

## FIRST RENEWAL AGREEMENT

THIS FIRST RENEWAL AGREEMENT made this **Seventeenth day of April 2020**.

BETWEEN:

**THE MANUFACTURERS LIFE INSURANCE COMPANY,**  
hereinafter called the "Licensor"

OF THE FIRST PART,

- and -

**TELUS COMMUNICATIONS INC.**  
hereinafter called the "Licensee"

OF THE SECOND PART,

WHEREAS by a Telecommunications License Agreement dated the **17<sup>th</sup> day of March 2015** (the "Telecommunication License Agreement") the Licensor leased to the Licensee, premises located in the main telecommunication room (MTR) (the "Leased Premises") located in the Building known as **1600 Carling Avenue in Ottawa, ON** and more particularly described in the said Telecommunication License Agreement subject to the terms and conditions set forth in the Telecommunication License Agreement;

WHEREAS following an internal corporate reorganization, Telus Communications Company changed its name to Telus Communications Inc. as of October 1<sup>st</sup>, 2017;

AND WHEREAS the Licensor and Licensee desire to renew the said Telecommunication License Agreement;

NOW WITNESSETH that in consideration of the rents, covenants and agreements contained in the Telecommunication License Agreement, and in consideration of the covenants and agreements hereinafter contained, and the sum of ONE DOLLAR (\$1.00) now paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged), the Licensor and the Licensee hereby agree to renew the Telecommunication License Agreement on the following terms and conditions:

1. The Term of the Telecommunication License Agreement is further renewed for the period of five years commencing **retroactively** on the **First (1<sup>st</sup>) day of April 2020** and expiring on the **Thirty-First (31<sup>st</sup>) day of March 2025** (the "Renewal Term").

2. The Licensee shall pay an annual Basic Rent of **Five Thousand Dollars (\$5,000.00)** payable in advance, in one instalment of **Five Thousand Dollars (\$5,000.00)**, on the first (1<sup>st</sup>) day of April each year during the Renewal Term, the first payment to be made as of the **First (1<sup>st</sup>) day of April 2020**.

**The Licensee shall still pay to the Licensor in annual instalments the amount of approximately One Hundred Dollars (\$100.00) plus applicable taxes subject to adjustments from time to time as provided in Section 6, for Electrical Consumption Costs attributed to the operation of the Communications Equipment. The first payment will be on the Commencement Date and each subsequent payment will be made on April 1<sup>st</sup> of each year, in advance, throughout the Term.**

3. This Renewal Agreement shall be read together with the Telecommunication License Agreement and the parties confirm that, except as modified herein, all covenants and conditions in the Telecommunication License Agreement remain unchanged, unmodified and in full force and effect during the Renewal Term save and except the right of further renewal or extension, unless specifically agreed to in the Telecommunication License Agreement and save and except that any Licensor's Work (if any), Licensee Improvement Allowance (if any), Basic Free Rent Period (if any) and any other inducements shall not apply to the Renewal Term. The Licensee agrees that it will accept the Premises in an "as is" condition.

4. Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Telecommunication License Agreement.

5. The parties agree, from time to time, to do or cause to be done all such things, and shall execute and deliver all such documents, agreements and instruments reasonably requested by another party, as

may be necessary or desirable to complete the extension contemplated by this Renewal Agreement and to carry out its provisions and intention.

6. This Renewal Agreement shall enure to the benefit of and be binding upon the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.

IN WITNESS WHEREOF the parties hereto have executed this Renewal Agreement.

Licensor:

**THE MANUFACTURERS LIFE INSURANCE COMPANY**

*Stephen Nicoletti*

By: \_\_\_\_\_

Name: Stephen Nicoletti

Title: Managing Director – Eastern Canada

\_\_\_\_\_  
Witness as to signing  
by Licensor

I/We have authority to bind the Corporation

Licensee:

**TELUS COMMUNICATIONS INC.**

*Robert Beatty*

By: \_\_\_\_\_

Name: Robert Beatty

Title: AVP, Building Access

\_\_\_\_\_  
Witness as to signing  
by Licensee or officer(s)  
of Licensee

By: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the Corporation