

FIRST LICENSE AMENDING AND EXTENSION AGREEMENT is dated as of the 8th day of September, 2011 and is entered into

B E T W E E N:

bcIMC Realty Corporation

(the "Licensor")

and

TELUS Communications Company

(the "Licensee")

RECITALS:

- A. The Licensor and Licensee did enter into a License Agreement dated the 1st day of November, 2006, which commenced on the 1st day of October, 2006, which pertained to a License of a portion of the building known as "Western Canadian Place" and located at 700 – 9th Ave SW; 707 – 8th Ave SW and 801 – 6th Ave SW in the City of Calgary and in the Province of Alberta (the "Building").
- B. The Licensee has exercised its right under the Agreement to extend the term of the License for the Renewal Term and Licensee has one further option to renew by the License Agreement.
- C. The parties hereto have agreed to amend the terms of the License Agreement in the manner hereinafter provided;.

NOW THEREFORE this License Amending Agreement witnesseth that, in consideration of the License Fee, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. The above recitals are true in statement and fact.
2. From and after the 1st day of October, 2011 (the "Effective Date") the License Agreement shall be amended as follows:
 - a) Information Page – License Fees shall be amended to Nine Thousand One Hundred and Twenty Dollars (\$9,120.00) plus applicable taxes per annum paid annually in advance, commencing on the Effective Date and there shall be no annual increases throughout the Renewal Term.
 - b) Information Page – Notices shall be updated as follows:

To the Licensee at:

TELUS Communications Company
25 York Street, 22nd Floor
Toronto, ON M5J 2V5
Attention: Robert Beatty Director Building Access
c/o Richard Johnson, Manager Building Access

To the Licensor at:

bcIMC Realty Corporation
c/o GWL Realty Advisors Inc.
801 – 6th St SW
Calgary, AB T2P 3V8
Attention: Property Manager (WCP)

And a copy to the Licensor at:
bcIMC Realty Corporation
c/o GWL Realty Advisors Inc.
330 University Avenue, Suite 300
Toronto, ON M5G 1R8
Attention: Manager REBS (WCP)

3. Except where inconsistent with the foregoing provisions of this Agreement, all of the provisions of the License Agreement shall apply, mutatis mutandis, to this Agreement. The parties hereto acknowledge, confirm and agree that in all other respects the terms and conditions of the License Agreement remain in full force and effect, unchanged and unmodified, except in accordance with this Agreement.
4. Except as specifically stated in this Agreement, any term which is defined in the License Agreement, shall, unless the context otherwise requires, have the same meaning when used in this Agreement.
5. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and their permitted assigns.
6. The provisions hereto shall be interpreted according to the laws of the Province of Alberta.
7. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

The Licensor and the Licensee have duly executed this agreement.

Licensor:

bcIMC Realty Corporation

Per: _____

Paul R. Skeans
Authorized Signatory

Per: _____

Scott Taylor
Authorized Signatory

We have the authority to bind the corporation

Licensee:

TELUS Communications Company

Per: _____

Per: _____

I/We have the authority to bind the corporation

JN