

## TELECOMMUNICATIONS LICENSE AGREEMENT AMENDMENT AGREEMENT

THIS TELECOMMUNICATIONS LICENSE AGREEMENT AMENDMENT AGREEMENT dated the 20<sup>th</sup> day of June, 2017

### BETWEEN:

**MORGUARD REALTY HOLDINGS INC.**

a company incorporated under the laws of the Province of Ontario

(the "Owner")

### AND:

**BELL CANADA**

a company incorporated under the laws of Canada

(the "Licensee")

### WHEREAS:

- A. By a telecommunications license agreement dated the 1<sup>st</sup> day of December, 2007, Morguard Real Estate Investment Trust (the "Trust") licensed to the Licensee for and during a term of 5 years, expiring on the 30<sup>th</sup> day of November, 2012, certain premises as more particularly described in the said license, located at 47 Clarence Street, in the City of Ottawa, in the Province of Ontario.
- B. By a telecommunications license agreement amendment agreement dated the 10<sup>th</sup> day of May, 2012 certain terms of the said license were amended as more particularly set out therein (the said telecommunications license agreement and telecommunications license agreement amendment agreement hereinafter collectively called the "License").
- C. The Trust has determined that Morguard Realty Holdings Inc., its nominee, should appear as Owner in the License and all references in the License shall be deemed to be amended so that the Owner is Morguard Realty Holdings Inc.
- 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 AGREEMENT 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 December, 2017 (the "Effective Date") as follows:

- 1. License Fee of the Information Page is hereby deleted and a new License Fee is inserted as follows:

"License Fee:

For the period of December 1, 2007 to November 30, 2012 the annual sum of \$1,425.00 plus applicable taxes.

For the period of December 1, 2012 to November 30, 2017 the annual sum of \$1,570.00 plus applicable taxes.

For the period of December 1, 2017 to November 30, 2022 the annual sum of \$1,770.00 plus applicable taxes.

2. Notices: Licensee of the Information Page is hereby deleted and a new Notices: Licensee is inserted as follows:

"Notices: Licensee

Bell Canada  
c/o BGIS O&M Solutions Inc.  
87 Ontario St., West, 6<sup>th</sup> Floor  
Attention: Transactions and Lease Management  
Montreal, QC  
H2X 0A7

with a copy to:

Bell Canada Real Estate Services  
87 Ontario St., West 6<sup>th</sup> Floor  
Montreal, QC  
H2X 1Y8  
Attention: Director, Strategic Asset Planning"

3. Renewal Term of the Information Page is hereby deleted.
4. Term of the Information Page is hereby deleted and a new Term is inserted as follows:
- "Term: The period starting on the Commencement date and ending on the 30<sup>th</sup> day of November, 2022."
5. Article 1.1 "Term" of the Telecommunications License Agreement is hereby deleted and a new Term is inserted as follows:
- "Term" means the continuous period of fifteen (15) years, commencing on the Commencement Date."
6. Article 3.2 Option to Renew of the Telecommunications License Agreement is hereby deleted.

Limitation of Recourse - If the Licensors is, or one of the parties comprising the Licensors is, or this agreement is assigned by the Licensors 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 Licensors 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 REALTY HOLDINGS INC.**  
by its agent Morguard Investments Limited

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory c/s

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

We have authority to bind the corporation

**LICENSEE:**  
**BELL CANADA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: SENIOR SPECIALIST c/s  
ASSET MANAGEMENT

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

I/We have authority to bind the corporation