

FIRST RENEWAL AGREEMENT

THIS FIRST RENEWAL AGREEMENT made this **30th day of March 2021**.

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 **20th day of January 2016** (the "Telecommunication License Agreement") the Licensor leased to the Licensee, premises (the "Leased Premises") located in the Building known as **55 Metcalfe Street, 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 1st, 2017;

WHEREAS a minor mistake was made in the Telecommunication License Agreement of January 20, 2016, suggesting on Page IP that the Term was for a period of five (5) years from April 1st, 2016 and ending on March 31, 2020; in fact the end date should have been March 31, 2021;

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 on the **1st day of April 2021** and expiring on the **31st day of March 2026** (the "Renewal Term").

2. The Licensee shall remain at an annual Basic Rent of **Six Thousand Dollars (\$6,000.00)** payable in advance, in one instalment of **Six Thousand Dollars (\$6,000.00)**, on the first (1st) day of April each year during the Renewal Term, the first payment to be made as of the **1st day of April 2021**.

The Licensee shall continue to pay to the Licensor in annual instalments the amount of approximately **Zero Dollars (\$0.00)** 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 1st 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.

Richard Johnson

By: _____
Name: *Richard Johnson*
Title: *Manager, Building Access*

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

By: _____
Name:
Title:

I/We have authority to bind the Corporation