

**TELECOMMUNICATIONS LICENSE
RENEWAL AND AMENDING AGREEMENT**

THIS AGREEMENT dated for reference the **15th** day of **September 2022**

BETWEEN: RICHARDSON CENTRE LIMITED

(hereinafter referred to as the “Licensor”)

OF THE FIRST PART

AND: TELUS COMMUNICATIONS INC.

(hereinafter referred to as the “Licensee”)

OF THE SECOND PART

WHEREAS:

A. By a license dated the 1st day of July 2017, (the “License”), made between the Licensor and TELUS Communications Company (“TCC”) (incorrectly endorsed as TELUS Communications Corporation therein), to install, operate, maintain, improve, replace and remove some telecommunications equipment in the building municipally located and civically described as 161 Portage Avenue East, Winnipeg, Manitoba (the “Building”), for a term (the “Term”) of five (5) years, commencing the 1st day of July 2017, and ending the 30th day of June 2022, all upon the further terms and conditions as contained in the License;

B. By an assumption of license dated the 1st day of October 2017 (the “Assumption of License”), the License, as amended, was assumed by TELUS Communications Inc., the Licensee named herein, effective the 1st day of October 2017.

C. Pursuant to Section 4 of the License, the Licensee has the option to renew the Term of the License for a further period of five (5) years upon the same terms and conditions contained in the License, except for:

- (i) any further option to renew the Term; and
- (ii) the License Fee to be paid;

D. The parties have agreed to renew the Term of the License for a further period of five (5) years from the 1st day of July 2022, upon the terms and conditions contained in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration now paid by the Licensee to the Licensor, the receipt of which is hereby acknowledged, and the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The recitals as hereinbefore set out are true in substance and in fact.

2. The Term of the License is hereby renewed for a further period of five (5) years, commencing the 1st day of July 2022, (the “Effective Date”), and ending the 30th day of June 2027, upon the same terms and covenants and conditions as are contained in the License, except for the License shall be amended pursuant to the amendments contained in Paragraph 3 of this Agreement.
3. The parties acknowledge and agree that as and from the Effective Date the License is hereby amended to provide as follows:
 - (a) The License Fee on the Information Page of the License shall be deleted and replaced with the following:

“The annual sum of five hundred seventy dollars and fifty cents (\$517.50) per annum, based on the annual rate of seventeen dollars and twenty-five cents (\$17.25) per square foot of the floor of the Deemed Area.”
 - (b) The Notice address for the Licensor on the Information Page of the Licensee shall be deleted and replaced with the following:

“TELUS Communications Inc.
25 York Street, Floor 22
Toronto, ON M5J 2V5”
 - (c) There shall be no further right to renew the License.
4. The Licensee represents and warrants that it has the right, full power and authority to agree to these amendments to the License, and other provisions contained in this Agreement.
5. The parties confirm that in all other respects, the terms, covenants and conditions of the License remain unchanged and in full force and effect, except as modified by this Agreement. It is understood and agreed that all terms and expressions when used in this Agreement shall, unless a contrary intention is expressed herein, have the same meanings as ascribed to them in the License.
6. This Agreement may be executed in any number of counterparts, with the same effect as if all parties had signed the same document and will become effective once a signed counterpart is delivered by each of the parties to the other. The parties agree that the delivery of an executed copy of this Agreement by facsimile or electronically shall be legal and binding and shall have the same full force and effect as if the original executed copy of this Agreement had been delivered.
7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and assigns as the case may be.

THE NEXT PAGE IS THE EXECUTION PAGE

IN WITNESS WHEREOF the Licensor and the Licensee have executed this Agreement on the day and year first above written.

RICHARDSON CENTRE LIMITED
(Licensor)

TELUS COMMUNICATIONS INC.
(Licensee)

DocuSigned by:
Keith Major
By: _____ September 28, 2022
Name: *Keith Major*
Title: Managing Partner, Head of Canadian REM

DocuSigned by:
Richard Johnson
By: _____ September 28, 2022
Name: *Richard Johnson*
Title: Manager, Building Access

DocuSigned by:
Brent Dreger
By: _____
Name: *Brent Dreger*
Title: *Brent Dreger* Treasurer

By: _____
Name:
Title:

We are authorized to bind the corporation

I/We have authority to bind the corporation

DocuSigned by:
Michael Guttormson
7410B76A6F3C442...
Michael Guttormson Assistant Secretary