



LICENSE EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT MADE EFFECTIVE AS OF OCTOBER 28, 2025

BETWEEN

391102 B.C. LTD.

(the "Licensor")

AND

TELUS COMMUNICATIONS INC.

(the "Licensee")

WHEREAS:

- A. By a Telecommunications License Agreement dated March 31, 2016 (the "**Original License**") between the Licensor and TELUS Communications Company, as the Licensee, the Licensor granted the Licensee a license to install, operate, maintain, repair and replace certain communications equipment in portions of the buildings located at 4601, 4611 and 4621 Canada Way, Burnaby, B.C. (the "**Building**") for a term of five (5) years commencing on April 1, 2016 and ending on March 31, 2021 (the "**Term**"), as more particularly described in the Original License;
- B. The Original License expired on March 31, 2021. Following expiry, the Licensee's equipment remained in place and the Licensee continued to provide services thereafter; and
- C. The Licensor and the Licensee now wish to extend and modify the Original License as set out in this agreement (the "**Agreement**").

THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

- 1. For the purposes of this Agreement and unless there is a definition specifically herein contained, any words, terms or phrases that are defined in the Original License shall have the same meaning herein.
- 2. The "**Effective Date**" of this Agreement shall mean November 1, 2025, being the date first written above.
- 3. **Gap Period; Holdover Acknowledgement and True-Up**
 - 3.1 The parties acknowledge the Original License expired on March 31, 2021 and that Licensee's Equipment remained installed and accessible thereafter (the "**Gap Period**"). For the Gap Period only: (a) the rights and obligations under the Original License are deemed to have continued on a year-to-year holdover basis, subject to all other terms of the Original License (except term), solely to regularize the



parties' relationship and without creating any renewal right not otherwise set forth herein; (b) within thirty (30) days after the Effective Date, the Licensee will pay the Licensor a one-time true-up equal to the annual license fee in effect immediately prior to expiry, prorated for the Gap Period, less any amounts previously paid by the Licensee for such period; and (c) except for (i) payment obligations, (ii) indemnity obligations, and (iii) claims for bodily injury, property damage or willful misconduct, each party releases the other from claims arising solely from the lapse of the stated term during the Gap Period. This Section 2 is a compromise to regularize the relationship during the Gap Period and does not waive any right except as expressly stated.

4. Term; Extension

- 3.1 The License is hereby extended for a ten (10) year period (the "**First Extended Term**") commencing April 1, 2021 and ending March 31, 2031, subject to and as regularized by Section 2 above. For the avoidance of doubt, as of the Effective Date, the License (as amended by this Agreement) is in full force and effect.
- 3.2 To the extent the Original License required advance written notice to exercise any extension or renewal, the parties waive such notice requirements and confirm the extension set out in this Agreement.

4. License Fee for First Extended Term

- 4.1 For the First Extended Term, the Licensee will pay the following annual license fees (plus applicable taxes), payable in advance in equal monthly installments unless otherwise agreed in writing:
 - (a) Months 1–60 of the First Extended Term (April 1, 2021 through March 31, 2026): Two Thousand Two Hundred Sixty-Nine and 95/100 Dollars (\$2,269.95) per annum.
 - (b) Months 61–120 of the First Extended Term (April 1, 2026 through March 31, 2031): Two Thousand Seven Hundred Seventy-Five and 05/100 Dollars (\$2,775.05) per annum.
- 4.2 Any other recoverable or pass-through costs (if any) remain as set out in the Original License.

5. Holdover

- 5.1 After the First Extended Term, if the Licensee's Equipment remains in the Building after expiration of the First Extended Term without a further written extension or renewal, the License will continue on a year-to-year basis upon all terms then in effect, except that the annual license fee will increase by ten percent (10%) for each such renewal year, unless otherwise agreed in writing.

6. Ratification; No Novation; Survival

- 6.1 Except as expressly modified by this Agreement, the Original License remains unchanged, is hereby ratified and confirmed, and continues in full force and effect. This Agreement is an amendment and extension, not a novation.



- 6.2 All indemnities, releases, limitations of liability, access, construction, hazardous materials, restoration, insurance, confidentiality, dispute resolution and governing law provisions of the Original License continue during the First Extended Term and any holdover.

7. Equipment; Spaces; Confirmation

- 7.1 As of the Effective Date, the locations of the Entrance Link, Communications Spaces, Equipment Room and the Licensee's Equipment under the Original License remain unchanged unless otherwise documented by plans approved under Section 7 of the Original License.
- 7.2 Any future installations or modifications remain subject to Section 7 (Construction) and related provisions of the Original License.

8. Insurance

- 8.1 The Licensee represents and warrants that it maintains, and will continue to maintain throughout the First Extended Term, the insurance required by Section 10 of the Original License, with limits not less than those set forth therein. Within ten (10) days after the Effective Date, the Licensee will deliver updated certificates of insurance naming the Licensor (and, if designated by the Licensor in writing, the Licensor's property manager and any additional entities as required) as additional insured, with 30 days' endeavor to give notice of cancellation.

9. Notices; Contacts

- 9.1 The Licensor notices:
391102 B.C. Ltd. c/o Dominion Property Management Ltd.
Suite 2011, 7495 132nd Street, Surrey, British Columbia V3W 1J8
- 9.2 The Licensee notices:
TELUS Communications Inc.
25 York Street, Floor 29, Toronto, Ontario M5J 2V5
Attention: Richard Johnson, Manager, Building Access
richard_johnson@telus.com

10. Conflicts; Counterparts; Electronic Delivery

- 10.1 In the event of a conflict between this Agreement and the Original License, this Agreement controls.
11. This Agreement may be executed in counterparts and delivered electronically (including by PDF). Each counterpart is deemed an original, and all counterparts together constitute one and the same instrument.

12. Miscellaneous

- 12.1 This Agreement binds and benefits the parties and their respective successors and permitted assigns.



12.2 Nothing herein waives any default not expressly waived or impairs any right or remedy, all of which are reserved.

13. Time is of the essence in this Agreement.

This Agreement shall be open for acceptance until 5:00 p.m. Pacific Time on Friday, November 14, 2025 after which time, if not accepted, it will be terminated. This Agreement may be accepted by signing and returning the duplicate copies hereof by email to kyla.mullens@rsgroup.ca.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

391102 B.C. LTD.
(Licensor)

By: C. MacKellar

Name: Colin MacKellar

Title: A.S.O

By: A. N.

Name: A. N.

Title: Director

TELUS COMMUNICATIONS INC.
(Licensee)

By: Richard Johnson
Authorized Signatory for and on behalf of
TELUS Communications Inc.

Name: Richard Johnson

Title: Manager, Business Affairs

By: _____
Authorized Signatory for and on behalf of
TELUS Communications Inc.

Name: _____

Title: _____