

**TELECOMMUNICATIONS LICENSE
RENEWAL AND AMENDING AGREEMENT**

THIS AGREEMENT dated for reference the 29th day of September 2016

BETWEEN: **Sun Life Assurance Company of Canada**
(hereinafter referred to as the "Licensor")

OF THE FIRST PART

AND: **Telus Communications Company**
(hereinafter referred to as the "Licensee")

OF THE SECOND PART

WHEREAS:

A. By a license dated 29th day of September 2011 (the "License"), made between the Licensor and Licensee, the Licensor granted to the Licensee the license to operate equipment for telecommunications from the building located and civically described as 640 – 5th Avenue SW, Calgary, Alberta (the "Building"), for a term (the "Term") of five (5) years, commencing December 1, 2011, and ending November 30, 2016, all upon the further terms and conditions as contained in the License;

B. The Floor Area of the Deemed Area was subsequently certified to be seventy-seven (77) square feet;

C. The Licensee's legal entity was incorrectly endorsed on the License and the parties hereto acknowledge and agree that Telus Communications Company is confirmed and identified as the correct legal entity of the Licensee and is executing this Agreement in such capacity.

D. The Term of the License will be fully ended and completed on November 30, 2016;

E. Pursuant to Section 4 of the License, the Licensee has the option to extend 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 extend the Term; and
- (ii) the License Fee to be paid;

F. The parties have agreed to extend the Term of the License for a further period of five (5) years from December 1, 2016, 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 extended for a further period of five (5) years, commencing December 1, 2016, (the "Effective Date"), and ending November 30, 2021, 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:

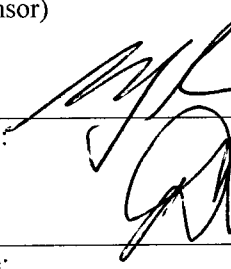

- (a) The License Fee as set out on the Information Page of the License, is deleted in its entirety and replaced with the following:

“License Fee: the annual sum of two thousand five hundred dollars (\$2,500.00) calculated 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. The floor area of the Deemed Area is certified to be seventy-seven (77) square feet, but shall not in any case be less than 30 square feet. The exact measurement of the Deemed Area may be verified by an architect or surveyor employed by the Licensor for that purpose and upon verification, an adjustment of the License Fee and the floor area will be made retroactively to the Commencement Date.”

- (b) The Licensee is granted a further Option to Renew of one (1) period of five (5) years to commence December 1, 2021, 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.

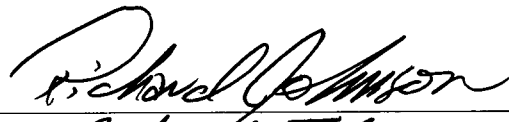
IN WITNESS WHEREOF the Licensor and the Licensee have executed this Agreement on the day and year first above written.

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

By:  **William Richards**
Name: **Vice President, Leasing**
Title:
By:  **Don Fairgrieve-Park**
Name: **Senior Vice President**
Title: **Real Estate Services**

We are authorized to bind the corporation

TELUS COMMUNICATIONS COMPANY
(Licensee)

By:  **Richard Johnson**
Name: **Richard Johnson**
Title: **Manager, Residential Access**
By: _____
Name: _____
Title: _____

I/We have authority to bind the corporation