

## AGREEMENT OF LEASE

signed on

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between

SOCIÉTÉ IMMOBILIÈRE CAMONT INC.

duly represented by its/their manager

IVANHOÉ CAMBRIDGE INC.

(the **Lessor**)

and

TELUS COMMUNICATIONS ~~COMPANY~~ Inc. *89*

(the **Lessee**)

IVANHOÉ CAMBRIDGE INC.  
ÉDIFICE JACQUES-PARIZEAU

1001, SQUARE VICTORIA

LEASE entered into in Montreal, Quebec on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 (the Lease)

**BETWEEN:** SOCIÉTÉ IMMOBILIÈRE CAMONT INC. represented by its manager IVANHOÉ CAMBRIDGE INC., a company duly incorporated under the laws of the Province of Québec, having its head office at Édifice Jacques-Parizeau, 1001, Victoria Square, Suite C-500, in the City of Montréal, Province of Québec, H2Z 2B5, hereinacting and represented by Annik Desmarteau, Senior Director, Offices, Québec, and by Peter Picciola – Vice President, Leasing, Offices, Québec - duly authorised for the purposes hereof

(the Lessor)

**AND:** TELUS COMMUNICATIONS COMPANY, a company duly incorporated under the Canada Business Corporations Act, having its head office at 25 York Street, 22<sup>nd</sup> Floor, in the city of Toronto, province of Ontario, M5J 2V5, hereinacting and duly represented by \_\_\_\_\_, (title), duly authorised for the purposes hereof, as declared in Schedule A attached hereto

(the Lessee)

THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

## 1. DESCRIPTION OF THE LEASED PREMISES

- 1.1. The Lessee leases an area in the building bearing civic addresses 415 Saint Antoine W., 455 Saint-Antoine W., 1001, Square-Victoria, 1000, place Jean-Paul-Riopelle, and 400, Viger Street West, in the City of Montreal, Province of Quebec and bearing the Cadastral Designation (the **Building**). The area leased by the Lessee is shown crosshatched on Schedule A (the **Leased Premises**)
  - 1.1.1. the 2' x 3' space required for the installation of a fusion box in the telecommunications room # BS1-16 located at the SS-1 level of the Building (the Demarcation Point);
  - 1.1.2. the space required for the installation of a 48-strand (15mm) single-mode fiber optic cable enters the CSEVM duct located on Saint Antoine Street, passing through room AS0-06 located at P1 level Building and using Lesser's conduit for a length of 128.5 meters to room BS1-24 located at SS-1 level, and thereafter on the cable support in an orange FT4 conduit to the Demarcation Point (Optical Fiber Cable #1)
  - 1.1.3. the space required for the installation of a 12-strand single-mode fiber optic cable from the Demarcation Point through the cable tray in an orange FT4 conduit to the FDI cabinet (4<sup>th</sup> cabinet on the left) located in room BS1-24 (the Optical Fiber Cable #2).

## 2. USE OF LEASED PREMISES AND EQUIPMENT

- 2.1. The Lessee undertakes to use the Leased Premises for the sole purpose of installing and operating equipment to provide telecommunication services, being (the **Equipment**):
  - 2.1.1. fibers;
  - 2.1.2. terminals;
  - 2.1.3. fiber optic cables #1 Fiber optic cables # 2, and all the other cables;
  - 2.1.4. fusion box;
  - 2.1.5. all equipment related to the operation and use of the Equipment and the Rented Premises
- 2.2. The Leased Premises and the Equipment are subject to the plans "as constructed". The plan "as constructed" approved by the Lessor shall be final and shall bind all parties as of the Commencement Date. The description of the Leased Premises, the Equipment and the Gross Rent and all other relevant financial provision related to the Leased Premises or the Equipment shall be adjusted accordingly.
- 2.3. The Lessee undertakes to identify the Equipment, and more particularly the cables located in the telecommunication room and the panel in accordance with the Lessor's specifications attached hereto as **Schedule A**.

- 2.4. The Lessee shall not permit any other person to share or use the Lessee's Equipment or to have access to the Leased Premises, without the prior written consent of the Lessor. The Lessee acknowledges and agrees that it cannot use the Equipment or the Leased Premises for the resale, direct or indirect, of services to other users (such as other providers of telecommunication services), without the prior written consent of the Lessor. If the Lessee manifests such request to the Lessor, the Lessor shall have the option, without restriction, to refuse or consent to the Lessee's request. In the case of consent, the parties undertake to modify the Gross Rent payable and all other relevant conditions of the Lease in proportion with the additional revenues generated from the Equipment and the Leased Premises.
- 2.5. The Lessee acknowledges and agrees that the present Lease does not grant to the Lessee an exclusive right to the installation and the operation of the Equipment in the Building or the use the Lessee intends to make of the Equipment or the Leased Premises, it being understood that the Leased Premises or parts thereof are used in common with other users and tenants of the Building.
- 2.6. The Lessee undertakes to take all the necessary measures in order to ensure that the Equipment and the use in the Leased Premises do not cause any interference or jamming with the communications systems or other telecommunication equipment, electronic or the waves received or transmitted legally, of any kind whatsoever, located in the Building. It is expressly understood that if the Equipment interferes with other telecommunication installations in or between the Building or with any lessee's, user's or other occupant's use or operation of communication or cause any health problems or any other problems to the Lessor, the Lessee undertakes, within 10 days following the Lessee's receipt of the Lessor's notice to that effect, to immediately take all the necessary measures to rectify such situation (more particularly, to remove the Equipment or to change their site, as the case may be), failing which the Lessor may proceed to remove, relocate or take any other measure necessary, at the expense of the Lessee (to which an Administration Fee is added), those fees being payable upon the Lessor's demand.
- 2.7. The Lessee undertakes not to disturb the peaceful enjoyment of the other lessees or users of the Building, failing which, the Lessee will be liable towards the Lessor and the other tenants or users, for any damage that may result, from the Lessee's own acts or omissions or by the acts of persons which the Lessee has allowed to use or have access within 15 days following the Lessor's notice to that effect or any other delay deemed reasonable by the Lessor, considering the nature of the infringement or the enjoyment.
- 2.8. Within 10 days following the Lessor's request to that effect, the Lessee undertakes to remove all parts of the Equipment fallen into disuse or which are no longer in service and undertakes to repair or refinish all damages caused by that removal, in accordance with Article 10 (CONDITION AND MAINTENANCE OF THE LEASED PREMISES) of these presents.
- 2.9. The Lessee undertakes not to install any sign or advertising material of any kind in the Leased Premises or any part of them and not to obstruct the windows or other opening or access to the Building.
- 2.10. The Lessee undertakes not to install in the Leased Premises or in the Building, equipment or machinery (whether part of the Equipment or not), which produces noise or vibrations that may be heard or felt in the Leased Premises or in the Building or which can cause damages to the structure of the Building.
- 2.11. The Lessee acknowledges that the present Lease prohibits the installation and the operation of all forms and types of equipment other than the Equipment, except with the prior written consent of the Lessor. It is understood that the installation and the operation of equipment other than the Equipment shall give rise to an increase in the Gross Rent to be determined by the parties and the modification of other relevant conditions of the Lease.
- 2.12. If additional equipment (pipes, conduits or other) is to be installed under or above the Land or outside of the perimeters of the Land up to the Leased Premises, this equipment and their installations shall be made at the Lessee's cost.
- 2.13. The Lessee shall not commit any act which interferes with the ventilation and air conditioning systems of the Building or which imposes an additional demand on the ventilation and air conditioning systems of the Building.
- 2.14. Upon installation of the Equipment in the common areas or in premises leased by third parties, it is understood and agreed that the Lessee must be accompanied. The Lessee must therefore give to the Lessor a minimum prior written notice of 48 hours during work days in order to coordinate such access, the Lessor undertaking to make all reasonable efforts to accommodate the Tenant.

### **3. TERM**

- 3.1. The Lessee leases the Leased Premises for a period commencing on June 1<sup>st</sup>, 2017 (the **Commencement Date**) and ending on May 31<sup>st</sup>, 2022 (the **Term**). The Term can not be renewed tacitly.
- 3.2. If the Lessor wishes to develop or to modify the Building in whole or in part, in a manner such that the Leased Premises or some of the Equipment need to be moved or removed in a temporary or permanent way, the parties may agree on the relocation of the Leased Premises in accordance with Article 10 (RELOCATION), failing which the Lessor may terminate the Lease upon a 60 day written notice, without penalty, charge or recourse whatsoever of the Lessee towards the Lessor.

### **4. GROSS RENT**

- 4.1. Throughout the Term, the Lessee covenants to pay to the Lessor, without any notice, deduction, reduction, compensation or abatement whatsoever, in advance, on the first day of each month, by equal, monthly and consecutive instalments, the whole in accordance with the Lease, the following amount (the **Gross Rent**)
- 4.1.1. For the use of the **Leased Premises**, monthly instalments of \$ 285, for a total of \$ 3 420 per year.
- 4.2. It is understood that the Gross Rent may be re-evaluated during the Term if the installation or the use of the Leased Premises or the Equipment caused additional costs to the Lessor, such as with regards to the Real Estate Taxes, the electricity consumed or the insurance premiums payable by the Lessor. The adjustment of the Gross Rent will take effect within 30 days following the Lessor's notice to that effect.
- 4.3. The Lessor will proceed with an adjustment of the gross rent. This adjustment will be of 3% per year, and will commence on the anniversary date of the Lease starting June 1<sup>st</sup>, 2018.

### **5. CONNECTION TO THE PUBLIC ELECTRICITY AND TELEPHONE NETWORK**

- 5.1. The Lessor shall not supply any ground telephone line. Any such service shall be at the Lessee's cost.
- 5.2. The Lessor grants to the Lessee during the whole Term, the right to connect the Equipment to the public electricity network under the rules and recommendation of the authorised providers of electricity. The Lessee undertakes to pay the costs related to its connection to the public electricity network.
- 5.3. The costs generated by the electricity consumption of the Equipment shall be at the Lessee's cost. The Lessee undertakes to pay directly to the provider all electricity costs related to the operation of the Equipment and will ensure, at its cost, that a distinct electric meter is installed to that effect.
- 5.4. In the event that it is impossible to install a distinct electricity meter, the Lessee undertakes to install a monitor. A consumption analysis will then be made by an external engineering firm. The Gross Rent will be adjusted as the Lessor shall determine.

### **6. TAXES**

- 6.1. The Lessee shall pay to the relevant authority, when due, all taxes, business taxes, water taxes and other taxes (the **Taxes**) imposed on the Leased Premises or the Lessee's activities. Should the method of collecting Taxes be altered so as to make the Lessor liable for payment thereof, the Lessee shall reimburse the Lessor upon demand, in addition to the Gross Rent stipulated above.

### **7. FEES PAYABLE BY THE LESSEE**

- 7.1. In addition to the Gross Rent and all other amounts payable by the Lessee in virtue of the present Lease, the Lessee undertakes to reimburse to the Lessor, at the remittance of the present Lease duly signed by the Lessee, the following fees (to which the applicable taxes are to be added) (the **Fees**) :
- 7.1.1. the administration fee for reviewing infrastructure access requests is currently \$ 750.00;
- 7.1.2. the fees relative to the preparation of the Lease for an amount of \$ 500.00;

- 7.1.3. the fees relative to the preparation of any amendment of the Lease, any ensuing documents or the fees incurred for the analysis by the experts retained by the Lessor to satisfy a request of the Lessee, to which an Administration Fee is added.
- 7.1.4. the fees of a security guard (minimum of 4 hours per visit) required for each installation of Equipment in the Leased Premises or in the Building at the rate in effect from time to time in the Building \$ 30.67 per hour), including Administration Fees.
- 7.1.5. any other reasonable expenses incurred by the Lessor in order to allow the installation of the Equipment and the use of the Rented Places by the Tenant.

The Parties agree and acknowledge that in exception of the fees set forth in Article 7.1.5 above, the Fees are recurring charges that apply throughout the Term, and any renewal thereof, which Fees are subject to reasonable adjustments from time to time based on market rates for such services.

## **8. CONDITION AND MAINTENANCE OF THE LEASED PREMISES**

- 8.1. The Lessee acknowledges that no promises, declarations nor any undertakings from the Lessor exist regarding the condition, any modifications, upgrades or installation of equipment in the Leased Premises and that it takes possession of the Leased Premises on an "as is" basis. Furthermore, the Lessor makes no representation or warranty that the Building, the Equipment or the Leased Premises are adequate or suitable for the Lessee's use, even though the Lessee provides plans (**Schedule A**) to the Lessor for its review and approval, it being assumed that the Lessee has satisfied itself in respect thereof.
- 8.2. The Lessee undertakes to, at its cost, maintain the Equipment and the Leased Premises in a proper state of repair. The Lessee shall be responsible for all costs related to the installation, maintenance, repair, operation, removal or replacement of the Equipment and for any damages caused by the installation, maintenance, repair, operation, removal or replacement of the Equipment. The Lessee undertakes to repair, at its cost, the damages caused by the Equipment or its use of the Leased Premises as soon as they originate or at the Lessor's request. During the Term, the Lessee undertakes to annually inspect the Equipment in order to identify the functionality of the Equipment and remove, at its cost, all Equipment which is abandoned, unused or non-functional.
- 8.3. The Lessor may enter the Leased Premises to make all necessary work, replacements, repairs and maintenance, which deems necessary. Except in case of emergency, the Lessor, undertakes to give the Lessee a reasonable notice before doing those work, replacements, repairs and maintenance of the Leased Premises. Notwithstanding any provision or law to the contrary, it is the Lessee's responsibility to make, without delay and at its cost, all the work, replacements, repairs and maintenance of any nature whatsoever to maintain the Equipment and the Leased Premises in a proper state of repair. More particularly but without limiting the generality of the foregoing, the Lessee undertakes, at its cost, to maintain the Equipment and the Leased Premises in a manner to ensure, that they are in good condition, they do not cause any danger and to reflect the character, quality and image of the Building.

## **9. DAMAGE AND DESTRUCTION OF THE BUILDING**

- 9.1. Should the Leased Premises be damaged by a loss covered by the Lessor's insurance, the Lessor shall, within 30 days following the date of occurrence of the damage give a notice to the Lessee (the **Loss Notice**), that the Leased Premises are :
  - 9.1.1. wholly uninhabitable or dangerous and cannot be reasonably repaired within 90 days following the loss, either party may terminate the Lease with a retroactive effect to the date of the loss, by giving the other party a notice to that effect within 30 days following the Loss Notice, failing which the Lease shall remain in full force and effect;
  - 9.1.2. wholly uninhabitable or dangerous but may be repaired within 90 days following the loss, the Lessor may terminate the Lease with a retroactive effect to the date of the loss, by giving the Lessee a notice to that effect within 30 days following the Loss Notice. If the Lessor chooses not to terminate the Lease, the Lessee continues to pay the Gross Rent abated from the date of the loss until such time as the Leased Premises are repaired and are ready to be occupied by the Lessee.
- 9.2. It is understood that the Lessor shall be under no obligation to repair or rebuild the Building, the Leased Premises or contents thereof.

## **10. RELOCATION**

- 10.1.** The Lessor will notify the Lessee of its intent to replace the Leased Premises with any other premises located in the Building, said notice shall indicate the location of the new premises. The Lessee will then have 15 days to advise the Lessor of it consents or not to the relocation. If the Lessee consents to the relocation, the said relocation shall be effective within 30 days following the Lessee's consent. If the Lessee does not consent to the relocation within the prescribed time limit, the Lessee is deemed to have terminated the Lease, this termination shall take effect within 30 days following the Lessor's notice. The Lessee is responsible for all the fees and costs incurred for the relocation of the Leased Premises.
- 10.2.** Following the relocation, the new premises assigned to the Lessee shall then be designated as the «Leased Premises». The Equipment used by the Lessee shall then be designated as the «Equipment». The Gross Rent shall be adjusted according to the leasable area of the new premises and the Equipment used therein. All the terms and conditions of the Lease shall apply to the new premises.

## **11. LAWS AND REGULATIONS**

The Lessee undertakes to comply and ensure that its employees and representatives comply with all laws and regulations applicable and to conduct its business in compliance with the Lessor's regulations. The Lessee undertakes to obtain from the concerned authority, all the permits required for the use of the Leased Premises, the installation and operation of the Equipment, to the complete exoneration of the Lessor.

## **12. ASSIGNMENT OF LEASE, SUBLEASE OF THE LEASED PREMISES AND CORPORATE REORGANISATION**

- 12.1.** The Lessee shall not assign the Lease or sublease the Leased Premises in whole or in part, nor suffer the Leased Premises to be used by another person in whole or in part without the Lessor's prior written consent. When requesting the Lessor's consent, the Lessee shall remit to the Lessor all information which will allow the Lessor to confirm the financial covenant of the proposed assignee or sublessee, as well as a certified cheque to the attention of the Lessor in the amount of \$1,000.00, plus taxes, to compensate the Lessor for the costs incurred for the review of the Lessee's request and preparation of legal documentation.
- 12.2.** The Lessor may advise the Lessee that it chooses, in lieu of its consent or refusal, to terminate the Lease as of the fifteenth day following the date on which the Lessor advises the Lessee of its decision, the Lessee hereby agreeing to such termination without penalty, charge or recourse whatsoever of the Lessee against the Lessor.
- 12.3.** Any assignee or sublessee must respect the obligations of the Lease, failing which the Lessee shall be deemed in default. Notwithstanding any sublease or assignment, the Lessee's liability shall remain jointly with the assignee or the sublessee, for all of the obligations of the Lessee pursuant to this Lease, the sublease or the assignment of lease, the Lessee hereby relinquishing its right to the benefit of division and discussion. Neither the assignee nor the sublessee has any right to make claims against the Lessor. The occupancy of all or part of the Leased Premises by the assignee or the sublessee, the Lessor's tolerance for such occupancy, or the Lessor's acceptance of any payment from the assignee or the sublessee shall in no event create any obligation of the Lessor towards the assignee or the sublessee.
- 12.4.** Should the Lessee wish to undergo a name change, an amalgamation, or be susceptible to a change of control or to any other form of corporate reorganisation, the Lessee undertakes to give prior notice to the Lessor and to supply all necessary information allowing the Lessor to evaluate the consequences of the proposed change on its rights. Such change in the corporation shall be deemed an assignment and is subject to the provisions hereof.
- 12.5.** The Lessee undertakes to pay to the Lessor any profit received or which it may be entitled to receive from the assignee or the sublessee in addition to the obligations of the Lessee herein, including more particularly, any rent in addition to the Gross Rent.

## **13. ASSIGNMENT BY LESSOR**

The Lessor may, at all time, transfer or assign its rights and obligations under the Lease to a third party (the **Assignee**), without the Lessee's consent. In that case, the Lessor shall be released from all liability with respect to any obligations towards the Lessee, provided that such obligations are assumed by the Assignee. The Lessee's rights are subordinate to those of any creditor whose rights create a lien on the Building or to those of any Assignee of Lessor's rights under the Lease. The Lessee

undertakes to sign any document or do all things that the Lessor may reasonably request to subordinate the Lease to any rights that create a lien on the Building.

#### **14. CONDITION OF THE LEASED PREMISES AT THE END OF THE TERM**

- 14.1.** At the end of the Term or its earlier termination, the Lessee shall deliver vacant possession of the Leased Premises and will remove from the Leased Premises and the Building, at its cost, the Equipment and any leasehold improvements related thereto. The Lessee further undertakes to ensure that the Leased Premises and any part of the Building affected by the removal are left clean, in a proper state of repair and are back to their original condition. If the Lessee fails to respect its obligations prior to the expiration of the Term or within 10 days following the termination of the Lease, the Lessor may remove all the leasehold improvements and the Equipment and repair the Leased Premises as stipulated above, and the Lessee shall pay upon demand all costs and expenses incurred by the Lessor (including an Administration Fee), such fees being payable upon demand.

#### **15. WORK PERFORMED BY THE LESSEE**

- 15.1.** The Lessee recognizes that all leasehold improvements and work carried out in the Leased Premises before the Commencement Date or thereafter, shall be first approved by the Lessor, and shall meet the following conditions which the Lessee hereby undertakes to respect :
- 15.1.1.** submit to the Lessor, prior to the commencement of work, the plans and specifications, duly signed by the Lessee, of all work and improvements, the whole of which shall bear the architect's or the engineer's seal, as the case may be;
  - 15.1.2.** obtain a building permit and the necessary certificates of compliance;
  - 15.1.3.** take all appropriate measures so that no legal hypothec is published against the Building, failing which the Lessee shall be responsible for any costs or damages incurred by the Lessor;
  - 15.1.4.** ensure that all work is performed in compliance with the Lessor's instructions, the Building's rules and regulations, in compliance with the National Building Code, the National Fire Prevention Code, as well as regulations, rules, ordinances, permits and authorisations, emanating from governmental authorities, be they municipal, provincial or federal, and applicable to the Lessee's work;
  - 15.1.5.** reimburse the Lessor, as additional rent (including an Administration Fee), the cost of a security guard to supervise the work performed in a location other than the Leased Premises or should the Lessee use the freight elevator in the execution of work;
  - 15.1.6.** ensure that all work is performed after the hours of operation, unless otherwise agreed to in writing by the Lessor;
  - 15.1.7.** ensure that all work affecting the electrical and mechanical systems and the structure of the Building are performed by engineers and contractors approved by the Lessor;
  - 15.1.8.** subscribe to and supply a copy to the Lessor of a civil liability insurance (which shall include the Lessor as a co-insured) for a minimum amount of \$5,000,000.00, covering the construction activities in the Building for a period ending when a certificate confirming the termination of work is emitted; and a general liability insurance covering at least the full value of the construction project and full value of the supplies to be provided by the contractor and which are to be incorporated into the improvements;
  - 15.1.9.** retain the services of contractors and subcontractors which hold valid construction licenses and are in conformity with the "Commission sur la Santé et la Sécurité au Travail" and the "Commission de la Construction du Québec" (the contractors and subcontractors undertaking to remit to the Lessor a copy of the licenses and documents of compliance before commencing any work);
  - 15.1.10.** supply, upon the Lessor's demand, a bond or letter of credit for the full value of the labour and supplies used in the performance of 100% of the leasehold improvements;
  - 15.1.11.** within 4 weeks following the completion of the improvements, supply to the Lessor the plans, as constructed by the professionals (on disk, CD and a paper copy), shop drawings, balance reports, plans approved by the municipality, and operating manuals.

- 15.2.** In order to reimburse the Lessor for administrative costs, the supervision of the work and approval of plans, the Lessee undertakes to pay Supervision Fees to the Lessor, upon demand and at the latest before the end of the work. The Lessee undertakes to remit to the Lessor, upon demand, the proposals, invoices, as well as any other relevant document (such as the proposal of the contractor retained and the ensuing contract) allowing the Lessor to evaluate the total and final costs of the work performed by the Lessee or for its benefit, failing which the Lessee shall be deemed in default and the Lessor may, without limiting its other recourses under the Lease or the law (i) retain the payment of any allowance or credit afforded to the Lessee under the Lease; or (ii) estimate the cost of the leasehold improvements made in the Leased Premises and claim Supervision Fees based on this estimate. The Lessee hereby recognizes and agrees that it shall be bound by this estimate and undertakes to pay the Supervision Fees upon demand.

## **16. INSURANCES**

- 16.1.** Throughout the Term, the Lessee shall, at its own expense, subscribe to and keep in force the following insurance coverage:
- 16.1.1.** public liability of businesses insurance, covering all acts the Lessee could be held responsible for and covering the Leased Premises for a minimum amount of \$5,000,000.00 for each occurrence or for any greater amount which the Lessor may reasonably request, which insurance must contain the guarantees required by the Lessor;
  - 16.1.2.** a broad form insurance coverage for all of the property located in the Leased Premises (such as the leasehold improvements), for an amount equal to their replacement cost, without deduction for depreciation, which insurance shall have an endorsement for "replacement value" and any other endorsements required by the Lessor;
  - 16.1.3.** business interruption insurance "broad form" providing standard coverage for a minimum period of 12 months, the amount of which shall be sufficient to compensate the Lessee for all loss of earnings and for additional expenses attributable namely to the perils to be insured against pursuant to sub-paragraphs above-mentioned, which insurance shall also include endorsements required by the Lessor;
  - 16.1.4.** all other insurance which the Lessor may reasonably require.
- 16.2.** All Insurances be subscribed from insurers acceptable to the Lessor and provide that the policy will not expire or be modified unless the insurer gives the Lessor a 30 day written notice to that effect.
- 16.3.** The Lessee shall:
- 16.3.1.** not do anything which increases the risk of fire and the insurance premium rates for the Building;
  - 16.3.2.** comply with the requirements of the Lessor's insurers or of any associations of insurers having jurisdiction in such matters; and
  - 16.3.3.** not keep Contaminants and Hazardous Materials in the Leased Premises unless such materials are required for its business and, in such a case, in such quantities as are permitted by the Lessor's insurance policies, failing which the Lessee shall pay to the Lessor any resulting increase of the insurance premiums.
- 16.4.** The Lessee remits to the Lessor certificates of insurance confirming that the Lessee subscribes to the policies required herein, at least 10 days prior to taking possession of the Leased Premises and thereafter, within 10 days of the renewal thereof.
- 16.5.** If the Lessee fails to maintain the insurance for which it is bound, or to remit the certificates of insurance, the Lessor may do so in the name of the Lessee, at the Lessee's cost (including an Administration Fee), which shall be payable upon demand.

## **17. RESPONSABILITY AND INDEMNISATION**

- 17.1.** The Lessee undertakes, at all times, to save and hold harmless the Lessor, its representatives, agents or employees from any claims, losses, costs, fees, expenses, damages for bodily injury, moral damages, property damages, actions, suits or any other procedure whatsoever from anyone caused by the execution of these presents or any action or anything made or maintained in the application of the Lease or the exercise, in any way, of rights under the Lease unless such damages are negligence attributable to the negligence of the Lessor or its employees, its representatives or its agents acting or not in the exercise of their functions or their employment.



- 17.2.** The Lessee undertakes to indemnify the Lessor against any penalty, damage or costs attributable to Lessee's failure to comply with the laws or regulations related to the conduct or the operation of the Leased Premises, the Equipment and the parts related therein.
- 17.3.** The Lessee undertakes to save and hold harmless the Lessor against any and all actions, suits, proceedings, claims, damages, costs and expenses of every kind and by anyone arising out of or attributable to the conduct or the operation of the Leased Premises, the Equipment, cables, fiber and all other equipment and parts related and to discharge any privilege or legal hypothec published against the Building following the work done for or at the Lessee's request.
- 17.4.** The Lessor shall not be liable for damages occurring inside the Leased Premises or in the Building, from any cause whatsoever, unless directly caused by the Lessor's fault. The Lessee undertakes to hold the Lessor harmless and to indemnify the Lessor for all claims made against it following the occurrence of damages. Even if the damages are attributable to the Lessor's fault, its liability shall not extend to the Equipment or the loss of earnings of the Lessee.

## **18. UNDERTAKINGS REGARDING THE ENVIRONMENT**

- 18.1.** During the Term, the Lessee undertakes to respect the Environmental Legislations, to immediately comply with same, and to immediately advise the Lessor of any discharge or the presence inside or outside the Leased Premises of Contaminants and Hazardous Materials.

## **19. DEFAULTS OF THE LESSEE**

- 19.1.** In the event the Lessee fails to comply with the terms and conditions of the Lease within 5 days following the Lessor's notice to that effect, becomes insolvent, becomes bankrupt, makes an assignment to its creditors, seeks protection under any law protecting bankrupt or insolvent debtors, is the object of any procedure related to bankruptcy, insolvency, liquidation or dissolution or loses control of the property located in the Leased Premises, the Lessor may, alternatively or cumulatively to any other recourses available to the Lessor under the Lease or the law:
  - 19.1.1.** remedy the default, at the Lessee's expense, to which an Administration Fee shall be added, the Lessee hereby agreeing to reimburse these amounts to the Lessor, upon demand;
  - 19.1.2.** terminate the Lease by remitting a prior written notice to the Lessee, the termination being effective on the fifth day following the Lessor's notice, and the Lessee hereby agreeing to vacate the Leased Premises at the expiration of the 5 day notice. Should the Lessor terminate the Lease as provided herein, it may take possession of the Leased Premises without further notice to the Lessee or further legal proceedings, or remove any or all of the Lessee's movables from the Leased Premises, and lease the Leased Premises immediately following the expiration of the 5 day time limit;
  - 19.1.3.** claim from the Lessee, as liquidated damages, the full amount of Gross Rent due and the full amount of Gross Rent payable during the Term or; if the Lease is terminated, for the portion of the Term remaining regardless of the termination which shall immediately and automatically become due and payable by anticipation, without limiting the other recourses conferred to the Lessor by this Lease or the law;
  - 19.1.4.** claim from the Lessee, as liquidated damages, the unamortized portion of any allowance for leasehold improvements or any other inducement paid by the Lessor in accordance with the Lease, calculated from the date of the payment made by the Lessor or the date on which same becomes payable, whichever is the last to occur, on the basis of a linear amortisation rate which brings the amount to zero at the end of the Term;
  - 19.1.5.** claim from the Lessee all damages suffered as well as all expenses (legal or otherwise) incurred by the Lessor pursuant to the default of the Lessee, plus interest at the Prime Rate.

## **20. NOTICES**

- 20.1.** Any notice to be given under the Lease shall be sent by registered mail, by telecopier transmission or delivered in person at the following addresses. Notices sent by registered mail or delivered in person shall have been deemed received on the day of their reception and those by telecopier the business day following their transmission.

Any notice to be given by the parties shall be sufficiently given to the other one at:

| Lessee   | Lessor   |
|--|--|
| <p>TELUS COMMUNICATIONS <del>COMPANY</del> <i>Inc.</i><br/>25 York Street, 22<sup>nd</sup> Floor<br/>Toronto Ontario M5J 2V5</p> <p>Attention: Mr. Robert Beatty</p> <p><i>cc Richard Johnson<br/>Manager, Building Access</i></p> | <p>IVANHOÉ CAMBIRDGE INC.<br/>Édifice Jacques-Parizeau<br/>1001, Square Victoria<br/>Suite C-500<br/>Montreal, Quebec H2Z 2B5<br/>Telecopier: (514) 841-7675</p> <p>Attention: Legal Affairs</p> |

## 21. PUBLICATION

- 21.1. The Lessee has the right to publish the rights conferred to it by the Lease by notice only, and without mention of any of its financial terms. The Lessee undertakes to submit any publication notice to the Lessor for its prior approval. At the end of the Term, the Lessee undertakes to discharge the Lease's publication, at its cost, failing which the Lessor may do so, at the Lessee's cost (plus an Administration Fee), the Lessor hereby being deemed the Lessee's mandatary for such purpose, without any other formality, the whole at Lessee's cost which the Lessee hereby agrees to reimburse to the Lessor upon demand.

## 22. CONFIDENTIALITY

- 22.1. Subject to the provisions of Article 23 herein, the Lessee agrees that this present Lease is and will remain at all times confidential. Accordingly, the Lessee undertakes to treat, the Lease and its amendments and any other documents related to, with the utmost discretion and confidentiality and without limitation, the Lessee shall not reproduce the Lease, its amendments or any other documents related thereto, in whole or in part. The Lessee undertakes to ensure that its employees and representatives respect this provision at all times. Furthermore, the Lessee undertakes not to disclose, in any way, the terms, conditions and any other information of this Lease.

## 23. DEFINITIONS

- 23.1. « **Administration Fee** »: means an annual administration fee which is currently of 15%, calculated on the total of the costs on which they apply, subject to any increase determined by the Lessor from time to time.
- 23.2. « **Cadastral Designation** »: lot number 1 339 883 of the Cadastre of Quebec, Registration Division of Montreal.
- 23.3. « **Conduits** » means the pipes, drains, main conductor, conduits, wires, cables, optical fibre, data or impulse transmissions, communication or reception systems, ducts, pipes or any other conductor medium, including, without limitation, fixtures, dormer, caps, covers or other ancillary apparatus, which are in, on or over the Building and necessary to the operation of the Leased Premises and the Equipment.
- 23.4. « **Contaminants and Hazardous Materials** »: have the meaning attributed thereto in the Environmental Legislation and include any material which, because of its properties, presents a real or potential hazard to the environment or the health of users of the Building or of the Leased Premises
- 23.5. « **Environmental Legislation** » including, more particularly, all federal, provincial or municipal legislative and regulatory environmental provisions, including, in all cases, any judgements, orders, notices of offence or other notices, decrees, codes, rules, instructions, policies, guidelines and guides, authorisations, certificates of authorisation, approvals, permits and licenses issued by any authority having jurisdiction, the whole as amended from time to time.
- 23.6. « **Gross Rent** » means the base rent, the Operating Expenses, the Real Estate Taxes.
- 23.7. « **Operating Expenses** » all costs attributable to the operation, administration, maintenance, repair, supervision and management of the Building, plus an Administration Fee.
- 23.8. « **Prime Rate** » the rate designated from time to time by the National Bank of Canada as being its prime rate, plus 5%.
- 23.9. « **Real Estate Taxes** »: a tax or surtax imposed by a local authority or school commission on a building or with regards to same, provided it is imposed independently from the use of

the Building, and including the interest of deferred payments, but excluding the taxes on the Lessor's revenues or on its capital (except for the part of tax on capital attributable to the Building, which is included) and any taxes on real estate transfers and an Administration Fee is added to the Real Estate Taxes.

- 23.10.** « **Rent** » the Gross Rent, the fees and all other amounts payable by the Lessee under the Lease.
- 23.11.** « **Supervision Fees** » means an amount representing 15% of the cost of all leasehold improvements made during the initial build out of the Leased Premises or thereafter (excluding the base building work of the Lessor, if any, and the value of the Equipment).

## **24. GENERAL PROVISIONS**

- 24.1.** The signatories to the Lease represent that they are duly authorised to bind the parties they represent.
- 24.2.** The Lease is governed by the laws applicable in the Province of Quebec and any litigation is filed before a court of law in the judicial district of Montreal.
- 24.3.** The parties declare and recognize that the Lease was freely negotiated, discussed and accepted.
- 24.4.** All amounts stipulated or estimated herein are net of GST and QST, the parties undertaking to pay such taxes in addition to the amounts for which they are responsible.
- 24.5.** The Lessee is not, in any case, exonerated nor can take advantage of any supplementary delay to satisfy its obligations under the Lease by evoking any situation whatsoever of "force majeure".
- 24.6.** Any sums unpaid by the Lessee shall bear interest at the Prime Rate.
- 24.7.** Schedules A and B form an integral part of the Lease.
- 24.8.** The parties specifically declare that they have requested the present agreement be drawn up in the English language. "Les parties déclarent qu'elles ont expressément demandé que cette entente soit rédigée en anglais".

## **25. ACCEPTANCE**

- 25.1.** The Lessee must accept the Lease by signing 2 originals and returning them to the Lessor before 3:00 p.m. (Montreal time) on **October 30, 2017**, failing which this Lease shall become null and void, without penalty, charge or recourses whatsoever of the Lessee against the Lessor. The Lease is deemed accepted by the parties hereto when the Lessor remits a duly signed original to the Lessee, failing which this Lease shall be deemed null and void and of no further effect whatsoever, without penalty, charge or recourse whatsoever of the Lessee against the Lessor.

In witness whereof the Lessee has signed these presents in Toronto, on this  
31<sup>st</sup> day of October 2017.

**TELUS COMMUNICATIONS COMPANY Inc.** *AJ*  
(Lessee)

Per: *Richard Johnson*

Name in print Richard Johnson

Title Manager, Bishop Areas

Per: \_\_\_\_\_

Name in print \_\_\_\_\_

Title \_\_\_\_\_

In witness whereof the Lessor has signed these presents in \_\_\_\_\_, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SOCIÉTÉ IMMOBILIÈRE CAMONT INC.**  
duly represented by its manager **IVANHOÉ  
CAMBRIDGE INC.**  
(Lessor)

Per: *MA*

Annik Desmarteau  
Senior Director – Offices, Québec

Per: *Peter Picciola*

Peter Picciola  
Vice President, Office Leasing -  
Québec

## **SCHEDULE B**

### **IDENTIFICATION STANDARDS**

The Tenant shall respect the following standards when installing telecommunication conduits, equipment or cables in the Leased Premises or any part of the Building.

#### **ARTICLE 1-VISIBLE CONDUITS**

- 1.1 At a minimum, a label must be affixed at each floor level of the conduit and at a maximum distance of 2.5 metres between 2 labels. Each label shall bear one of the following identifications:
  - 1.1.1 if the conduit belongs exclusively to a telecommunication services provider : **Property of** (name of the provider); or
  - 1.1.2 **Equipment of** (name of the provider); or
  - 1.1.3 the name of the provider.

#### **ARTICLE 2- EQUIPMENT**

- 2.1 At a minimum, a label must be affixed to each piece of equipment (which are generally located in the telecommunications rooms or the risers). The label will bear one of the following identifications:
  - 2.1.1 if the conduit belongs exclusively to a telecommunication services provider : **Property of** (name of the provider); or
  - 2.1.2 **Equipment of** (name of the provider); or
  - 2.1.3 the name of the provider.

#### **ARTICLE 3- CABLES**

- 3.1 When cables are located in the main and secondary telecommunication rooms, in the risers of a floor of the Building, or in any place where cables are visible, a label will be affixed to cables at every 4 metres :
  - 3.1.1 at a maximum height of 50 cm from the ground at each extremity of the cable;
  - 3.1.2 at a maximum distance of 50 cm from the extremity of the cable at the ceiling or the wall.
  - 3.1.3 if the cable is longer than 4 metres, a label must be affixed at each 4 metres.