

**TELECOMMUNICATIONS LICENSE
RENEWAL AND AMENDING AGREEMENT**

THIS AGREEMENT dated for reference the 10th day of November 2014

BETWEEN: **bcIMC REALTY CORPORATION**
(hereinafter referred to as the "Licensor")

OF THE FIRST PART

AND: **TELUS COMMUNICATIONS COMPANY**
(hereinafter referred to as the "Licensee")

OF THE SECOND PART

WHEREAS:

A. By a license dated the 20th day of November 2009 (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 Jamieson Place, 308 – 4th Avenue S.W. (the "Building"), for a term of four (4) years, eleven (11) months and twenty eight (28) days (the "Term"), commencing on the 3rd day of December 2009 and ending on the 30th day of November 2014, all upon the further terms and conditions as contained in the License;

B. Pursuant to Section 4 of the License, the Licensee has the option to renew the Term of the License for a further period of five (5) years upon the same terms and conditions contained in the License, except for:

- (i) any further option to renew the Term; and
- (ii) the License Fee to be paid;

C. The parties have agreed to renew the Term of the License for a further period of five (5) years from the 1st day of December 2014, 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 on the 1st day of December 2014 (the "Effective Date"), and ending on the 30th day of November 2019 (the "Renewal Term"), 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 annual License Fee for the Renewal Term shall be three thousand, three hundred sixty eight dollars and ten cents (\$3,368.10) calculate based on the annual rate of thirty two dollars and seventy cents (\$32.70) per square foot of the floor area of the Deemed Area. The floor area of the Deemed Area is estimated to be one hundred three (103) square feet.
 - (b) there shall be no further option to renew the Term of the License.
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 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.

bcIMC REALTY CORPORATION
(Licensor)

TELUS COMMUNICATIONS COMPANY
(Licensee)

By: 
 Name: **Richard Morden**
 Title: **Authorized Signing Officer**

By: 
 Name: **Geoff Hwang**
 Title: **AUTHORIZED SIGNING OFFICER**

By: 
 Name: **Richard Johnson**
 Title: **Manager, Building Access**

By: _____
 Name: _____
 Title: _____

We are authorized to bind the corporation