



**Bentall  
Kennedy**

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December 13, 2017

Telus Communications Inc.  
Attention: Building Access Department  
25 York Street  
Floor 22  
Toronto, ON  
M5J 2V5

Attention: Mr. Richard D Johnson,  
Manager, Building Access

Dear Mr. Johnson:

Re: Telecommunications License Agreement dated February 15, 2007 ("License") between SUN LIFE ASSURANCE COMPANY OF CANADA AND 1331430 ONTARIO INC. (SUN LIFE ASSURANCE COMPANY OF CANADA AND ONTARI HOLDINGS LTD. "Current Licensor"), and TELUS Communications Company (TELUS COMMUNICATIONS INC. "Current Licensee) in respect of certain equipment situated in the building municipally known as 50 O'Connor Street, Ottawa, Ontario

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We are in receipt of your letter dated December 8, 2017 in respect of the referenced License.

Bentall Kennedy (Canada) LP, as authorized agents on behalf of the Licensor, hereby acknowledges the valid exercise by the Licensee of its option to extend the term of the License for (1) period of (5) five years commencing on January 1, 2018 and expiring on December 31, 2022<sup>12</sup> the "(1) period of five (5) year Renewal", with no further option(s) to extend the term of the License, as more particularly set forth in the License, upon the same terms and conditions contained in the License, with the exception of the License Fee, which has been determined by the Licensor to be \$1700.00 per annum for the (5) five year Renewal adjusted by the change in the Consumer Price Index ("CPI") from the Commencement Date of the original term, payable in advance, exclusive of applicable taxes.

As the CPI will not be available until after the commencement of the (1) period of five (5) year Renewal, kindly ensure that the annual fee due on or before January 1, 2018 is paid based on the license fee payable by the Licensee for the last month of the existing term, and the Licensor will invoice the Licensee for the adjustment when the CPI is available for the (1) period of five (5) year Renewal.

Except as specifically stated in this letter agreement ("Agreement"), any expression used in this Agreement has the same meaning as the corresponding expression in the License.

The parties hereto shall, at all times hereafter, upon the reasonable request of the other make or procure to be made, done or executed, all such further assurances and to do all such things as may be necessary to give full force and effect to the full intent of this Agreement.

The parties hereto hereby acknowledge, confirm and agree that, in all other respects, the terms of the License are to remain in full force and effect, unchanged and unmodified except in accordance with this Agreement.

This Agreement shall enure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

The Licensor and Licensee agree that, notwithstanding anything contained in the License to the contrary, this Agreement, when executed, and the execution hereof, may be communicated by electronic transmission and that such agreement shall be deemed to be an original and shall be legal and binding upon the parties hereto.

Please acknowledge your understanding and acceptance of the terms and conditions contained herein by signing below and delivering a copy of this Agreement where indicated below and returning same to the undersigned no later than 5:00 p.m. on January 3<sup>rd</sup>, 2018.

Should you have any further questions or concerns in this regard, please do not hesitate to contact Leighanne Roberts directly at 613.782.3877

Yours very truly,  
Bentall Kennedy (Canada) Limited Partnership, by its general partner  
Bentall Kennedy (Canada) G.P. Ltd., as authorized agents for  
Newvest Realty Corporation



David Pridham  
Director of Leasing\*  
Real Estate Services

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The undersigned Licensee hereby acknowledges its receipt of this Agreement and its understanding and acceptance of the terms contained herein this 21<sup>st</sup> day of December, 2017

Per: Richard Johnson  
Name: Richard Johnson  
Title: Manager, Building Assets

Per: \_\_\_\_\_  
Name:  
Title:

We/I have the authority to bind the Licensee.