronic Signatures:** This Agreement may be delivered by fax or by email or other electronic or digital transmission of this Agreement in PDF or in another electronic or digital format. A party's PDF or other electronic or digital signature on this Agreement shall be deemed to be an original signature of such party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

LICENSOR:

**1201 GLENMORE GP INC. as general partner for
1201 GLENMORE LP, by its agent and manager,
NORTHWEST HEALTHCARE PROPERTIES
CORPORATION**

Per: *Terry Schmitt*
Name: Terry Schmitt
Title: Regional General Manager, Western Canada

I have authority to bind the Corporation.

LICENSEE:

TELUS COMMUNICATIONS INC.

Per: *Richard Johnson*
Name: Richard Johnson
Title: Manager, Building Access

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.