

**LICENSE AGREEMENT AMENDMENT  
(For Equipment Installations and/or Modifications)**

This Amending Agreement is dated the 1<sup>st</sup> day of November, 2020 and is entered into between:

**ONTREA INC., THE CADILLAC FAIRVIEW CORPORATION LIMITED AND OPB  
(TDC) INC.**

(the "Licensor")

OF THE FIRST PART

- and -

**TELUS COMMUNICATIONS INC.**

(the "Licensee")

OF THE SECOND PART

**WHEREAS:**

- A. The Licensor and the Licensee are the parties to the agreement (the "**Existing Agreement**") identified on Schedule "A" pursuant to which the Licensee installed certain telecommunications cables, wiring and equipment (collectively, the "**Equipment**") in the building (the "**Building**") known as 77 King Street West also identified on Schedule "A".
- B. The Licensee wishes to make "Alterations" to the Equipment.
- C. In this Agreement "Alterations" is deemed to include all or any of: the modification, removal, or relocation of the Equipment or any part of it, and the addition of equipment in the Building, and the proposed Alterations are described in detail in Schedule "B".
- D. In this Agreement the "Existing Agreement" is deemed to include all previous amendments of the agreement referred to in Recital A above. The amendments deemed to be included in the Existing Agreement are also identified on Schedule "A".
- E. The Licensor and the Licensee have entered into this Agreement to confirm the terms and conditions on which the Alterations will be permitted.

Therefore, the Licensor and the Licensee agree as follows:

- 1. The Licensee will comply with all of the provisions of the Existing Agreement related to Alterations including, but not limited to, the obligations related to removal and restoration at the end of the term of the Existing Agreement.

2. The Alterations that this Agreement permits are more particularly described in Schedule "B" of this Agreement but those Alterations are only permitted if the Licensee complies with this Agreement.
3. Without limiting the Licensee's obligations set out in this Agreement, the Licensee will:
  - (a) Provide those plans, specifications and drawings related to the Alterations that the Licensor requires, and in the format that the Licensor requires;
  - (b) Obtain whatever permits, approvals, inspections and confirmations from every governmental and regulatory authority are required in connection with the Alterations and provide copies to the Licensor or to any representative of the Licensor that the Licensor designates for that purpose; it being understood that no Alteration is permitted until the requirements stipulated above in this Section 3(b) are satisfied, and that on completion of the Alterations the Licensee must (i) provide whatever "as built" or "record" drawings the Licensor requires, in the format that the Licensor requires, and (ii) provide whatever certificates of compliance, or other evidence of compliance are required from the applicable governmental or regulatory authorities;
  - (c) Pay to the Licensor within sixty (60) days of a particularized invoice, in each case, the reasonable costs of reviews of plans, specifications and working drawings and the costs of inspections of the Alterations;
  - (d) Abide by the reasonable requirements of the Licensor regarding access, storage of materials, timing of work and all other aspects of the Alterations, it being understood that if there is any inconsistency between the requirements of the Existing Agreement and this Agreement, the Licensor may impose the requirement that reasonably works for both the Licensor's and Licensee needs; and
  - (e) Take full responsibility for maintaining, repairing and insuring the Alterations and Equipment.
4. The License Fee will be increased by an additional Two Thousand Two-Hundred and Fifty dollars (\$2,250.00) per annum for fifty (50) square feet of additional floor space. Additional annual fee is payable commencing November 1, 2020 and will be prorated.
5. Notices under this Agreement will be given in the same manner and to the same addresses as specified in the Existing Agreement.
6. The provisions of the Existing Agreement will apply to this Agreement *mutatis mutandis* except as modified by this Agreement.

**[Balance of this page left intentionally blank]**

The parties have executed this Agreement.

**ONTREA INC., THE CADILLAC FAIRVIEW CORPORATION LIMITED AND OPB (TDC) INC.**

(Licensor)

Per: *Scott McBrayne*  
Name: Scott McBrayne  
Title: Senior Director National Operations

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the 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 the authority to bind the Corporation.

## **SCHEDULE "A"**

**Building:** 77 King Street West, in the City of Toronto, and the Province of Ontario.

**Previous Amendments of this Agreement:**

- **Original Telecommunications License Agreement: Dated 1<sup>st</sup> day of December 2019**

## **SCHEDULE "B"**

### **Detailed Description of the Alterations**

Additional Space: 50 square feet of equipment space

Attached drawings for upgrade