### TELECOMMUNICATIONS LICENSE RENEWAL AND AMENDING AGREEMENT

# THIS AGREEMENT dated for reference the 23<sup>rd</sup> day of June 2020

# BETWEEN: BIM CBE INC.

(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 the 11<sup>th</sup> day of August 2010, (the "Original License"), made between the Licensor and Telus Communications Corporation ("TCC"), the Licensor granted to TCC the license to operate equipment for telecommunications from the building located and civically described as 1221 8<sup>th</sup> Street SW, Calgary, Alberta, commonly known as the CBE Building (the "Building"), for a term (the "Term") of five (5) years, commencing the 1<sup>st</sup> day of July 2010, and ending the 30<sup>th</sup> day of June 2015, all upon the further terms and conditions as contained in the License;
- B. By and agreement dated the 17<sup>th</sup> day of June 2015 (the "Telecommunications License Renewal and Amending Agreement"), the Term of the Original License was renewed for a period of five (5) years, expiring on the 30<sup>th</sup> day of June 2020;
- C. The Original License and the Telecommunications License Renewal and Amending Agreement are hereinafter collectively referred to as the License;
- D. Effective the 1<sup>st</sup> day of October 2017, the Licensee agreed to assume TCC's interest in the License, and is therefore entering into this Agreement in such capacity;
- E. The parties have agreed to renew the Term of the License for a further period of five (5) years from the 1<sup>st</sup> day of July 2020, upon the terms and conditions contained in this Agreement.

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 the 1<sup>st</sup> day of July 2020, (the "Effective Date"), and ending the 30<sup>th</sup> day of June 2025, 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 License Fee on the Information Page shall be deleted and replaced with the following:

"The annual sum of Six Hundred dollars (\$600.00) calculated based on the annual rate of Twenty dollars (\$20.00) per square foot of the floor area of the Deemed Area. The floor area of the Deemed Area is estimated to be thirty (30) square feet, but shall not in any case be less than 30 square feet. The exact measurement of the Deemed Area may be verified by an architect or surveyor employed by the Licensor for that purpose and upon verification, an adjustment of the License Fee and the floor area will be made retroactively to the Commencement Date."

(b) The Term on the Information Page shall be deleted and replaced with the following:

"The period starting on the Commencement Date, and ending on the 30<sup>th</sup> day of June 2025."

(c) The Notice address for the Licensor on the Information Page shall be deleted and replaced with the following:

"BIM CBE Inc. c/o BentallGreenOak (Canada) Limited Partnership #1300, 112 – 4<sup>th</sup> Avenue S.W. Calgary, AB T2P 03H"

- 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 may be executed in any number of counterparts, with the same effect as if all parties had signed the same document and will become effective once a signed counterpart is delivered by each of the parties to the other. The parties agree that the delivery of an executed copy of this Agreement by facsimile or electronically shall be legal and binding and shall have the same full force and effect as if the original executed copy of this Agreement had been delivered.
- 7. 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.

## BIM CBE INC.

(Licensor)

honsor By: Name:-Gina Johansson

Title: A\$0

By:

Name: Chris Lawrence Title: Managing Director

We are authorized to bind the corporation

TELUS COMMUNICATIONS INC.

(Licensee)

By: Name: Lusor Title: Hecess

By:\_\_\_\_ Name: Title:

I/We have authority to bind the corporation