

**THIS SECOND EXTENSION OF TELECOMMUNICATION LICENSE AGREEMENT
MADE IN MONTREAL, AS OF THIS 19, DAY OF Sept 2019,**

BY AND BETWEEN

SUN LIFE ASSURANCE COMPANY OF CANADA, a corporation duly constituted by virtue of the *Insurance Companies Act*, and **1155 METCALFE COMPLEX L.P.**, herein acting and represented by its general Partner **9301-6061 QUEBEC INC.**, a corporation governed by the laws of Quebec, herein acting and represented by their authorized agent **BENTALLGREENOAK (CANADA) LIMITED PARTNERSHIP**, herein acting and represented by its General Partner, **BENTALLGREENOAK (CANADA) G.P. LTD.**, having a place of business at 1155 Metcalfe Street, Suite 55, Montreal, Quebec H3B 2V6, herein acting and represented by **Mr. Mathieu Meloche**, its **Property Manager** and by **Mr. Ryan Zamestrieus**, its **Senior Property Manager**, duly authorized as they herein declare;

(Collectively hereinafter referred to as the "Licensor")

Of the first part,

AND

TELUS COMMUNICATIONS INC., a corporation duly constituted pursuant to the *Canada Business Corporations Act*, having a place of business at 25 York Street, 22nd floor, Toronto, Ontario M5J 2V5, herein acting and represented by **Mr. Richard Johnson**, its **Manager Building Access**, duly authorized for the purposes hereof as they so declare,

(Hereinafter referred to as the "Licensee")

Of the second par.

WHEREAS the Licensor and the Licensee entered into a Telecommunication License Agreement dated January 7th, 2008 (collectively, the "**License Agreement**") pursuant to which the Licensor granted certain rights to the Licensee, for a term of five (5) years commencing January 7th, 2008, and terminating August 31, 2012 (the "**Term**") in connection with the premises described in the License Agreement, having an area of approximately eighty-one (81) **square feet** (the "**Premises**") and situated on the first basement floor, known as **Unit 01.19** of the property located at 1155 Metcalfe Street, Montreal, Quebec (the "**Property**");

WHEREAS on September 12, 2014, **1155 Metcalfe Complex L.P.** herein acting and represented by its General Partner **9301-6061 Quebec Inc.** purchased from SITQ National Inc. all rights, title and interest in the Lease and the Property;

WHEREAS the Licensor has mandated **BENTALLGREENOAK (Canada) Limited Partnership** to act on its behalf for the purposes of managing the Property;

WHEREAS the parties wish to extend the Term for a further period of seven (7) years upon the following terms and conditions:

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THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PREAMBLE

- (a) The preamble forms an integral part of this second extension of telecommunication license agreement (hereinafter the "**Second Extension of Telecommunication License Agreement**") as if herein recited at length.
- (b) Except as otherwise provided for herein, words and expressions beginning with a capital letter have the meaning ascribed in the License Agreement.

2. TERM and OPTION TO RENEW

- (a) The Second Extension Agreement period of seven (7) years shall be commencing **September 1, 2017** and terminating **August 31, 2024** (the "Second Extension Period").
- (b) Provided that the Licensee:
 - (i) has not been during the Term of the Agreement and is not at the time of giving notice, in material default of any of its obligations under this Agreement (which default remains uncured at the time of the notice); and
 - (ii) gives the Licensor at least one hundred and twenty (120) days written notice prior to the end of the term of a Renewal Term of the Licensee's intention to renew,

the Licensee shall be entitle to renew for the Renewal Term(s). Each Renewal Term will be governed by the same terms and conditions set out herein except for: (i) any further right to renew; and (ii) the License Fee, which will increase at the start of each renewal Term at current market rate.

3. LICENSE FEE

The License Fee for the Extension Period shall be calculated as follow:

The License Fee for the Second Extension Agreement period commencing **September 1, 2017** and terminating **August 31, 2019**, shall be calculated at a rate of the annual sum of two thousand, six hundred and seventy-three dollars (**\$2,673.00**) plus applicable taxes, calculated based on the annual rate of thirty-three dollars (**\$33.00**) per square foot, and for the period commencing **September 1, 2019** and terminating **August 31, 2024**, shall be calculated at a rate of the annual sum of two thousand nine hundred and ninety-seven dollars (**\$2,997.00**) plus applicable taxes, calculated based on the annual rate of thirty-seven dollars (**\$37.00**) per square foot, for the Second Extension Period.

4. ELECTRIC UTILITIES

The Licensor may estimate, acting reasonably, the amount of electricity consumed by the Licensee which amount shall be paid by the Licensee when billed. For the calendar year 2019, the amount of electricity is estimated at one dollar and thirty-one cents (\$1.31) per square foot per annum.

5. NOTICES

The notice address for Licensee is hereby amended to be as follows:

If to Licensee:
Telus Communications Inc.
25 York Street, 22nd floor
Toronto, ON M5J 2V5
Attention : Manager, Building Access

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6. CONDITION OF PREMISES

The Licensee recognizes that it is accepting the Premises in an "as is" condition, the Licensee being in possession of the Premises and being entirely satisfied therewith.

Any and all repairs, modifications and /or improvements to be made in and to the Premises, both major and minor, and any designer and/or professional fees in relation thereof, shall be the sole responsibility and at the sole cost and expense of the Licensee.

Licensee is not entitled to any improvements thereto or thereof or to any allowance for credit for improvements thereto or thereof for the Second Extension Period.

7. AGENCY COMMISSION

The Licensor and Licensee shall each be responsible for any fees or commissions payable to any agency or real estate consultant it has retained for the Second Extension Period. The Licensor and Licensee agree to indemnify and save harmless the other party from any and all causes of actions and demands with respect to the said fees or commissions from any agency or real estate consultant in connection with their participation on behalf of the indemnifying party in this transaction.

8. ENVIRONMENTAL QUESTIONNAIRE

The Licensee must complete and sign the Tenant Environmental Questionnaire upon signature of the present Second Extension of Telecommunication Agreement, which questionnaire is herein enclosed as schedule "C" which contents must be satisfactory and acceptable to the Licensor.

9. PRIVACY POLICY

The licensee hereby consents to the collection, use and disclosure of personal information collected by or on behalf of the Licensor by BentallGreenOak (Canada) Limited Partnership ("BentallGreenOak") or any of the Licensor's or BentallGreenOak's agents, affiliates, or service providers for the purposes of: (i) considering the License Agreement, this Second Extension of Telecommunication License Agreement and/or any renewal thereafter and determining the suitability of the Licensee both for the Second Extension Period and/or any renewals or extensions thereafter, if applicable; (ii) taking action for the collection of any rent whatsoever in the event of default by the Licensee; (iii) facilitating the pre-authorization payment plan, if applicable; and (iv) otherwise complying with BentallGreenOak's Privacy Policy, a copy of which is available at www.bentallgreenoak.com. Consent under this Second Extension of Telecommunication license Agreement and/or the License Agreement includes the disclosure of such information to credit agencies, collection agencies and existing or potential lenders, investors and purchasers. The Licensee also consents to, and confirms its authority to consent to BentallGreenOak's collection, use and disclosure, for such purposes, of personal information about employees of the Licensee and other individuals whose personal information is provided to or collected by BentallGreenOak in connection with the Lease, this Second Extension of Telecommunication License Agreement and/or any renewal thereof.

If the Licensor establishes a file on the Licensee, such file shall be held at the offices of BentallGreenOak. In order to have access to such file, the Licensee shall submit a written request to the Licensor.

10. CREDIT VERIFICATION

The Licensor shall have the right, from time to time, to satisfy itself of the Licensee's covenant and credit worthiness during the Second Extension Period.

11. AGENCY COMMISSION

The Licensee hereby confirms that it has not retained the services of any real estate agency for the negotiation of the present Extension Period. The Licensee agrees to indemnify and save harmless the Licensor from any and all causes of actions and demands with respect to the said fees or commissions from any agency or real estate consultant.

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12. ENVIRONMENTAL QUESTIONNAIRE

The Licensee has completed the Licensee Environmental Questionnaire, a copy of which is attached hereto as Schedule "C", and hereby confirms that the information contained in the questionnaire, as of this date, is accurate and complete. Should the information contained in the questionnaire cease to be accurate or complete for any reason whatsoever, including any change to the activities of the Tenant, the Tenant must advise the Landlord, immediately and in writing by providing a revised and signed questionnaire. In such case, the changes must be satisfactory and acceptable to the Landlord.

13. ADDITIONAL PROVISION

The present **Second Extension** of Telecommunication License Agreement supersedes and cancels the proposal of extension of lease dated **September 1st, 2012**.

14. CONCLUDING PROVISION

Except as otherwise expressly provided herein, all of the terms and conditions of the License Agreement shall continue to be in full force and effect during the Extension Period and shall apply *mutatis mutandis* to the Extension Period.

15. SPECIAL CONDITION

The Licensee has requested that this agreement be drawn up in English. *Le concessionnaire a demandé que la présente entente soit rédigée en anglais.*

(There is no text on the remainder of this page – signature page follows)

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<i>[Signature]</i>	<i>[Signature]</i>

AND THE LICENSOR HAS SIGNED IN MONTREAL ON THIS ____ DAY OF _____ 2019

**BENTALGREENOAK (CANADA)
LIMITED PARTNERSHIP**

Herein acting and represented by its General Partner, **BENTALGREENOAK (CANADA) G.P. LTD.**, as Authorized Agent for

SUN LIFE ASSURANCE COMPANY OF CANADA and

1155 METCALFE COMPLEX L.P. herein acting and represented by its General Partner **9301-6061 QUÉBEC INC.**

Per:

Mathieu Meloche, RPA
Property Manager

Per:

Ryan Zamestrieus, RPA
Senior Property Manager

Witness

Christine Dumoulin
Witness

AND THE LICENSEE HAS SIGNED IN MONTREAL ON THIS ____ DAY OF _____ 2019.

**ON BEHALF OF:
TELUS COMMUNICATIONS INC**

Per:

Richard d. Johnson
Manager, Building Access

Witness

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<i>RM</i>	<i>RJ</i>