

TELECOMMUNICATIONS LICENSE AMENDING AGREEMENT

This Amendment of License is made as of the 1st day of November, 2013.

BETWEEN:

**NORTHAM CCPF TENCO (CAL-ED) LIMITED;
10405 JASPER AVENUE N.W., EDMONTON**

By its authorized agent NORTHAM REALTY ADVISORS LIMITED

(the "Licensor")

and

TELUS COMMUNICATIONS INC.
A corporation incorporated under the laws of Alberta

(the "Licensee")

RECITALS:

- A. **WHEREAS** by a License Agreement dated the **1st day of July, 2001**, (the "Original License"), the Licensor and the Licensee entered into an agreement providing permission to the Licensee to install, operate, maintain, repair and replace certain telecommunications equipment or hardware in the building owned by the Licensor, located at **10405 Jasper Avenue, Edmonton, Alberta** (the "Building"), for a term of **Five (5) years** (the "Initial Term") commencing on **June 1, 2001** and expiring on **May 31, 2006** and for the option to renew the Original Lease for two terms of **Five (5) years** each for the provision of the Licensee's services to tenants of the Building;
- B. **AND WHEREAS** the Licensor and the Licensee entered into a Renewal and Amendment of Telecommunications License Agreement, dated the **1st day of January, 2006** the first Renewal Term of **Five (5) years** commencing **June 1, 2006** and expiring on **May 31, 2011** as per section 3.2 of the original Telecommunications License Agreement;
- C. **AND WHEREAS** the Licensor, **The Standard Life Assurance Company Of Canada**, shall now be **Northam CCPF TENCO (CAL-ED) Limited**;
- D. **AND WHEREAS** the Licensor wishes to extend the Original Agreement for the second of the two renewal terms.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises set out in this amending agreement and for other valuable consideration, the receipt and sufficiency of which are acknowledged by each party to this amending agreement, the parties hereto agree as follows:

- A. **THE LICENSEE** wishes to exercise its second of two rights of renewal. The rent or License Fee for this renewal period of **June 1, 2011** through to **May 31, 2016** shall be **Three Thousand Three Hundred Sixty Dollars (\$3360.00)** exclusive of GST, per annum, payable annually, in advance, on each anniversary of the commencement date for the balance of the Term.
- B. **THE LICENSOR** amends the original Telecommunications License Agreement to include the following:
- a. **DRAWING REVIEW** The Licensee agrees to pay three hundred (\$375.00) to reimburse the Licensor for costs incurred in connection with drawing preparation & management review required in connection with the Licensee's customer installations. Should the Licensor's review for drawing preparation & management review exceed 3.0 hours, and the Licensor is acting reasonably, the Licensee agrees to reimburse Licensor for each additional hour at the rate of \$125.00/hr.
 - b. **ESCORT FEE** The licensee agrees to pay Licensor for security escorted access to the nonexclusive areas consisting of the Building or Building Risers, outside of Ordinary Business Hours as defined in Schedule D hereto, the rate shall be \$52.50 per hour plus a 15% administration fee (excluding GST). Outside of Ordinary Business Hours, there shall be a minimum charge of four (4.0) hours per occurrence. For greater clarity, in the example of the Licensee's access to the exclusive use area in the Equipment Room, there shall be no security escort required, and thereby no fee payable to access the exclusive use area. The Licensor shall invoice the Licensee within thirty (30) days of the related security charges with payment due from the Licensor within thirty (30) days of receipt of Licensor's invoice.
- C. **EXCEPT TO THE EXTENT** expressly amended hereby, the Lease shall remain in full force and effect in accordance with its terms.

IN THE WITNESS WHEREOF the parties have executed this Agreement by the hands of their respective officers duly authorized on that behalf.

Licensor:

**NORTHAM CCPF TENCO (CAL-ED)
LIMITED;**

Per: *CW*

We/I have the authority to bind the corporation.

Name: *DAVE WALTERS*

Date: This *27* day of *April*, 2014

Licensee:

TELUS COMMUNICATIONS INC.

Per: *Richard Johnson*

We/I have the authority to bind the corporation

Name: *Richard Johnson, Manager Building Access*

Date: This *16th* day of *April*, 2014