# TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT

# THIS TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT dated the 11<sup>th</sup> day of November, 2014

#### BETWEEN:

# MORGUARD REAL ESTATE INVESTMENT TRUST

(the "Owner")

AND:

# TELUS COMMUNCATIONS COMPANY

a company incorporated under the laws of Canada

(the "Licensee")

# WHEREAS:

- A. By a telecommunications license agreement dated the 16<sup>th</sup> day of March, 2010, (the "License") the Owner licensed to the Licensee for and during a term of 5 years, expiring on the 31<sup>st</sup> day of December, 2014, certain premises as more particularly described in the License, located at 7326 10<sup>th</sup> Street N.E., in the City of Calgary, in the Province of Alberta.
- **B.** Capitalized terms used in this agreement have the same meanings as are respectively ascribed thereto in the License, except as herein otherwise expressly provided.
- **C.** The parties hereto desire to amend certain provisions of the License:

**NOW THEREFORE THIS TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT WITNESSES** that in consideration of the sum of Ten Dollars (\$10.00) now paid by each party hereto to the other (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree that the License be and the same is hereby amended effective the 1<sup>st</sup> day of January, 2015 (the "Effective Date") as follows:

**1.** Section 3.02 Option to Renew is hereby deleted and the following is substituted therefor:

**"3.02** <u>Option to Renew</u> - Provided that the Licensee is not in default under this Agreement, the Licensee shall have the option to renew and extend this Agreement for **1** period of **5** years (the "Renewal Term"), upon the Licensee providing at least 6 months' prior written notice to the Owner. The Renewal Term shall be on the same terms and conditions as contained in this Agreement, except that the License Fee shall be agreed to by the parties in writing based on the prevailing market rates for similar equipment rooms in similar buildings and the Renewal Term shall not contain any further option to renew. Where the parties are unable to agree on the License Fee payable during the Renewal Term prior to the expiration of the Term, the matter in dispute shall be determined by a single arbitrator appointed pursuant to the arbitration legislation of the province in which the Building is situated."

2. Section 12.01 Notices is hereby deleted and the following is substituted therefor:

"12.01 <u>Notices</u> - Any Notice pursuant to this Agreement shall be given in writing and personally served or sent by facsimile or registered mail, and addressed or sent as specified below:

(a) If to the Owner:
c/o Morguard Investments Limited
500, 505 – 3<sup>rd</sup> Street S.W.
Calgary, Alberta T2P 3E6

Attention:General ManagerFacsimile:403.265.9813Telephone:403.266.1695

(b) If to the Licensee: TELUS Communications Company 25 York Street, Suite 2600 Toronto, ON M5J 2V5

Attention:Manager, Building AccessFacsimile:416.496.6767Telephone:416.496.6893

# For planned power outage notices please e-mail the following:

Event Management - EventManager@telus.com, 888-530-7755

TELUS Threat and Release notifications - <u>Releases@telus.com</u>

# For emergency issues please call TELUS Power NOC: 1-800-887-1221, option 3, 3"

**3.** SCHEDULE F TERM is hereby deleted and a new SCHEDULE F, a copy of which is attached hereto, is substituted therefor.

**4.** SCHEDULE G is hereby deleted and a new SCHEDULE G, a copy of which is attached hereto, is substituted therefor.

<u>Limitation of Recourse</u> - The parties acknowledge and agree that, if the Licensor is Morguard Real Estate Investment Trust ("MREIT"), the obligations of MREIT hereunder and under all documents delivered pursuant hereto (and all documents to which this document may be pursuant) or which give effect to, or amend or supplement, the terms of the License or this agreement, as the case may be, are not personally binding upon any trustee thereof, any registered or beneficial holder of units (a "Unitholder") or any annuitant under a plan of which a Unitholder acts as a trustee or carrier, or any officers, employees or agents of MREIT and resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the foregoing or the private property of any of the foregoing, but the Building only shall be bound by such obligations and recourse or satisfaction may only be sought from the revenue of the Building.

<u>License Remains in Force</u> - Except with respect to the amendments contained herein, all other terms and conditions contained in the License shall remain unamended and in full force and effect.

<u>Binding Effect</u> - This agreement shall enure to the benefit of and be binding upon the successors and assigns of the Licensor and the heirs, executors and administrators and the permitted successors and assigns of the Licensee.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement as of the date first above written.

OWNER: MORGUARD REAL ESTATE INVESTMENT TRUST by its agent Morguard Investments Limited

By:

By:

122  $\leq$ J.T. Johnston Name:

Title: Authorized Signatory

Name: R.J. Borisenko

Title: Authorized Signatory

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We have authority to bind the corporation which has authority to bind the trust

# LICENSEE: TELUS COMMUNICATIONS COMPANY

**WITNESS** to signature of Licensee:

Signature:	
Print Name:	
Address	

Name: Richard D. Johnson

Manager, Building Access Title:

By:

By:

Name: Title:

Occupation:

I/We have authority to bind the corporation

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### TERM

The Term of this Agreement is for **10** years commencing on the Commencement Date. The Commencement Date is **January 1, 2010**.

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### SCHEDULE G

## FEES

The Equipment Room contains approximately 50 square feet.

**Effective January 1, 2010 to December 31, 2014**, the Licensee shall pay to the Owner an annual License Fee in the amount of \$10.00 per square foot, per annum of Equipment Room space occupied, equalling \$500.00 annually, plus applicable taxes. The License Fee for the initial term as set forth in Schedule F shall be payable in advance on the Commencement Date.

Effective January 1, 2015 to December 31, 2019, The Licensee shall pay to the Owner an annual License Fee in the amount of \$11.00 per square foot, per annum of Equipment Room space occupied, equalling \$550.00 annually, plus applicable taxes. The License Fee for the initial term as set forth in Schedule F shall be payable in advance on January 1, 2015.

The Licensee shall pay GST as applicable on the License Fee, which GST shall be paid at the time the License Fee is payable. The Owner's GST registration number is 876743543.

# ESCORT FEE

The Licensee agrees to pay the Owner fees for security escorts required after regular business hours in order to access the non-exclusive areas occupied by the Licensee at a rate of \$20.00 per hour plus applicable taxes, with a minimum of 2 hours per occurrence after normal business hours.

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