

TELECOMMUNICATIONS LICENSE AMENDING AGREEMENT

THIS AGREEMENT made as of the 19<sup>th</sup> day of June, 2017

B E T W E E N:

**1201 GLENMORE GP INC. as general partner for  
1201 GLENMORE LP**  
(hereinafter called "*Licensor*")  
- and -

**TELUS COMMUNICATIONS COMPANY**  
(hereinafter called "*Licensee*")

WHEREAS:

A. By a license dated July 24, 2012 made between Licensor and Licensee (the "*License*"), Licensor granted a non-exclusive license to Licensee to use the Building, Communications Spaces, Deemed Area and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in the Building for a term of five (5) years (the "*Term*") commencing on August 1, 2012 and expiring July 31, 2017.

B. The parties have agreed to extend the Term of the License for a further period of five (5) years commencing August 1, 2017 (the "*Effective Date*") and expiring July 31, 2022 and to amend certain other provisions of the License;

NOW THEREFORE this agreement witnesses that in consideration of the covenants and agreements herein contained the parties hereto covenant and agree with each other as follows:

1. **Interpretation:** The recitals are true in fact and in substance. Except as otherwise expressly provided in this Agreement the terms used herein shall have the meanings attributed to them in the License. Terms defined herein, including in the recitals, will be incorporated by reference into the License unless there is something in the subject matter or context inconsistent therewith.

2. **Extended Term:** The Term of the License shall be and is hereby extended for a further period of five (5) years (the "*Extended Term*") commencing on August 1, 2017 and expiring on July 31, 2022. Licensee acknowledges and agrees that there shall be no further right to renew or extend and section 4 of the License entitled "Option to Renew" is hereby deleted.

3. **License Fee:** For the Extended Term, Licensee shall pay to Licensor, a License Fee equal to One Thousand Six Hundred and Six Dollars and Thirty-Four Cents (\$1,606.34) per annum, plus applicable taxes, in accordance with Section 3 of the License.

4. **Amendments:** Commencing on the Effective Date, the address for notice to the Licensor is deleted and replaced with the following:

Licensor:

c/o NorthWest Healthcare Properties Corporation  
210, 1011 Glenmore Trail S.W.  
Calgary, AB T2V 4R6  
Fax: (403) 220-9207

5. **Ratification of License:** Except as herein provided, the terms and conditions of the License shall continue in full force and effect and the License as extended and amended herein is hereby ratified and affirmed by each of Licensor and Licensee and shall be binding upon the parties hereto and their respective successors and permitted assigns.

6. **General:** Time, in all respects, shall remain of the essence. The section headings in this Agreement have been inserted for convenience of reference only and shall not be referred to in the interpretation of this Agreement nor the License. This Agreement shall be interpreted according to and governed by the laws having application to the Province in which the Building is situated.

- 7. **Status of Manager:** Licensee acknowledges that Northwest Healthcare Properties Corporation has executed this Agreement solely in its representative capacity as property manager for Licensor and that Northwest Healthcare Properties Corporation shall have no personal liability under the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

LICENSOR:

**1201 GLENMORE GP INC. as general partner for  
1201 GLENMORE LP, by its agent and manager,  
NORTHWEST HEALTHCARE PROPERTIES  
CORPORATION**

Per: Terry Schmitt  
 Name: Terry Schmitt  
 Title: Regional General Manager, Western Canada

I have authority to bind the Corporation.

LICENSEE:

**TELUS COMMUNICATIONS COMPANY**

Per: Richard Johnson  
 Name: Richard Johnson  
 Title: Manager, Switch Access

Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

I/We have authority to bind the Corporation.