

**LICENSE AMENDING AGREEMENT**

THIS AGREEMENT is made as of the 20<sup>th</sup> day of November, 2025

**BETWEEN:**

**Whiterock Sussex Centre Mississauga Inc.**  
(hereinafter called the "Licensor")

-and-

**Telus Communications Inc.**  
(hereinafter called the "Licensee")

**WHEREAS:**

- A. By a telecommunications license agreement dated January 26<sup>th</sup>, 2016 (such license hereinafter called the "License") between Licensor and Licensee, Licensor granted to Licensee for a term of five (5) years (the "Term") commencing on June 1, 2016 and expiring on May 31, 2021, a non-exclusive license to use the building (the "Building") (municipally known as **50 and 90 Burnhamthorpe Road West, Mississauga**) and the Equipment/POP Room in the Building (all as defined and as more particularly described in the License) for the sole purpose of providing telecommunication services to its customers in the Building; and
- B. The License provided for renewal term of one (1) period of five (5) years; and
- C. By an amendment to telecommunications license agreement dated January 6, 2021, the parties agreed to extend the License commencing on June 1, 2021 and expiring on May 31, 2026; and
- D. The parties have agreed to extend the Term of the License for a further period of five (5) years commencing on June 1, 2026 and expiring on May 31, 2031, and to amend certain other provisions of the License.

**NOW THEREFORE** this Agreement witnesses that in consideration of the covenants and agreements herein contained (the receipt and sufficiency of which are hereby acknowledged) 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 commencing on June 1, 2026 and expiring on May 31, 2031 (the "Extended Term").
- 3. License Fee:** For the Extended Term, Licensee shall pay to Licensor, the License Fee equal to two thousand and ninety Dollars (\$2,090) per annum (or \$55 psf based on the estimated 38 sqft occupied), payable annually in advance, plus applicable taxes, as provided for and in accordance with the License. The initial License Fee payable in the Extended Term shall be for the period commencing on the first day of the Extended Term and ending on December 31 of that year. All subsequent License Fees shall be payable on the first day of each subsequent calendar year.
- 4. Additional Costs:** For the Extended Term, Licensee also agrees to pay all on-going costs incurred by the Licensor attributable to the Licensee's exercise of its rights herein including, without limitation, electrical costs, maintenance, repairs and replacements to the Equipment Room, the Entrance Link and the Building Risers and all other costs associated with the operation, management, repair and replacement of the telecommunications infrastructure within the Building. Such amounts may be estimated by the Licensor and will be payable by the Licensee annually in advance – on January 1 of each calendar year. Within a reasonable time after the end of each calendar year the Licensor will reconcile such amounts and the Licensor and Licensee shall make any appropriate adjustment.
- 5. Option to Extend:** Provided that Licensee is **Telus Communications Inc.** Licensee is not then in default under this Agreement and Licensee has provided not more than nine (9) months and at least six (6) months written notice to Licensor, then Licensee shall have the right to extend for one (1) further period of five (5) years upon the same terms and conditions as contained in this Agreement except as otherwise expressly

provided herein and except that there shall be no further right of extension or renewal, no Licensor's Work required, no amount payable by Licensor to Licensee, and the License Fee shall be agreed to by the parties in writing based on the prevailing market rates for similar Equipment Rooms in similar buildings, provided that the License Fee shall, in no event, be less than the License Fee payable during the last twelve (12) month period immediately preceding the commencement of the extension term. Where the parties are unable to agree on the License Fee payable during the extension term on or before the date that is sixty (60) days prior to the expiration of the Term the matter in dispute shall be determined by a single arbitrator appointed under provincial arbitration legislation. The parties shall execute an extension agreement prepared by Licensor upon Licensor's then standard form to reflect the terms to such extension of the Term.

6. **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.
7. **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 in the Province of Ontario.
8. **Status of Manager:** Licensee acknowledges that Dream Office Management Corp. has executed this Agreement solely in its representative capacity as property manager for Licensor and that Dream Office Management Corp. shall have no personal liability under the provisions of this Agreement. Subject to the foregoing, Dream Office Management Corp. shall represent and act for and on behalf of the Licensor for all purposes of this Agreement.
9. **Signatures:** A PDF or electronic signature shall constitute a valid and binding signature with the same effect as if it were an original signature endorsed on this Agreement. A signed copy of this Agreement transmitted by PDF or other electronic means of transmission shall be deemed to have been validly delivered and shall bind the parties. The parties agree that execution of this Agreement by use of digital signature software shall constitute valid execution.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

LICENSOR:

**WHITEROCK SUSSEX CENTRE MISSISSAUGA INC.**  
BY ITS MANAGER, DREAM OFFICE MANAGEMENT CORP.

Per: \_\_\_\_\_

Name: Heather Leblanc

Title: VP – Property Management

I have authority to bind the Corporation

LICENSEE:

**TELUS COMMUNICATIONS INC.**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/We have authority to bind the Corporation