

**TELECOMMUNICATIONS LICENSE
RENEWAL AND AMENDING AGREEMENT**

THIS AGREEMENT dated for reference the 1st day of January 2018

BETWEEN: **SUN LIFE ASSURANCE COMPANY OF CANADA**

(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 the 5th day of December 2012, (the "License"), made between the Licensor and Telus Communications Company ("TCC"), the Licensor granted to TCC the license to operate equipment for telecommunications from the building located and civically described as 10123 – 99th Street, Edmonton, Alberta (the "Building"), for a term (the "Term") of five (5) years, commencing the 1st day of January 2013, all upon the further terms and conditions as contained in the License;

B. Effective the 1st day of October 2017, the Licensee agreed to assume TCC's interest in the License, and is therefore entering into this Agreement in such capacity.

C. The Term of the License fully ended and completed on the 31st day of December 2017;

D. 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;~~

E. The parties have agreed to renew the Term of the License for a further period of five (5) years from the 1st day of January 2018, 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 the 1st day of January 2018, (the "Effective Date"), and ending the 31st day of December 2022, 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 notice address for the Licensor on the Information Page shall be deleted and replaced with the following:

“Sun Life Assurance Company of Canada
c/o Bentall Kennedy (Canada) Limited Partnership
Suite 1750, 10303 Jasper Avenue
Edmonton, AB, T5J 3N6”
 - (b) the definition of Deemed Area shall be amended by deleting the reference to “2(e)” and replacing it with “2(c)”; and
 - (c) Section 19 (Licensor’s Alterations) shall be amended by deleting the reference to “2(d)” in the first line and replacing it with “2(c)”
4. For clarity, the License Fee payable by the Licensee during the renewal term shall continue to be Two Thousand Dollars (\$2,000.00) per annum.
 5. 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.
 6. 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.
 7. 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.
 8. 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.

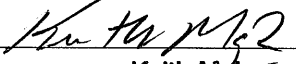
IN WITNESS WHEREOF the Licensor and the Licensee have executed this Agreement on the day and year first above written.

SUN LIFE ASSURANCE COMPANY OF CANADA
by its duly authorized Agent
BENTALL KENNEDY (CANADA) LIMITED
PARTNERSHIP (by its General Partner, Bentall
Kennedy (Canada) G.P. Ltd.)
(Licensor)

TELUS COMMUNICATIONS INC.
(Licensee)

By: 

Name: **SHAUN WUSCHKE**
Title: **Authorized Signing Officer**

By: 
Name: **Keith Major**
Title: **Authorized Signing Officer**

We are authorized to bind the corporation

By: 

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

By: _____
Name: _____
Title: _____

I/We have authority to bind the corporation