

FOURTH RENEWAL OF TELECOMMUNICATIONS LICENSE AGREEMENT

This Agreement made the **16th day of November, 2022**

BETWEEN:

HOOPP REALTY INC./LES IMMEUBLES HOOPP INC.,
by its duly authorized agent Triovest Realty Advisors Inc.

(the "Licensor")

OF THE FIRST PART

AND:

TELUS COMMUNICATIONS INC.

(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. by an undated license made in the year 2002 (the "**Original License**") made between the Licensor (though represented at that time by Tonko Development Corp.) and the Licensee, the Licensor granted a license to the Licensee to install, operate, maintain, repair and replace certain communications equipment in the equipment room in the building (the "**Equipment Room**") known as Canada Place and municipally located at 407 – 2nd Street S.W. in the City of Calgary and the Province of Alberta (the "**Building**"), for and during a term (the "**Term**") of five (5) years, commencing on January 1, 2002 and expiring on December 31, 2006;
- B. the Licensee has remained in occupation of the Equipment Room following the expiration of the Term for the period from and including January 1, 2007 to December 31, 2008 pursuant to clause 3.3 of the License, and the Licensor and the Licensee agreed that the License remained valid and in effect during the aforesaid period;
- C. Tonko Realty Advisors Ltd. became the successor in interest to Tonko Development Corp. as the duly authorized agent of the Licensor;
- D. by an agreement (the "**Renewal of Telecommunications License Agreement**") dated the 1st day of January, 2009, the License was formally renewed for the period January 1, 2007 to December 31, 2011 on terms and conditions as more particularly set out therein;
- E. by an agreement (the "**Second Renewal of Telecommunications License Agreement**") dated the 23rd day of September, 2011, the License was formally renewed for the period January 1, 2012 to December 31, 2016 on terms and conditions as more particularly set out therein;
- F. by Articles of Amalgamation dated June 1, 2012, Tonko Realty Advisors Ltd. amalgamated with Redcliff Realty Group Corp., Redcliff Realty Management Inc., and Redcliff Realty Advisors Inc. to continue under the name of Triovest Realty Advisors Inc.;
- G. by an agreement (the "**Third Renewal of Telecommunications License Agreement**") dated the 30th day of September, 2016, the License was formally renewed for the period January 1, 2017 to December 31, 2021 on terms and conditions as more particularly set out therein;
- H. the Original License, the Renewal of Telecommunications License Agreement, the Second Renewal of Telecommunications License Agreement, and the Third Renewal of Telecommunications License Agreement are hereinafter collectively referred to as the "**License**"; and

I. the Licenser and the Licensee have agreed to renew the Term of the License for a further term of **five (5) years** (the "**Fourth Renewal Term**") commencing on the **1st day of January, 2022** and expiring on the **31st day of December, 2026** on terms and conditions hereinafter set forth.

NOW THEREFORE, pursuant to the premises and in consideration of the covenants and agreements herein contained and the sum of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Licenser and Licensee covenant and agree to modify the License as follows:

1. The parties acknowledge that the foregoing recitals are true in substance and in fact.
2. Capitalized terms that are used in this Agreement and not otherwise defined, shall have the meanings ascribed thereto in the License.
3. In respect of the Fourth Renewal Term created hereby, the License shall be amended so that the Licensee shall pay to the Licenser a License Fee as follows:

January 1, 2022 – December 31, 2026: \$3,850.00 per annum, plus GST, which Licensee Fee shall be paid in advance on the first day of the Fourth Renewal Term, without set off or deduction, and thereafter, on each anniversary of the Commencement Date during the period.

The Landlord and Tenant acknowledge that the License Fee has not been paid by the Tenant to the Landlord for the year 2022. It is, therefore, a requirement under this Agreement that the Tenant pay the Landlord the License Fee owing for the period January 1, 2022 to and including December 31, 2022 prior to January 1, 2023, failing which the Tenant shall be considered in default under the License, and the Landlord shall use all remedies available to it thereunder.

4. The Licenser and Licensee acknowledge that the Licensee has no formal options to renew or extend the Term of the License.
5. This Agreement is supplemental to the License, and all covenants, agreements, provisos, stipulations and conditions whatsoever therein contained shall continue in full force and effect during the Fourth Renewal Term except as to the amended terms and conditions set forth herein.
6. This Agreement may be executed by the parties in separate counterparts all of which, when taken together, will constitute a single agreement among the parties. Execution of this Agreement by a party may be evidenced by way of an electronic transfer emailed (by way of an Adobe Acrobat PDF file) transmission of such party's signature, or by a photocopy of a party's signature, each of which will constitute the original signature of such party to this Agreement.
7. This Agreement will enure to the benefit of and be binding upon the Licenser and Licensee and their respective successors and permitted assigns.

IN WITNESS WHEREOF the Licenser has executed this Agreement on the _____ day of _____, in the year **2022**.

Nov 29, 2022

HOOPP REALTY INC./LES IMMEUBLES HOOPP INC.,
by its duly authorized agent Triovest Realty Advisors Inc.
(LICENSOR)

Per: Brad Merchant
Brad Merchant (Nov 28, 2022 11:44 MST)
Name & Title: Brad Merchant - Sr. VP,
Asset Management

Per: Paul Skeans
Paul Skeans (Nov 29, 2022 06:24 MST)
Name & Title: Paul Skeans
EVP Commercial West

We have the authority to bind the corporation.

IN WITNESS WHEREOF the Licensee has executed this Agreement on the 28th day of November, in the year 2022.

TELUS COMMUNICATIONS INC.
(LICENSEE)

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

Per: _____
Name & Title: _____

I/We have the authority to bind the corporation.