## LICENSE AMENDING AGREEMENT

### BETWEEN:

## TELUS COMMUNICATIONS COMPANY

(hereinafter referred to as "TELUS")

# AND:

### PARKLAND COUNTY

(hereinafter referred to as the "Licensee")

WHEREAS by a License Agreement commencing February 14, 2002 made between TELE-MOBILE COMPANY and PARKLAND COUNTY (the "License Agreement"), TELE-MOBILE COMPANY did license to PARKLAND COUNTY use of a portion of the property described in Schedule "A" of the License Agreement (the "Premises"), for a Term of Five (5) years commencing on January 1, 2002 and expiring on December 31, 2006;

**AND WHEREAS** as a result of TELUS restructuring its business operations, certain assets and liabilities of the TELUS Mobility business, including the License Agreement, were transferred from TELE-MOBILE COMPANY to a wholly owned TELUS partnership named TELUS Communications Company on March 1, 2006;

**AND WHEREAS** the parties renewed the License Agreement by a License Amending Agreement Dated January 1, 2007 for an additional Four (4) years (the "First Renewal Term") commencing on January 1, 2007and expiring on December 31, 2010;

AND WHEREAS as a result of TELUS successfully renewing its Head Lease for use of the Premises, the Renewal Term was automatically extended for a One (1) year term commencing on January 1, 2011 and expiring on December 31, 2011.

**AND WHEREAS** the parties hereto have agreed to amend the terms of the License Agreement in the manner hereinafter provided;

**NOW THEREFORE** this License Amending Agreement witnesses that, in consideration of the rent, 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 in fact.
- 2. From and after January 1, 2012 the License Agreement shall be amended as follows:
  - (a) The term of the License Agreement shall be Four (4) years commencing January 1, 2012 and expiring December 31, 2015 (the "Second Renewal Term").

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- (b) Provided TELUS successfully renews its head lease for use of the Premises (the "Head Lease"), an additional term of five (5) years (the "Third Renewal Term") shall automatically be granted commencing January 1, 2016 and expiring on December 31, 2020.
  - Notwithstanding any other provision of the License Agreement, should TELUS at any time and for any reason, elect to cease its operations at the Premises, TELUS reserves the right to terminate the License Agreement without notice and, if deemed by TELUS to be appropriate, remove the Licensee's Equipment from the Premises at the Licensee's expense and the Licensee shall have no recourse in law.
- (c) The License Fee paid by the Licensee to TELUS for the Renewal Term shall be \$4771.51 paid yearly during the term.
- 3. Except to the extent expressly hereby amended, the License Agreement shall remain in full force and effect in accordance with its terms.

**IN WITNESS WHEREOF** the said parties hereto have duly executed this License Amending Agreement on the dates noted below.

LICENSEE

	Per:	
Joey Sayantharajah,	Name:	
Manager Real Estate	Title:	
	Per:	
	Name:	
	Title:	
3030 2 Avenue SE	Address:	
Calgary, Alberta T2A 5N7		
Phone No: 1-800-815-5715	Phone No.:	
Fax No: (403) 387-4921	Fax No.:	
to:	Date:	

TELUS COMMUNICATIONS COMPANY

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