

AMENDMENT TO LEASE

DATE: Entered into this _____ day of _____ 2021.

BETWEEN: **ÉDIFICE 5160 DECARIE INC.**, a corporation duly incorporated under the *Business Corporations Act* (Québec), having its head office at 630 Saint-Paul W., Suite 600, in the City of Montreal, Province of Quebec, H3C 1L9, herein acting and represented by Mr. Vincent Chiara, its President, duly authorized for the purposes hereof;

(the "**Landlord**");

AND: **TELUS COMMUNICATIONS INC.**, a corporation duly incorporated and now governed by the *Business Corporations Act* (British-Columbia), having a place of business at 25 York Street, 22nd Floor, in the City of Toronto, Province of Ontario, M5J 2V5, herein acting and represented by Richard Jansen its Manager, duly authorized for the purposes hereof, as she/he so declares;

(the "**Tenant**").

WHEREAS by an agreement dated November 18, 2004 (the "**Original Agreement**") *Telus Communications Company* installed fiber optic cable in the building located at 5160 Decarie Boulevard, in the City of Montreal, Province of Quebec (the "**Property**") for a term of two (2) years, commencing November 1, 2004 and ending October 31, 2006 (the "**Term**");

WHEREAS by a lease amendment and extension agreement dated May 14, 2007, the Term was extended for a further period of five (5) years, ending October 31, 2011 (the "**First Amendment**");

WHEREAS by a lease amendment and extension agreement dated September 20, 2011, the Term was extended for a further period of five (5) years, ending October 31, 2016 (the "**Second Amendment**");

WHEREAS by a lease amendment and extension agreement dated October 13, 2016, the Term was extended for a further period of five (5) years, ending October 31, 2021 (the "**Third Amendment**");

WHEREAS following a corporate reorganization *Telus Communications Company* was dissolved on October 1, 2017 and all its rights, title and interests in the Lease were transferred and assigned to the Tenant;

WHEREAS by a deed of sale agreement dated November 12th, 2019, the previous landlord has sold, transferred and assigned all its rights, title and interest in the Property including in the Lease to the Landlord;

WHEREAS the First Amendment, the Second Amendment and the Third Amendment are hereinafter collectively referred to as the "**Lease**";

WHEREAS the parties have agreed to extend the Term of the Lease under the following terms and conditions (the "**Fourth Agreement**");

IN CONSIDERATION of the mutual covenants and agreements to the date hereof, the parties hereto agree as follows:

1. The Preamble is an integral part hereof.


2. **EXTENDED TERM**

The parties agree that the Term shall be extended for an additional period of five (5) years, beginning November 1, 2021 and expiring October 31, 2026 (the "**Extended Term**").

3. **GROSS RENT DURING THE EXTENDED TERM**

During the Extended Term, the Tenant shall pay an annual gross rent of four thousand five hundred dollars (\$4,500.00), plus applicable taxes, payable in advance on November 1, 2021 (the "**Gross Rent**").

For the purposes herein, the Gross Rent excludes Tenant's electrical consumption.

INITIALS	
LANDLORD	TENANT
	

4. **INTERPRETATION**

All the other terms and conditions of the proposal, including without limitation all monetary conditions, shall remain in force and the proposal shall remain unchanged except as amended by the present Agreement.

5. **HEIRS, SUCCESSORS AND ASSIGNS**

The present agreement is binding and enforceable upon the parties hereto and their respective heirs, successors, assigns and legal representatives.


6. **LANGUAGE**

The parties hereto confirm that they have requested that the present document be drafted in the English language. *Les parties aux présentes confirment qu'elles ont demandé que le présent document soit rédigé en langue anglaise.*

7. **GOVERNING LAWS**

The present agreement shall be governed by the laws in force in the Province of Québec. Should a provision of this Proposal, to any extent, be held to be or rendered invalid, unenforceable or illegal, then such provision shall be deemed to be independent from the remainder of the Proposal and divisible therefrom and shall in no case invalidate the remainder of the Proposal and the remainder of the Proposal shall continue to be enforceable to the fullest extent permitted by law.

[Signature page follows.]

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IN WITNESS WHEREOF, the Tenant acknowledges that it has had the opportunity to consult with legal counsel in connection with the negotiation and execution of this amendment. The Tenant has signed in Montreal, on this 27th day of October 2021.

TELUS COMMUNICATIONS INC.
(Tenant)

Per: Richard Johnson
Name: Richard Johnson
Title: Manager, Building Access

IN WITNESS WHEREOF, the Landlord has signed in Montreal, on this _____ day of _____ 2021.

ÉDIFICE 5160 DECARIE INC.
(Landlord)

Per: _____
Vincent Chiara
President

INITIALS	
LANDLORD	TENANT
	<u>RJ</u>