

**2 QUEEN STREET EAST
FIRST LICENSE EXTENSION AND AMENDING AGREEMENT**

THIS AGREEMENT made as of this 26th day of August, 2021

BETWEEN:

**ONTARIO HOLDING LTD.,
BPO (ONTARIO CORE) LTD. and
CREHOY INC.
(collectively, 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 the 6th day of April, 2017 (the "**License Agreement**") with respect to the Services provided by the Licensee in the building located at 2 Queen Street East, Toronto, Ontario (the "**Building**") for a term expiring the 31st day of May, 2022, (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, undertaking and obligations of TCC, including without limitation, the License; and
- C. 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 the 1st day of June, 2022 (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 License Agreement shall be amended by deleting Section 31 and replacing it with the following:

"31. Force Majeure

If and to the extent that either the Licensor or the Licensee shall be prevented, delayed or restricted in the fulfilment of any covenant or obligation hereunder due to any causes beyond its reasonable control (and not to any extent caused by its default or act or omission and not to the extent avoidable by the exercise of reasonable care), which causes include but are not limited to acts of God, the public enemy, riots and insurrections, war, accident, fire, embargoes, judicial action, acts of civil or military authorities, then the Licensor or the Licensee, as the case may be, shall be deemed not to be in default in the performance of such covenant or obligation and any period for the performance of such covenant or obligation shall be extended accordingly for the duration of such event and the other party to this Agreement shall not be entitled to compensation for any loss, inconvenience, nuisance or discomfort thereby occasioned, provided that in no event will the Licensee be relieved of its obligation to pay any Fees or other amount due hereunder. In addition, should a situation arise which, based on a directive, bulletin, notice or other form of communication from a government or utility or public health authority or on advice of a medical or other professional or based on the Licensor's reasonable determination, it is determined that occupants, tenants, licensees, invitees or contractors working in the Building are or may be exposed to imminent danger including, without limitation, from a disease, virus or other biological or physical agents that may be detrimental to human health or if the Licensor determines that such a situation is at risk of developing in the Building, then the Licensor may impose additional or other (and in either case, reasonable in the circumstances) Rules and Regulations including restricting or limiting access to the Building, and in such event, the provisions of this section shall apply."

4. 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.
5. 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.

6. 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.

7. 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.

8. 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**

In its capacity as property manager for the Owner
(Licensor)

Per: Denise Wong

Name: Denise Wong

Title: Senior Vice President, Eastern Region

I have authority to bind the corporation

TELUS COMMUNICATIONS INC.
(Licensee)

Per: Richard Johnson

Name: Richard Johnson

Title: Manager, Building Access

Per: _____

Name:

Title:

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 6th day of April, 2017 and amended by license extension and amending agreements made as of the 26th day of August 2021 between **ONTARI HOLDINGS LTD., BPO (ONTARIO CORE) LTD. AND CREHOY INC.**, collectively as the Licensor and **TELUS COMMUNICATIONS INC.** as the Licensee. The information is as follows:

Building: The office building municipally known as 2 Queen Street East, in the City of Toronto, and the Province of Ontario.

Floor Area of Deemed Area: 20 square feet located in Room P2-15, Parking Level 2.

Commencement Date: **Original Term:** June 1, 2017
First Renewal Term: June 1, 2022

License Fee:

Period:	Rate Per square foot of Deemed Area:	Annual Fee:
June 1, 2017 to May 31, 2022	\$40.08	\$801.60
June 1, 2022 to May 31, 2027	\$42.50	\$850.00

The floor area of the Deemed Area is estimated to be 20 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 20 square feet, an adjustment of the License Fee and the floor area will be made retroactively to the Commencement Date.

Notices:

Licensor Brookfield Properties Canada Management LP 181 Bay Street, Suite 700 Toronto, Ontario M5J 2T3 Attention: Director, Technical Services	Licensee TELUS Communications Inc. 25 York Street, 22 nd Floor Toronto, Ontario M5J 2V5 Attention: Manager, Building Access
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With a copy to:
181 Bay Street, Suite 700
Toronto, Ontario M5J 2T3
Attention: SVP, Legal Counsel

Prime Rate Reference Bank: The Toronto Dominion Bank.

Renewal Term(s): One (1) period of five (5) years.

Original Term: The five (5) year period starting on the Original Term Commencement Date, and ending on May 31, 2022.

First Renewal Term: The five (5) year period starting on the First Renewal Term Commencement Date, and ending on May 31, 2027.