

TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT

THIS TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT dated the 19th day of January, 2022

BETWEEN:

MORGUARD MCC LIMITED

a company incorporated under the laws of the Province of Ontario

(the "Licensor")

AND:

TELUS COMMUNICATIONS INC.

a company incorporated under the laws of Canada

(the "Licensee")

WHEREAS:

- A. By a telecommunications license agreement dated the 25th day of October, 2016, (the "License") Morguard Corporation and MCC Ontario Limited predecessor in title to the Licensor licensed to Telus Communications Company for and during a term of 5 years, expiring on the 28th day of February, 2022, certain premises as more particularly described in the License, located at 201 City Centre Drive, in the City of Mississauga, in the Province of Ontario.
- B. By an assumption agreement dated the 1st day of October, 2017, Telus Communications Inc. became the sole legal and beneficial owner of all property that was the property of Telus Communications Company.
- C. By a certain agreement dated December 5, 2019, the Lands and Building were transferred from Morguard Corporation and MCC Ontario Limited to MCC Ontario Limited, resulting in Morguard MCC Limited becoming owner of the Lands and Licensor.
- D. Capitalized terms used in this amendment agreement have the same meanings as are respectively ascribed thereto in the License, except as herein otherwise expressly provided.
- E. 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 \$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 1st day of March, 2022 (the "Effective Date") as follows:

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

"3.02 Option to Renew 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 then prevailing market rates for similar Equipment Rooms in similar buildings and 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. SCHEDULE F of the License is hereby deleted and a new SCHEDULE F, a copy of which is attached hereto, is hereby substituted therefore.
3. SCHEDULE G of the License is hereby deleted and a new SCHEDULE G, a copy of which

is attached hereto, is hereby substituted therefore.

Limitation of Recourse - If the Licensor is, or one of the parties comprising the Licensor is, or this agreement is assigned by the Licensor to, a real estate investment trust ("REIT"), the parties acknowledge and agree that the obligations of the REIT 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 this agreement 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 the REIT 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.

Agreement Remains in Force - 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.

Binding Effect - This amendment 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.

Privacy - As agent for the Licensor, Morguard Investments Limited ("Morguard") is committed to maintaining the security and confidentiality of personal information in accordance with applicable privacy legislation and our privacy policy. By signing this amendment agreement, you are consenting to Morguard collecting, using and disclosing your personal information in order to identify and communicate with you, for such other purposes as may be necessary in order to enter into a licensor and licensee relationship with you and for any other purposes where you consent or where such collection, use or disclosures is permitted or required by law. For further information regarding Morguard's personal information handling practices, please refer to Morguard's privacy policy at www.morguard.com.

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

LICENSOR:
MORGUARD MCC LIMITED
by its agent Morguard Investments Limited

LICENSEE:
TELUS COMMUNICATIONS COMPANY *Inc.*

By: *T. Capulli*
Name: Tullio Capulli
Title: Authorized Signatory c/s

By: *Richard Johnson*
Name: *Richard Johnson*
Title: *Manager, Billing* c/s *Access*

By: *Todd Febbo*
Name: Todd Febbo
Title: Authorized Signatory

By: _____
Name:
Title:

We have authority to bind the corporation

I/We have authority to bind the corporation



