

**TELECOMMUNICATIONS LICENSE
RENEWAL AND AMENDING AGREEMENT**

THIS AGREEMENT dated for reference the 11th day of **October, 2013**

BETWEEN: TEN 201 JASPER AVENUE LTD.
(hereinafter referred to as the "Licensor")

OF THE FIRST PART

AND: TELUS COMMUNICATIONS INC.
(hereinafter referred to as the "Licensee")

OF THE SECOND PART

WHEREAS:

A. By a license dated 1st of January 2008, (the "License"), made between Crehoy Inc., ETE (MCEG) Ltd., and BPO (ENB) Ltd. as the Licensor and Telus Communications Inc. as the Licensee, the Licensor granted to the Licensee the license to operate equipment for telecommunications from the building located and civically described as Enbridge Tower, 10201 Jasper Avenue, Edmonton, AB (the "Building"), for a term (the "Term") of Five (5) years, commencing 1st of January 2008, and ending 31st of December 2012, all upon the further terms and conditions as contained in the License;

B. Ten 201 Jasper Avenue Ltd. has acquired all the rights and interest in the Building and under the License and has therefore become the Licensor named herein.

C. Pursuant to Section 4 of the License, the Licensee has the option to renew the Term of the License for One (1) further period of Five (5) years upon the same terms and conditions contained in the License, except for:

(i) there will be no further option to renew the Term beyond the 31st day of December, 2017 unless mutually agreed to by both the Licensee and Licensor; and

(ii) the License Fee to be paid;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration now paid by the Licensee to the Licensor, the receipt of which is hereby acknowledged, and the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The recitals as hereinbefore set out are true in substance and in fact.
2. The Term of the License is hereby renewed for a further period of Five (5) years, commencing 1st day of January 2013 (the "Effective Date") and ending 31st day of December 2017 (the "First Renewal Term"), upon the same terms and covenants and conditions as are contained in the License, except for the License shall be amended pursuant to the amendments contained in Paragraph 3 of this Agreement.

3. The parties acknowledge and agree that as and from the Effective Date the License is hereby amended to provide as follows:
- (a) The annual license fee during this term shall be Three Thousand One Hundred and fifty Dollars (\$3,150.00) calculated based on the annual rate of Thirty One Dollars and Fifty Cents (\$31.50) per square foot. The floor area of the Deemed Area is estimated to be One Hundred (100) square feet.
 - (b) **Notices** provision on the Information Page of the License shall be amended as follows:
 - “to Licensor at: **Ten 201 Jasper Avenue Ltd.
c/o Bentall Kennedy (Canada) LP
Suite 301, 240 – 4th Avenue S.W.
Calgary, Alberta T2P 4H4
Attention: Property Manager
Facsimile: (403) 303-2450**
 - to Licensee at: **Telus Communications Inc.
Floor 22, 25 York Street
Toronto, Ontario M5J 2V5
Attention: Manager, Building Access”**
4. The Licensee represents and warrants that it has the right, full power and authority to agree to these amendments to the License, and other provisions contained in this Agreement.
5. The parties confirm that in all other respects, the terms, covenants and conditions of the License remain unchanged and in full force and effect, except as modified by this Agreement. It is understood and agreed that all terms and expressions when used in this Agreement shall, unless a contrary intention is expressed herein, have the same meanings as ascribed to them in the License.
6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and assigns as the case may be.

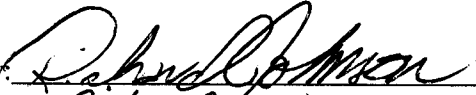
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IN WITNESS WHEREOF the Licensor and the Licensee have executed this Agreement on the day and year first above written.

TEN 201 JASPER AVENUE LTD.
(Licensor)

TELUS COMMUNICATIONS INC.
(Licensee)

By: 
Name: **Clark Morris**
Title: **Vice President, Investment Management**

By: 
Name: **Richard Jasper**
Title: **Manager, Regulatory Affairs**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

We are authorized to bind the corporation

I/We have authority to bind the corporation