

TELECOMMUNICATIONS LICENSE AGREEMENT AMENDMENT AGREEMENT

THIS TELECOMMUNICATIONS LICENSE AGREEMENT AMENDMENT AGREEMENT dated the 7th day of July, 2005

BETWEEN:

MORGUARD REAL ESTATE INVESTMENT TRUST

(the "Licensor")

OF THE FIRST PART

AND:

TELECOM OTTAWA LIMITED

a corporation incorporated under the laws of the Province of Ontario

(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. By a telecommunications license agreement dated the 7th day of April, 2004, (the "License") the Licensor licensed to the Licensee for and during a term of 3 years, expiring on the 15th day of April, 2005, the use of certain premises as more particularly described in the License, located at **1101 Prince of Wales Drive**, in the City of Ottawa, 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 AGREEMENT AMENDMENT AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars (\$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 8th day of July, 2005 (the "Effective Date") as follows:

- 1. Subsection 12.1(b) is hereby deleted and the following is substituted therefor:

“(b) If to the Licensee:

100 Maple Grove Road
Ottawa, ON K2V 1B8

Attention: Claude Pothier, Director, Engineering

Telephone: 613-225-4361

Facsimile: 613-225-0636

2. Schedule C is hereby deleted and a new Schedule C, a copy of which is attached hereto is substituted therefor.

3. The final two lines of Schedule F are hereby deleted and the following is substituted therefor:

"The Term of this Agreement is for five (5) years commencing on the Commencement Date.

Commencement Date is July 8, 2005."

4. The first paragraph of Schedule G is hereby deleted and the following is substituted therefor:

"The Licensee shall **not be required to** pay to the Licensor an annual License Fee ~~in the amount of Five Hundred Dollars (\$500.00) plus GST. The License Fee shall be payable on the Commencement Date and on each anniversary thereof~~ during the **initial 5 year Term.**"

Limitation of Recourse - The parties acknowledge and agree that, if the Licensor is Morguard Real Estate Investment Trust ("MREIT"), the obligations of MREIT 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 the License or this Agreement, as the case may be, are not personally binding upon any trustee hereof, 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 MREIT 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.

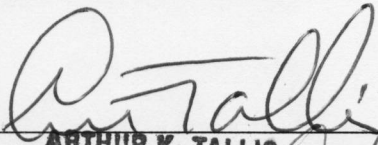
License Remains in Force - Except with respect to the amendments contained herein, all other terms and conditions contained in the License shall remain unamended and in full force and effect.

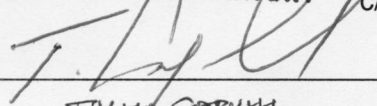
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Binding Effect - This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Licensor and the heirs, executors and administrators and the permitted successors and assigns of the Licensee.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

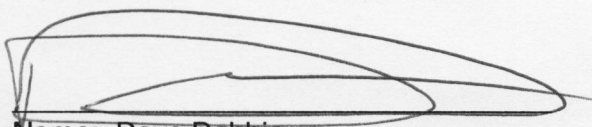
**LICENSOR: MORGUARD REAL ESTATE INVESTMENT TRUST by its agent
MORGUARD INVESTMENTS LIMITED**

By: 
Name: **ARTHUR K. TALLIS**
Title: **AUTHORIZED SIGNATORY** c/s

By: 
Name: **TOMLIN CAPLAN**
Title: **AUTHORIZED SIGNATORY**

We have authority to bind the corporation which has authority to bind the trust

LICENSEE: TELECOM OTTAWA LIMITED

By: 
Name: Dave Dobbin
Title: Chief Operating Officer c/s

By: _____
Name:
Title:

I/We have authority to bind the corporation