

TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT

THIS TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT dated the 24th day of August, 2020

BETWEEN:

10938629 CANADA INC.
a company incorporated under the laws of Canada

and

MORGUARD (JEAN EDMONDS) LIMITED
a company incorporated under the laws of the Province of Ontario

(collectively the "Licensor")

AND:

TELUS COMMUNICATIONS INC.

(the "Licensee")

WHEREAS:

- A. By a telecommunications license agreement dated the 31st day of July, 2006, Brookfield Properties Management Corporation, in its capacity as property manager for the Owner, predecessor in title to the Licensor, licensed to TELUS Communications Corporation, predecessor in title to the Licensee, for and during a term of 5 years, expiring on the 30th day of September, 2010, certain premises as more particularly described in the said license, located at Jean Edmonds Towers, 365 Laurier Avenue West, South Tower, in the City of Ottawa, in the Province of Ontario.
- B. By a license extension and amending agreement dated the 22nd day of March, 2010 certain terms of the said license were amended as more particularly set out therein.
- C. By a second license extension and amending agreement dated the 3rd day of September, 2015 certain terms of the said license were amended as more particularly set out therein (the said license and license extension and amending agreements hereinafter collectively called the "License").
- 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 October, 2020 (the "Effective Date") as follows:

1. Exhibit "I" Information Page is hereby deleted and a new Exhibit "I" Information Page, a copy of which is attached hereto, is hereby substituted therefor.
2. Section 4(b) is hereby deleted in its entirety.

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

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.

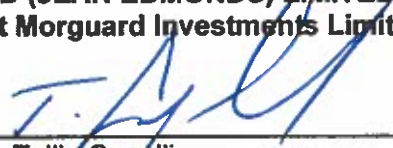
**LICENSOR:
10938629 CANADA INC.**

By: _____
Name:
Title: c/s

By: _____
Name:
Title:

We have authority to bind the corporation

**LICENSOR:
MORGUARD (JEAN EDMONDS) LIMITED
by its agent Morguard Investments Limited**



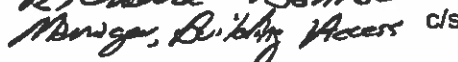
By: 
Name: Tullio Capulli
Title: Authorized Signatory c/s

By: 
Name: Michael Swan
Title: Authorized Signatory



We have authority to bind the corporation

**LICENSEE:
TELUS COMMUNICATIONS INC.**

By: 
Name: 
Title:  c/s

By: _____
Name:
Title: c/s

I/We have authority to bind the corporation

Exhibit "I"
INFORMATION PAGE

This page sets out information, which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT made as of the 1st day of October, 2005 and amended by a license extension and amending agreement made as of the 22nd day of March, 2010 and a second license extension and amending agreement made as of the 3rd day of September, 2015 and a third license extension and amending agreement made as of the 24th day of August, 2020 between 10938629 CANADA INC. and MORGUARD (JEAN EDMONDS) LIMITED collectively as the Licensor, and TELUS COMMUNICATIONS INC. as the Licensee. The information is as follows:

Building: The office building municipally known as Jean Edmonds Towers, 365 Laurier Avenue West, South Tower, in the City of Ottawa and the Province of Ontario.

Floor Area of Deemed Area: Fifty (50) square feet

Commencement Date:	Original Term:	October 1, 2005
	Renewal Term:	October 1, 2010
	Second Renewal Term:	October 1, 2015
	Third Renewal Term:	October 1, 2020

License Fee:

Original Term: the annual sum of One Thousand, Two Hundred and Fifty Dollars (\$1,250.00) calculated based on the annual rate of Twenty-Five Dollars (\$25.00) per square foot of the floor area of the Deemed Area and Recoverable Costs during the first year of the Term, the annual sum of One Thousand, Two Hundred and Eighty-One Dollars and Fifty Cents (\$1,281.50) calculated based on the annual rate of Twenty-Five Dollars and Sixty-Three Cents (\$25.63) per square foot of the floor area of the Deemed Area and Recoverable Costs during the second year of the Term, the annual sum of One Thousand, Three Hundred and Thirteen Dollars and Fifty Cents (\$1,313.50) calculated based on the annual rate of Twenty-Six Dollars and Twenty-Seven Cents (\$26.27) per square foot of the floor area of the Deemed Area and Recoverable Costs during the third year of the Term, the annual sum of One Thousand, Three Hundred and Forty-Six Dollars and Fifty Cents (\$1,346.50) calculated based on the annual rate of Twenty-Six Dollars and Ninety-Three Cents (\$26.93) per square foot of the floor area of the Deemed Area and Recoverable Costs during the fourth year of the Term, and the annual sum of One Thousand, Three Hundred and Eighty Dollars (\$1,380.00) calculated based on the annual rate of Twenty-Seven Dollars and Sixty Cents (\$27.60) per square foot of the floor area of the Deemed Area and Recoverable Costs during the last year of the Term.

Renewal Term: the annual sum of One Thousand Five Hundred Dollars (\$1,500.00) calculated based on the annual rate of Thirty Dollars (\$30.00) per square foot of the floor area of the Deemed Area and Recoverable Costs for each year of the Renewal Term.

Second Renewal Term: the annual sum of One Thousand Five Hundred and Forty-Seven Dollars (\$1,547.00) calculated based on the annual rate of Thirty Dollars and Ninety-Four Cents (\$30.94) per square foot of the floor area of the Deemed Area and Recoverable Costs for each year during the Second Renewal Term.

Third Renewal Term: the annual sum of One Thousand Six Hundred and Sixty-Six Dollars and Fifty Cents (\$1,666.50) calculated based on the annual rate of Thirty-Three Dollars and Thirty-Three Cents (\$33.33) per square foot of the floor area of the Deemed Area and Recoverable Costs for each year during the Third Renewal Term.

Notices:	Licensor	Licensee
	c/o Morguard Investments Limited	TELUS Communications Inc.
	402 - 350 Sparks Street	25 York Street, 22 nd Floor
	Ottawa, ON K1R 7S8	Toronto, Ontario M5J 2V5
	Attention: Vice President, Eastern Region	Attention: Manager, Building Access
	Email: noticeottawala@morguard.com	

Prime Rate Reference Bank: The Toronto Dominion Bank

Renewal Term: NIL

Original Term: The five (5) year period starting on the Original Term Commencement Date and ending on September 30, 2010.

Renewal Term: The five (5) year period starting on the Renewal Term Commencement Date and ending on September 30, 2015.

Second Renewal Term: The five (5) year period starting on the Second Renewal Term Commencement Date and ending on September 30, 2020.

Third Renewal Term: The five (5) year period starting on the Third Renewal Term Commencement Date and ending on September 30, 2025.