**TELECOMMUNICATIONS LICENSE SECOND AMENDING AGREEMENT** 

THIS LEASE made this 30th day of March, 2016

**BETWEEN:** 

**801 SEVENTH INC.**, a corporation incorporated under the laws of the Province of Alberta, on behalf of the Owner(s)

(the "Licensor")

**TELUS Communications Company.**, a corporation incorporated under the laws of the Province of Ontario

(the "Licensee")

WHEREAS the Licensor and Licensee entered into a Telecommunications License Agreement, dated 1<sup>st</sup> day of April, 2006, the Licensor is the registered owner of those lands ("Lands") situated in the City of Calgary, in the Province of Alberta, located at 801  $-7^{\text{th}}$  Avenue S.W., and it has erected on the Lands a building (the "Building");

-and-

AND WHEREAS Licensor and Licensee entered into a Telecommunications License Amending Agreement, dated 1<sup>st</sup> day of April, 2011;

**AND WHEREAS** the Licensee leased from the Licensor a portion (the "Premises") of the Building containing approximately one hundred eight (108) square feet of rentable area located on level P3 of 801-7<sup>th</sup> Avenue S.W;

AND WHEREAS the Licensor and Licensee wish to extend the Lease term, as more specifically set out in this Amending Agreement.

## NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. TERM

The term ("Term") shall commence April 1, 2016 and terminate March 31, 2021.

2. RENT

The Tenant shall pay to the Licensor an annual rent of Four Thousand Five Hundred (\$4,500.00) Dollars in equal monthly installments of Three Hundred and Seventy Five Dollars (\$375.00), plus G.S.T. The Licensee shall be responsible for all taxes, rates, duties, levies, assessments and license fees levied with respect to the business of the Licensee.

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## 3. NOTICE

Any notice required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission, to the Tenant at the following address:

TELUS Communications Company 25 York Street, 22<sup>nd</sup> Floor Toronto, ON M5J 2V5 Attention: Richard D. Johnson

and to the Licensor at:

c/o Century West Management Inc. Suite 200, 801 – 7<sup>th</sup> Avenue SW Calgary, Alberta T2P 3P7 Attention: Mitchell J. Brody

The parties hereto agree and acknowledge that all other terms and conditions contained in the Telecommunications License Agreement remain in full force and effect and that the Telecommunications License Agreement is valid and subsisting and has not been modified in any way except as provided for herein;

This Amending Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the Licensor and the Licensee have executed this Amending Agreement as of the date first above written.

CENTURY WEST MANAGEMENT INC., as agent for 801 SEVENTH INC. Per: Mitchell J. Brock Vice President **TELUS COMMUNICATIONS COMPANY** Per: \_ Kta er: Kand Sommer S. Main Jomson Manger, Building Acces 2

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