

**TELECOMMUNICATIONS LICENSE
RENEWAL AND AMENDING AGREEMENT**

THIS AGREEMENT dated for reference September 9, 2021

BETWEEN: **bclMC Realty Corporation**
(hereinafter referred to as the "Licensor")

OF THE FIRST PART

AND: **Telus Communications Inc.**
(hereinafter referred to as the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. By a license dated November 1, 2006 (the "Original License"), made between the Licensor and Telus Communications Company ("TCC") as licensee, the Licensor granted to the Licensee the license to operate equipment for telecommunications from the building known as Western Canadian Place at 700- 9th, Avenue SW, 707 – 8th Avenue SW, and 801 – 6th Street SW, Calgary, Alberta (the "Building"), for a term of five (5) years, which commenced retroactively on October 1, 2006 and was to expire September 30, 2011 (the "Term"), all upon the further terms and conditions set out therein.
- B. By a license amending and extension agreement dated September 8, 2011 (the "First Amendment"), the Licensor and TCC did extend the Term for a period of five (5) years so to expire September 30, 2016, all upon the further terms and conditions set out therein.
- C. By a license amending agreement dated effective September 30, 2016 (the "Second Amendment"), the Licensor did grant TCC two (2) additional options to extend the Term, which TCC exercised the first said option, and the Term was extended for a further period of five (5) years so to expire September 30, 2021, all upon the further terms and conditions set out the Original License was amended all upon the further terms and conditions set out therein. TCC had one option remaining, being the Third Option.
- D. The Original License together with the First Amendment, and the Second Amendment are herein collectively referred to as the "License".
- E. Effective October 1, 2017, *Telus Communications Inc.* became the successor to TCC under the License, being the Licensee named herein.
- F. The Licensee has notified the Licensor of its intent to extend the Term, and therefore has exercised its Third Option to extend the License for a further period of five (5) upon the same terms and conditions contained in the License, except for:
 - (i) any further option to extend the Term; and
 - (ii) the License Fee to be paid.
- G. The parties have agreed to extend the Term of License for a further period of five (5) years from October 1, 2021, upon the terms and conditions contained in this Agreement.

WITNESS that in consideration of the sum of one dollar (\$1.00) now paid by each party to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto do hereby agree as follows:

- 1. The parties hereto agree that the Third Option has been exercised and no further Renewal Terms remain unexercised as at the date of this Agreement.
- 2. The License is hereby extended for a further period of five (5) years, commencing October 1, 2021 (the "Effective Date"), and ending September 30, 2026, 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 License shall be renewed for a term of five (5) years to be computed from the 1st day of October 2021 and to expire on the 30th day of September 2026 (the "Third Renewal Term").

(b) The License Fee payable by the Licensee throughout the Third Renewal Term shall be Ten Thousand Eight Hundred Seventy-Three Dollars and Forty-two Cents (\$10,873.42) per annum plus all applicable taxes.

(c) The Notices section, as set out on the Information Page of the Original License, shall be deleted in its entirety and replaced with the following:

<p><u>"Notices"</u>: Licensors:</p> <p>bcIMC Realty Corporation c/o QuadReal Property Group Suite 2810, 308 – 4th Avenue SW Calgary, AB T2P 0H7</p> <p>Attention: Property Manager</p>	<p>Licensee:</p> <p>TELUS Communications Inc. 25 York Street, Floor 28 22 <i>AD.</i> Toronto, ON M5J 2V5</p> <p>Attention: Manager, Building Access</p>
---	---


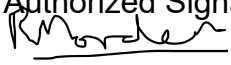
4. The parties confirm that in all other respects, the terms, covenants and conditions of the License remain unchanged and in full force and effect, except as modified by this Agreement. It is understood and agreed that all terms and expressions when used in this Agreement shall, unless a contrary intention is expressed herein, have the same meanings as ascribed to them in the License.

5. This Agreement may be executed in any number of counterparts, with the same effect as if all parties had signed the same document and will become effective once a signed counterpart is delivered by each of the parties to the other. The parties agree that the delivery of an executed copy of this Agreement by facsimile or electronically shall be legal and binding and shall have the same full force and effect as if the original executed copy of this Agreement had been delivered.

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.


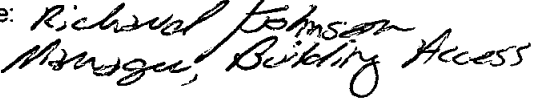
IN WITNESS WHEREOF the Licensors and the Licensee have executed this Agreement on the day and year first above written.

bcIMC Realty Corporation
(Licensor)

By: 
Name: Albert Tai
Title: Authorized Signatory

By: _____
Name: Richard Morden
Title: Authorized Signatory

We are authorized to bind the corporation

Telus Communications Inc.
(Licensee)

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

By: _____
Name: _____
Title: _____

I/We have authority to bind the corporation