

**HUDSON'S BAY CENTRE  
LICENSE EXTENSION AND AMENDING AGREEMENT**

THIS AGREEMENT made as of January 3, 2020

**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 "**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 "**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. Pursuant to Section 4 of the License Agreement, the Licensee has the option to renew the Term of the License Agreement for two (2) further periods of five (5) years each on the terms more particularly set out in the License Agreement; and
- D. 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, 2020 (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 by deleting the Information Page and replacing it with Exhibit "1" attached hereto.
- 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: Denise Wong  
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 1<sup>st</sup> day of April, 2015 and amended by a license extension and amending agreement dated the 3<sup>rd</sup> day of January, 2020 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, Hudson's Bay Centre, 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 1<sup>st</sup> day of April, 2015.

**Extended Term:** the 1<sup>st</sup> day of April, 2020.

License Fee:

<b>Period:</b>	<b>Rate Per square foot of Deemed Area:</b>	<b>Annual Fee:</b>
April 1, 2015 to March 31, 2020	\$30.00	\$1,500.00
April 1, 2020 to March 31, 2025	\$32.25	\$1,612.50

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:

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

**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): one (1) period of five (5) years.

Term:

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

**Extended Term:** The period starting on the Extended Term Commencement Date and ending on the 31<sup>st</sup> day of March, 2025.