

## TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT

THIS TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT dated the 2<sup>nd</sup> day of June, 2020

**BETWEEN:**

**MORGUARD MCC LIMITED**

a company incorporated under the laws of the Province of Ontario

**AND:**

**TELUS COMMUNICATIONS INC.**

a corporation 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, Morguard Corporation and MCC Ontario Limited, predecessor in title to the Owner, licensed to Telus Communications Company 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 said license, located at 55 City Centre Drive, in the City of Mississauga, in the Province of Ontario.
- B. By a telecommunications license amendment agreement dated the 19<sup>th</sup> day of August, 2015 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. As a result of an internal corporate reorganization, effective October 1, 2017, Telus Communications Company carried on as Telus Communications Inc. (hereinafter referred to as the "Licensee").
- 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 1<sup>st</sup> day of September, 2020 (the "Effective Date") as follows:

1. Section 3.02 Option to Renew is hereby deleted in its entirety.
2. Schedule F - Term is hereby deleted and a new Schedule F, a copy of which is attached hereto, is hereby substituted therefor.
3. Schedule G - Fees is hereby deleted and a new Schedule G, a copy of which is attached hereto, is hereby substituted therefor.

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.


**OWNER:**  
**MORGUARD MCC 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

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

By:   
Name: Richard Johnson  
Title: Manager of Building Access

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

I/We have authority to bind the corporation



**SCHEDULE F**

**TERM**

The Term of this Agreement is for 15 years commencing on the Commencement Date.

The Commencement Date is September 1, 2010.

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