

TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT

THIS TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT dated the 10th day of January, 2018

BETWEEN:

MORGUARD CAMELOT LIMITED
a company incorporated under the laws of the Province of Ontario

(the "Owner")

AND:

TELUS COMMUNICATIONS INC.
a company incorporated under the laws of Canada

(the "Licensee")

WHEREAS:

- A. By a telecommunications license agreement dated the 29th day of April, 2008, Pensionfund Realty Limited, predecessor in title to Morguard Camelot Limited licensed to the Licensee for and during a term of 5 years, expiring on the 30th day of June, 2013, certain premises as more particularly described in the said license, located at 59 Camelot Drive, in the City of Ottawa, in the Province of Ontario.
- B. By a telecommunications license amendment agreement dated the 9th day of April, 2013 certain terms of the said license were amended as more particularly set out therein (the said license and telecommunications license amendment agreement hereinafter collectively called the "License").
- 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 1st day of July, 2018 (the "Effective Date") as follows:

- 1. Section **1.01 Definitions** "GST" is hereby deleted and the following is substituted therefor:

"**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 Rent and any other charges payable under this Lease."

Any reference to "GST" in the License shall be replaced with "Sales Taxes".

- 2. Section **3.02 Option to Renew** of the License is hereby deleted in its entirety.
- 3. Section **12.01 Notices** (b) is hereby deleted and the following is substituted therefor:

"(b) If to the Licensee:

TELUS Communications Inc.
25 York Street, 22nd Floor
Toronto, ON M5J 2V5

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.

**OWNER:
MORGUARD CAMELOT LIMITED**

By: [Signature]
Name: _____
Title: Authorized Signatory c/s

By: [Signature]
Name: **AUTHORIZED SIGNATORY**
Title: Authorized Signatory

**LICENSEE:
TELUS COMMUNICATIONS INC.**

By: [Signature]
Name: *Richard Johnson*
Title: *Manager, Building Access c/s*

By: _____
Name: _____
Title: _____

We have authority to bind the corporation

I/We have authority to bind the corporation

