

# TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT

THIS TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT dated the 19<sup>th</sup> day of August, 2015.

**BETWEEN: MORGUARD CORPORATION**  
A company amalgamated under the laws of Canada

AND:

**MCC ONTARIO LIMITED**  
a company incorporated under the laws of the Province of Ontario

(collectively the "Owner")

**AND: TELUS COMMUNICATIONS COMPANY**  
a company incorporated under the laws of Canada

(the "Licensee")

## WHEREAS:

- A. By a telecommunications license agreement dated the 29<sup>th</sup> day of July, 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 August, 2015, certain premises as more particularly described in the License, located at 55 City Centre Drive, in the City of Mississauga, in the Province of Ontario.
- 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 \$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 September, 2015 (the "Effective Date") as follows:

1. Section 1.01 "GST" is hereby deleted and is replaced with the following:  
  
"Sales Taxes" means goods and services taxes payable pursuant to Part VIII and IX of the Excise Tax Act, as amended and re-enacted from time to time, as well as any blended or harmonized sales tax which combines such taxes with provincial sales taxes (however characterized or named), and any other like taxes levied from time to time by any governmental authority having jurisdiction, against the License Fee and any other charges payable under this Agreement."
2. Section 3.02 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 prevailing market rates for similar Equipment Rooms in similar buildings and the shall not contain any further option to renew. Where the parties are unable to agree on the Licensee 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 - Term is hereby deleted and a new Schedule F, a copy of which is attached hereto, is hereby substituted therefor.

4. Schedule G – Fees is hereby deleted and a new Schedule G, a copy of which is attached hereto, is hereby substituted therefor.


License 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.

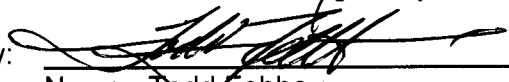
Binding Effect - This agreement shall enure to the benefit of and be binding upon the successors and assigns of the Owner and the heirs, executors and administrators and the permitted successors and assigns of the Licensee.

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 Telecommunications License 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 agreement as of the date first above written.

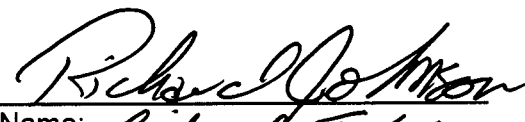
**OWNER:**  
**MORGUARD CORPORATION**  
by its agent Morguard Investments Limited

By:   
Name: Tullio Capulli  
Title: Authorized Signatory

By:   
Name: Todd Febbo  
Title: Authorized Signatory

We have authority to bind the corporation

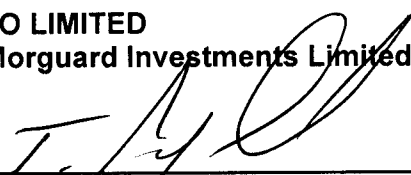
**LICENSEE:**  
**TELUS COMMUNICATIONS COMPANY**

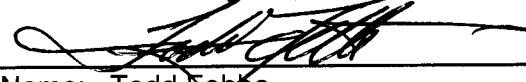
By:   
Name: Richard Johnson  
Title: Manager, Billing Access

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

I/We have authority to bind the corporation

**OWNER:**  
**MCC ONTARIO LIMITED**  
by its agent Morguard Investments Limited

By:   
Name: Tullio Capulli  
Title: Authorized Signatory

By:   
Name: Todd Febbo  
Title: Authorized Signatory

We have authority to bind the corporation

