## TELECOMMUNICATIONS LICENSE RENEWAL AND AMENDING AGREEMENT

THIS AGREEMENT dated for reference the 17<sup>th</sup> day of June, 2015

**BETWEEN:** 

## BIM CBE Inc.

(hereinafter referred to as the "Licensor")

AND:

# OF THE FIRST PART

# **TELUS Communications Corporation**

(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 "License"), made between the Licensor and the Licensee, the Licensor granted to the Licensee 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. 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, 2015, 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, 2015, (the "Effective Date"), and ending the 30<sup>th</sup> day of June, 2020, 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 Term on the Information Page shall be deleted and replaced with:

"Term: The period starting on the Commencement Date, and ending on the 30<sup>th</sup> day of June, 2020."

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- 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.

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

### BIM CBE Inc. (Licensor)

By: Name: Mgelo D alma Title: Authorized By: Name: JOHN McFADDEN Title: ORIZED SIGNATOR AU

We are authorized to bind the corporation

**TELUS Communications Corporation** (Licensee)

By: Name: Title: By: Name: Title:

I/We have authority to bind the corporation

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