



BY E-MAIL

February 27, 2025

TELUS COMMUNICATIONS INC.

25 York Street, Floor 22
Toronto, Ontario, M5J 2V5
Robert.Beatty@telus.com

Attention of: Robert Beatty, AVP, Building Access

RE: **Addendum 4** – License agreement executed in the year 2002 (the **Original License Agreement**), as amended by a letter dated December 19, 2007 (the **Addendum 1**), by a letter dated February 17, 2009 (the **Addendum 2**), a notice of corporate reorganization dated February 3, 2014 (the **Notice**), a letter dated June 1, 2017 (the **Confirmation of Renewal**) and by an agreement dated May 23, 2022 (the **Addendum 3**) between Telus Communications Inc. (the **Licensee**) and Complex Place Crémazie L.P., herein acting and represented by its general partner 9197-3586 Québec Inc., itself represented by its manager Petra Ltd (the **Licensor**) for a space having an area of no more than 1,006 square feet located in the equipment room (the **Equipment Room**) located on the ground floor of the building and for conduit facilities installed in the building for the connection of the Licensee's Telecommunications Equipment (the **Conduit Facilities**); the whole located in the building bearing civic address 50 Crémazie Boulevard West, in the city of Montréal, province of Québec (the **Building**). The Original License Agreement, the Addendum 1, the Addendum 2, the Notice, the Confirmation of Renewal and the Addendum 3 are collectively referred to as the **License Agreement**.

Mr. Beatty,

Following discussions between the Licensor and the Licensee, notwithstanding any provision to the contrary contained in the License Agreement, the parties wish to amend the License Agreement in order to, namely, renew the Extended License Term of the License Agreement as per the following terms and conditions:

1. **Renewal Term:** The Extended License Term of the License Agreement is renewed for a period of 5 years commencing on December 1, 2025 (the **Renewal Commencement Date**) and terminating on November 30, 2030 (the **Renewal Term**).
2. **License Fee:** During the Renewal Term, the Licensee covenants to pay to the Licensor, on the first day of each year of the Renewal Term, being the 1 day of December of each year, the following License Fee, as per the provisions of the License Agreement :

License Fee payable throughout the Renewal Term	
Periods	Annual License Fee
From December 1, 2025 to November 30, 2026	\$4,243.50
From December 1, 2026 to November 30, 2027	\$4,392.02
From December 1, 2027 to November 30, 2028	\$4,545.74
From December 1, 2028 to November 30, 2029	\$4,704.84
From December 1, 2029 to November 30, 2030	\$4,869.51

For clarity purposes and as per Article 2.2 (Electricity Consumption) of the Addendum 3, cost of the electricity consumed by the Licensee is included in the License Fee. It is understood that the License Fee may be re-evaluated during the Renewal Term and any renewal thereof if the installation or the use of the Conduit Facilities and/or Equipment Room and/or the Telecommunication Equipment causes additional costs to the Licensor. The adjustment of the License Fee would take effect within 30 days following the Licensor's notice to that effect.

3. **Additional Fees:** In addition to the License Fee, during the Renewal Term, the Licensee shall continue to pay all other amounts payable under the License Agreement including, without limitation, all other expenses related to the operation and maintenance of the Conduit Facilities and Equipment Room such as the business taxes, realty taxes, Goods and Services taxes or other applicable sales taxes and other taxes, the whole in accordance with the provisions of the License Agreement.
4. **Condition of the Conduit Facilities and Equipment Room :** The Licensee acknowledges that the Licensor has made no promises, declarations nor any undertakings regarding the condition of the Conduit Facilities and Equipment Room, any modifications, upgrades, decorations, installation of any kind of equipment with regards to same, and that as of the Renewal Commencement Date, the Licensee continues to use the Conduit Facilities and Equipment Room on an "as is" basis.
5. **Insurance:** Subject to Licensee's right to be self-insured provided in Article 5.8 of the Addendum 3, the Licensee shall comply with all mandatory requirements set out in Articles 17 (Insurance) of the Original License Agreement and 5 (Insurance) of the Addendum 3, save and except that the Licensee shall subscribe to and keep in force a 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 Licensee for all loss of earnings and for additional expenses attributable namely to the perils to be insured against pursuant to the License Agreement, which insurance shall also include endorsements required by the Licensor from time to time.

Additionally, all insurance contemplated in the License Agreement, as amended by this Addendum 4 and above shall include:

- (i) a severability of interests and cross-liability clauses protecting Licensor (and any mortgagee in respect of claims by Licensee as if they were separately insured; and
- (ii) a "standard mortgage clause (approved by the Insurance Bureau of Canada)" endorsement to the insurance policies for which it might be required.

Accordingly, Licensee undertakes to remit to the Licensor a copy of its certificate of insurance at least 15 days prior to the Renewal Commencement Date.

6. **Force Majeure:** Notwithstanding any provision to the contrary, in addition to the provisions set out in Article 30 (Force Majeure) of the Original License Agreement, the Licensee recognizes that a case of force majeure does not permit the Licensee to request the early termination of the License Agreement and this Addendum 4; or (iii) any indemnity or compensation whatsoever against any amount payable by the Licensee under the License Agreement and this Addendum 4.
7. **Renewal Options:** Provided that: (i) this Addendum 4 is signed by the parties; (ii) the Licensee is not in default under the terms and conditions of the License Agreement and this Addendum 4; and (iii) the Licensee has not transferred the License Agreement or subleased the Equipment Room, in whole or in part, the Licensee benefits from 2 options to renew the Renewal Term of 5 years each the first option commencing on December 1, 2030 and terminating on November 30, 2035 and the second option commencing on December 1, 2035 and terminating on November 30, 2040 (each such option being referred to a **Renewal Option**), upon the same terms and conditions set out in the License Agreement, as amended by this Addendum 4, with the exception that:

- (a) there shall be no further option to renew the Renewal Term;
- (b) the Equipment Room shall be accepted by the Licensee in the same state as that in which they are at the end of the then current Renewal Term;
- (c) there shall be no work executed in the Equipment Room by the Licensor;
- (d) there shall be no free rent periods, no allowance nor any monetary inducements allocated to the Licensee;
- (e) the Licensor may, at its sole discretion, modify the insurance coverages mentioned in the License Agreement, as amended by the present Addendum 4, to reflect the Licensor's then applicable standards; and
- (f) the License Fee shall be established as follows:

License Fee payable throughout the first Renewal Option	
Periods	Annual License Fee
From December 1, 2030 to November 30, 2031	\$5,039.95
From December 1, 2031 to November 30, 2032	\$5,216.34
From December 1, 2032 to November 30, 2033	\$5,398.92
From December 1, 2033 to November 30, 2034	\$5,587.88
From December 1, 2034 to November 30, 2035	\$5,783.45

License Fee payable throughout the second Renewal Option	
Periods	Annual License Fee
From December 1, 2035 to November 30, 2036	\$5,985.88
From December 1, 2036 to November 30, 2037	\$6,195.38
From December 1, 2037 to November 30, 2038	\$6,412.22
From December 1, 2038 to November 30, 2039	\$6,636.65
From December 1, 2039 to November 30, 2040	\$6,868.93

The Licensee shall notify the Licensor in writing of its intention to exercise a Renewal Option, which notice must be received by the Licensor not more than 15 months nor less than 12 months prior to the expiry of the then current Renewal Term (the **Renewal Notice**), failing which, the License Agreement, as amended by this Addendum 4, shall terminate at the expiry of the then current Renewal Term and any subsequent Renewal Options shall automatically become null and void and of no further effect.

The Renewal Options are a personal right to the Licensee and cannot not be transferred or assigned.

8. **Modifications to the License Agreement:** As of the signature of the present Addendum 4 by the parties:

- 8.1. Article 24 (Holding Over) of the Original License Agreement is hereby deleted and replaced by the following:

"24. **Holding Over.** This License Agreement shall expire automatically at the end of the Term. Should the Licensee remain in occupancy of the Equipment Room after the expiration of the License Agreement without the Licensor's written consent (the **Overholding Period**), there should be no tacit renewal of this License Agreement, notwithstanding the provisions of the *Civil Code of Québec*. In such case, the Licensee shall be deemed to be occupying the Equipment

Room against the Licensors will, who may exercise any recourse available by Law to evict the Licensee and claim damages from the Licensee. During any Overholding Period, the Licensee shall pay to the Licensors an annual License Fee equal to 2 times the annual License Fee (payable during the last year of the Term), excluding any credit, free rent or reduction of any nature whatsoever granted to the Licensee during the Term. Without prejudice to the Licensors' other rights and recourses, during the Overholding Period the Licensee shall comply with all the other terms and conditions of this License Agreement, including the payment of all other sums due by the Licensee under this License Agreement. The Licensors may also repossess the Equipment Room and evict the Licensee from them without notice or compensation and without affecting any other remedies it may have under the terms hereof or by virtue of the law."

- 8.2. Article 25 (Relocation) of the Original License Agreement is hereby deleted and replaced by the following:

"25. **Relocation.** The Licensors will notify the Licensee of its intent to replace the Equipment Room with any other premises located in the Building, such notice to indicate the location of the new premises. The Licensee will then have 15 days to advise the Licensors whether it consents or not to the relocation. If the Licensee consents to the relocation, the said relocation shall be effective within 30 days following the Licensee's consent. If the Licensee does not consent to the relocation within the prescribed time limit and except as otherwise required by the Canadian Radio-television and Telecommunications Commission, the Licensee is deemed to have terminated the License Agreement, this termination shall take effect within 30 days following the Licensors' notice. The Licensee and the Licensors will share 50%-50% all the direct and reasonable fees and costs incurred for the relocation of the Telecommunication Equipment in the new premises, as the case may be.

Following the relocation, the new premises shall then be designated as the "Equipment Room". The equipment used by the Licensee shall then be designated as the "Telecommunication Equipment". The License Fee shall be adjusted according to the leasable area of the new premises and the Telecommunication Equipment used therein. All the terms and conditions of the License Agreement shall apply to the new premises."

9. **Language and Communications:** The parties specifically declare that they have requested the present Addendum 4 be drawn up in the English language. The Licensee hereby requests that any further documentation or communication be drafted in English. *Les parties déclarent qu'elles ont demandé que le présent Addenda 4 soit rédigé en anglais. Le Locataire requiert que tous les documents ou communications futures soient rédigés en anglais.*

The Licensee hereby accepts that general documents or communications addressed to all the tenants of the Building be written in French and in English, and hereby waives any recourse that the Licensee may have against the Licensors with respect to the validity of said document or communication.

10. **Broker:** The Licensee represents to the Licensors that no broker is involved in this transaction. Any brokerage commission with respect to this transaction, including any offer or agreement preceding this Addendum 4, shall be borne exclusively by the Licensee, and the Licensee shall indemnify the Licensors for any claim with respect thereto, except if the Licensors gave a precise written mandate to a broker or an agent with respect to the present transaction.
11. **Confidentiality:** The Licensee agrees that the License Agreement and this Addendum 4 are and will remain at all times confidential. Accordingly, the Licensee undertakes to treat, the License Agreement and its amendments and any other documents related to, with the utmost confidentiality and not reproduce all or any part of it. The Licensee undertakes to ensure that its employees and representatives respect this provision at all times. Furthermore, the Licensee undertakes not to disclose, in any way, the terms, conditions and any other information of the License Agreement as amended by the present Addendum 4 without the prior written consent of the Licensors.

12. **Personal Information:** The Licensee hereby agrees to the collection, use and retention of the personal information provided by the Licensee or otherwise collected on behalf of the Licensor for purposes related to the License Agreement and this Addendum 4 and Licensor's administrative requirements in accordance with its Privacy Policy available at www.groupepetra.com or upon request.

It is agreed that all the terms and conditions of the License Agreement, as modified by the present Addendum 4, remain valid and unchanged. Unless otherwise provided, all expressions used in the present have the same meaning as attributed in the License Agreement.

The Licensee must accept the present by signing hereunder and returning one electronic copy to the Licensor at the latest on **March 14, 2025**, failing which the present Addendum 4 shall be deemed, at Licensor's discretion, null and void, without penalty, charge or recourse whatsoever of the Licensee against the Licensor. The present is deemed accepted by the parties hereto when the Licensor remits a duly signed copy to the Licensee of the Addendum 4.

This Addendum 4 may be executed in any number of counterparts and transmitted by e-mail, all of which together shall constitute one and the same instrument and each counterpart shall be deemed to be an original hereof.

Trusting the above satisfactory, please accept, Mr. Beatty, our best regards.

COMPLEX PLACE CRÉMAZIE L.P. herein acting and represented by its general partner 9197-3586 Québec Inc., itself represented by its manager Petra Ltd.


Marie-Claude Bélanger
Property Manager

(The signatures are on the following page)

READ AND ACCEPTED by the Licensee, this 5th day of March 2025.


TELUS COMMUNICATIONS INC.

By: 
Name: Richard Johnson
Title: Manager, Billing Access

By: _____
Name:
Title:

READ AND ACCEPTED by the Licensor, this 20 day of March 2025.

COMPLEX PLACE CRÉMAZIE L.P. herein acting and represented by its general partner 9197-3586 Québec Inc., itself represented by its manager Petra Ltd.

By: 
Patrice Bourbonnais
President

By: 
Tom Arseneault
Vice President, Finance