

TELECOMMUNICATIONS LICENSE AMENDING AGREEMENT

THIS AGREEMENT dated and made effective as March 15, 2011,

BETWEEN:

ROYAL CENTRE (BOPC) INC.,
(the "Owner")

- and -

TELUS COMMUNICATIONS INC.
(the "Licensee")

Company
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WHEREAS:

- A. By a Telecommunications License Agreement dated June 1, 2007 (the "License") entered into between the Brookfield Properties (Vancouver) Ltd. ("BPVL") and the Licensee, BPVL agreed to grant the Licensee a non-exclusive and revocable license to access and use the building located at 1055 West Georgia Street, Vancouver, British Columbia and known as *Royal Centre* (the "Building") to construct, install, operate, maintain, repair, service, upgrade and modify at various locations in the Building, the Licensee's equipment and to occupy and use the Antenna Site and Equipment Space, all for the sole purpose of providing certain wireless telecommunications services in the Building, for a Term ending May 31, 2012; and
- B. Effective as of May 1, 2010, BPVL amalgamated with 607201 B.C. Ltd., a British Columbia corporation continued under the laws of Canada as Royal Centre (BOPC) Inc., to form the Owner; and
- C. The parties hereto have agreed to extend the Term of the License and to amend the License on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration ten dollars (\$10.00) paid by the Licensee to the Owner (the receipt and sufficiency of such consideration is hereby expressly acknowledged), the covenants and agreement hereafter reserved and contained on the part of the Licensee to be respectively paid, observed and performed the Owner grants and licenses unto the Licensee and the Licensee doth hereby accept such grants and license, the rights and privileges set out in the License to have and to hold upon the conditions herein mentioned and upon the conditions of the License, as amended by this Agreement.

- 1. Except to the extent that they are otherwise defined herein, the capitalized terms contained herein shall have the same meanings as ascribed to them in the License.
- 2. The License is hereby amended by deleting the paragraph entitled "Licensee Fee" on the Information Page in its entirety and inserting in its place the following:

"License Fee:

- (a) during the period from June 1, 2007 to and including May 31, 2008, the annual sum of two thousand three hundred and six dollars and seventy cents (\$2,306.70) calculated based on the annual rate of twenty-five dollars and sixty-three cents (\$25.63) per square foot of the Floor Area of the Deemed Area; and
- (b) during the period from June 1, 2008 to and including May 31, 2009, the annual sum of two thousand three hundred and sixty-four dollars and thirty cents (\$2,364.30) calculated based on the annual rate of twenty-six dollars and twenty-seven cents (\$26.27) per square foot of the Floor Area of the Deemed Area; and”
- (c) during the period from June 1, 2009 to and including May 31, 2010, the annual sum of two thousand four hundred and twenty-three dollars and seventy cents (\$2,423.70) calculated based on the annual rate of twenty-six dollars and ninety-three cents (\$26.93) per square foot of the Floor Area of the Deemed Area; and
- (d) during the period from June 1, 2010 to and including May 31, 2011, the annual sum of two thousand four hundred and eighty-four dollars (\$2,484.00) calculated based on the annual rate of twenty-seven dollars and sixty cents (\$27.60) per square foot of the Floor Area of the Deemed Area; and
- (e) during the period from June 1, 2011 to and including May 31, 2012, the annual sum of two thousand five hundred and forty-six dollars and ten cents (\$2,546.10) calculated based on the annual rate of twenty-eight dollars and twenty-nine cents (\$28.29) per square foot of the Floor Area of the Deemed Area; and
- (f) during the period from June 1, 2012 to and including May 31, 2017, the annual sum of two thousand seven hundred and eighty-four dollars and sixty cents (\$2,784.60) calculated based on the annual rate of thirty dollars and ninety-four cents (\$30.94) per square foot of the Floor Area of the Deemed Area:

plus, throughout the Term, Recoverable Costs.”

3. The License is hereby amended by deleting the paragraph entitled “Notice” on the Information Page in its entirety and inserting in its place the following:

“Notice:

Owner: ROYAL CENTRE (BOPC) INC.
 1700, 335 – 8TH Avenue SW
 Calgary, Alberta T2P 1C9
Attention: Law Department

Licensee: TELUS COMMUNICATIONS INC. *COMPANY*
 25 York Street
 22th floor
 Toronto, Ontario M5J 2V5 

Attention: Manager, Building Access

4. The License is hereby amended by deleting the paragraph entitled "Renewal Term(s)" on the Information Page in its entirety.
5. The License is hereby amended by deleting the paragraph entitled "Term" on the Information Page in its entirety and inserting in its place the following:

"Term: The period starting on the Commencement Date, and ending on May 31, 2017."
6. The term "Agreement" where it appears herein refers to and means this Telecommunications License Amending Agreement. Sections 28, 29 and 33 of the License shall apply to this Agreement mutatis mutandis. If at any time the Owner or one of the persons comprising the Owner is a trust (the "Trust") of any kind including, without limitation, a real estate investment trust, then the obligations of the Trust shall bind only the Trust itself and shall not be binding upon any trustee, unit holder or beneficiary of the Trust or upon annuitants under plans of which holders of units of the Trust act as trustee or carrier and, subject always to the foregoing provisions of Section 28 of the License, resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property of any trustee, unit holder, beneficiary or annuitant of the Trust.
7. Each of the parties hereto shall execute and deliver such additional documents and instruments and shall perform such additional acts as may be necessary or appropriate in connection with this Agreement and all transactions contemplated by this Agreement to effectuate, carry out and perform all of the covenants, obligations and agreements of this Agreement and such transactions.
8. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on all the parties hereto notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart.

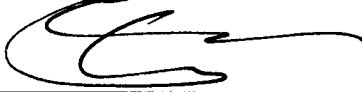
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9. This Agreement may be executed and delivered by facsimile transmission or electronic transmission in .pdf or similar universally readable format and the parties hereto may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures.

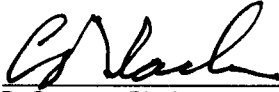
IN WITNESS WHEREOF the parties hereto have hereunto caused their corporate seals to be affixed, attested by the signatures of their proper officers duly authorized in that behalf, all as of the day and year first written above.

OWNER:

ROYAL CENTRE (BOPC) INC.

Per: 

Ian Parker c/s
Senior Vice President, Asset Management


Per: 

D. Cameron Black
Vice President, Legal Counsel, Western Region

We have authority to bind the Corporation

LICENSEE:

TELUS COMMUNICATIONS INC.

Per: 

ROBERT BEATTY c/s
AVP, BUILDING ACCESS

Per: _____

We/ have authority to bind the Corporation