

## TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT

THIS TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT dated the 1<sup>st</sup> day of November, 2021

**BETWEEN:**

**MORGUARD MCC LIMITED**  
a company incorporated under the laws of the Province of Ontario  
(the "Licensor")

**AND:**

**TELUS COMMUNICATIONS INC.**  
a corporation amalgamated under the laws of the Province of British Columbia  
(the "Licensee")

**WHEREAS:**

- A. By a telecommunications license agreement dated the 17<sup>th</sup> day of April, 2017, (the "License") Morguard Corporation and MCC Ontario Limited predecessor in title to the Owner, the Licensor licensed to the Licensee for and during a term of 5 years, expiring on the 28<sup>th</sup> day of February, 2022, certain premises as more particularly described in the License, located at 77 City Centre Drive, in the City of Mississauga, in the Province of Ontario.
- B. By assumption agreement dated the 1<sup>st</sup> day of October, 2017, Telus Communications Inc., became the sole legal and beneficial owner of all property that was property of Telus Communications Company.
- C. 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.
- D. 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 1<sup>st</sup> 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 then 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."

3. SCHEDULE F of the License is hereby deleted and a new SCHEDULE F, a copy of which is attached hereto, is hereby substituted therefore.
4. 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](http://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

By:   
Name: Tullio Capulli  
Title: Authorized Signatory c/s

By:   
Name: Todd Febbo  
Title: Authorized Signatory

We have authority to bind the corporation

**LICENSEE:**  
**TELUS COMMUNICATIONS INC.**

By:   
Name: Richard Johnson  
Title: Manager, Business Development

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

I/We have authority to bind the corporation



**SCHEDULE F**

**TERM**

The Term of this Agreement is for 10 years commencing on the Commencement Date.

The Commencement Date is March 1, 2017.

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**SCHEDULE G**

**FEES**

The Equipment Room contains approximately 30 square feet.

**For the Period March 1, 2017 to February 28, 2022**

The Licensee shall pay to the Licensor an annual License Fee in the amount of \$25.00 per square foot, per annum of Equipment Room space occupied, equalling \$750.00 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.

The Licensee shall pay Sales Taxes as applicable on the License Fee, which Sales Taxes shall be paid at the time the License Fee is payable. The Licensor's Sales Taxes registration number is 878391192.

**For the Period March 1, 2022 to February 28, 2027**

The Licensee shall pay to the Licensor an annual License Fee in the amount of \$25.00 per square foot, per annum of Equipment Room space occupied, equalling \$825.00 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.

The Licensee shall pay Sales Taxes as applicable on the License Fee, which Sales Taxes shall be paid at the time the License Fee is payable. The Licensor's Sales Taxes registration number is 878391192.

**ESCORT FEE**

The Licensee agrees to pay the Licensor 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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