

**TELECOMMUNICATIONS LICENSE  
RENEWAL AND AMENDING AGREEMENT**

THIS AGREEMENT dated for reference the 1<sup>st</sup> day of November 2021

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 29<sup>th</sup> day of September, 2011 (the "Original License"), Licensor granted a license to Telus Communications Company ("TCC") (incorrectly endorsed as Telus Communications Corporation therein) to install, operate, maintain, improve, replace and remove certain telecommunications equipment in the building municipally known as 640 – 5th Avenue SW, Calgary, Alberta (the "Building"), for a term of five (5) years commencing on the 1<sup>st</sup> day of December, 2011 and expiring on the 30<sup>th</sup> day of November, 2016 (the "Term").

B. By an area certificate dated the 2<sup>nd</sup> day of February, 2012, the Deemed Area (as defined in the Original License) was subsequently certified to be seventy-seven (77) square feet, effective the 13<sup>th</sup> day of April, 2012.

C. By a telecommunications license renewal and amending agreement dated the 29<sup>th</sup> day of September, 2016 (the "Renewal Agreement"), the Term of the Original License was renewed for a period of five (5) years, expiring on the 30<sup>th</sup> day of November, 2021 and it was confirmed that TCC was the correct entity to be named as licensee in the Original License.

D. By an assumption of license dated the 1<sup>st</sup> day of October, 2017 (the "Assumption of License"), the Original License, as amended, was assumed by Telus Communications Inc., the Licensee named herein, effective the 1<sup>st</sup> day of October, 2017.

E. The Original License, the Renewal Agreement and the Assumption of License are collectively hereinafter referred to as the "License".

F. 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.

G. The parties have agreed to renew the Term of the License for a further period of five (5) years from December 1, 2021, 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 (the "Renewal Term"), commencing December 1, 2021, (the "Effective Date"), and ending November 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.

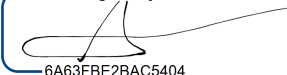
3. The parties acknowledge and agree that as and from the Effective Date the License is hereby amended to provide as follows:
  - (a) The License Fee for the Renewal Term shall be two thousand five hundred dollars (\$2,500.00) per annum, based on the annual rate of thirty-two dollars and forty-seven cents (\$32.47) (rounded) per square foot of the floor area of the Deemed Area.
  - (b) The Notice address for the Licensor on the Information Page of the License shall be deleted and replaced with the following:
 


“Sun Life Assurance Company of Canada  
c/o BentallGreenOak (Canada) Limited Partnership  
640 – 5<sup>th</sup> Avenue S.W., Suite 240  
Calgary, AB T2P 3G4”
  - (c) The Licensee is granted a further Option to Renew of one (1) period of five (5) years to commence December 1, 2026, provided that it is exercised in accordance with Section 4 of the License.
4. 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.
5. 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.
6. 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.
7. 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 BENTALLGREENOAK**  
**(CANADA) LIMITED PARTNERSHIP (by its General**  
**Partner, BentallGreenOak (Canada) GP Ltd.)**  
 (Licensor)

**TELUS COMMUNICATIONS INC.**  
 (Licensee)

DocuSigned by:  
  
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 By: \_\_\_\_\_  
 Name: Shaun wuschke  
 Title: Shaun Wuschke, Managing Director

DocuSigned by:  
  
 F465968E6E0F4B7...  
 By: \_\_\_\_\_  
 Name: David McLean  
 Title: VP, Asset Manager

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

By: \_\_\_\_\_  
 Name:  
 Title:

We are authorized to bind the corporation

I/We have authority to bind the corporation