



BY E-MAIL

May 23, 2022

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 3 – 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) and a letter dated June 1, 2017 (the Confirmation of Renewal) between Telus Communications Inc. (formerly Telus Communications (Québec) 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 the installation of telecommunications equipment in the building bearing civic address 50 Place Crémazie, in the City of Montréal, Province of Québec (the Building). The License Agreement, the Addendum 1, the Addendum 2, the Notice and the Confirmation of Renewal and the Addendum 2 are collectively referred to as the License Agreement.

Mr. Beatty,

Following discussions between the Licensor and the Licensee, the parties wish to amend the License Agreement in order to extend the License Term, the whole as per the following terms and conditions:

1. **Extended License Term:** The Licensor agrees to extend the License Term of the License Agreement for a period of 5 years commencing retroactively on December 1, 2020 (the **Extension Commencement Date**) and terminating on November 30, 2025 (the **Extended License Term**).

The Extended License Term cannot be extended unless otherwise agreed in writing between the parties.

2. **Licensee Fee, Electricity consumption and Additional Fees:**
 - 2.1 **License Fee:** During the Extended License Term and subject to the provisions of paragraph 2.4 below, the Licensee shall observe and perform all of the provisions of the License Agreement, including the payment of the License Fee payable yearly in full in advance on the first day of every month of December during the Extended License Term in the amount of \$4,100.00, plus the applicable taxes.
 - 2.2 **Electricity Consumption:** In accordance with the provisions of paragraph 2.4 below, as it understood between the parties that as of December 1, 2022, the Licensee shall not have to pay any utility charges and this, notwithstanding any provisions to the contrary contained in the License Agreement.
 - 2.3 **Additional Fees:** In addition to the License Fee, during the Extended License 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.

- 2.4 **Acknowledgement:** As of the date hereof, the Licensor acknowledges having received from the Licensee, the License Fee and utility charge set forth in the Confirmation of Renewal for the period commencing retroactively: (i) on December 1, 2020 and ending on November 30, 2021; and (ii) December 1, 2021 and ending on November 30, 2022.
3. **Condition of the Conduit Facilities, Telecommunications Equipment and Equipment Room:** The Licensee acknowledges that the Licensor has made no promises, declarations nor any undertakings regarding the condition of the Conduit Facilities, Telecommunications Equipment and Equipment Room, any modifications, upgrades, decorations, installation of any kind of equipment with regards to same, and that as of the Extension Commencement Date, the Licensee continues to use the Conduit Facilities, Telecommunications Equipment and Equipment Room on an "as is" basis.
4. **Identification of the Telecommunications Equipment:** As per Article 9 (Care and Maintenance by Licensee) of the Original License Agreement, the Licensee has the obligation to identify the Cables installed in the Building. To that effect, the Licensee undertakes to identify the Cables, as well as any Telecommunications Equipment, including namely but not limited to, the junction boxes, transceiver or transmission devices located in the Telecommunications Room in accordance with the Licensor's specifications attached hereto as Schedule "A".
5. **Insurance:**
- 5.1. Notwithstanding any provision to the contrary contained in the License Agreement, as of the signature of the present Addendum 3 by the parties, the Licensee undertakes to contract and maintain in force, at its sole cost and expense with an insurer licensed to do business in the province of Québec and with an AM Best rating of "A" or better, or equivalent, the following insurance policies:
- 5.2. commercial general liability insurance for a minimum amount of \$5,000,000.00 for each occurrence or for any greater amount which the Licensor may reasonably request and which is mutually agreeable to both parties;
- 5.3. a broad form property insurance coverage for all of the property located in the Equipment Room (such as the leasehold improvements), for an amount equal to their replacement cost, without deduction for depreciation. Such insurance shall include coverage for business interruption and extra expenses in such amounts as would reimburse the Licensee for loss of earnings. It is acknowledged and agreed that the Licensee may satisfy all or part of this property insurance requirement through self-insurance;
- 5.4. all other insurance which the Licensor may reasonably require and which is mutually agreeable to both parties.
- 5.5. The commercial general liability insurance shall i) include the Licensor (i.e. Complex Place Crémazie L.P.9197-3586 Québec Inc., and Petra Ltd) and any other entity reasonably designated by the Licensor from time to time (i.e. in the case of a change of Licensor) as additional insured, but only with respect to liability arising out of the Licensee's operations under this License Agreement and ii) contain a provision whereby the insurer will endeavor to provide the Licensor 30 days written notice of cancellation.
- 5.6. Using its best commercial efforts, the Licensee shall:

- 5.6.1. not do anything which solely increases the risk of fire and the insurance premium rates for the Building;
 - 5.6.2. comply with the reasonable requirements of the Licensor's insurers or of any associations of insurers having jurisdiction in such matters; and
 - 5.6.3. not keep contaminants and hazardous materials in the Equipment Room unless such materials are required for its business and, in such a case, in such quantities as are permitted by the Licensor's insurance policies, failing which the Licensee shall pay to the Licensor any resulting increase of the insurance premiums.
- 5.7. The Licensee remits to the Licensor certificates of insurance or other written evidence confirming that the Licensee subscribes to the policies required herein, along with the present Addendum 3 duly signed and thereafter, within 15 days of the renewal thereof.

If the Licensee fails to maintain the insurance for which it is bound, or to remit the certificates of insurance, the Licensor, after reasonable notice to the Licensee to rectify the situation, may do so, acting reasonably, in the name of the Licensee, at Licensee's cost (including an administration fee of 15%), which shall be payable upon reasonable demand provided that such reasonable costs shall be duly evidenced to the Licensee.

- 5.8. Notwithstanding the foregoing and so long as the Licensee is in occupation of the whole of the Equipment Room, upon prior written notice to the Licensor, the Licensee shall have the right to self-insure for any or all of the perils for which insurance is required to be carried throughout the Extended License Term pursuant to the provisions of Article 5.1 hereof, subject to the following:

(i) **Self-insurance** means that the Licensee is itself acting as though it were the insurance company providing the insurance required under the provisions hereof and the Licensee shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under the License Agreement as amended by this Addendum 3.

(ii) All amounts which the Licensee pays or is required to pay and all loss or damage resulting from risks for which the Licensee has elected to self-insure shall not limit the Licensee's indemnification obligations (with regards to the Licensor).

(iii) In the event that the Licensee elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company had insurance been purchased, the Licensee shall:

(a) undertake the defense of any such claim, including a defense of the Licensor at its sole cost and expense, and

(b) use its own funds to pay any claim or replace any equipment or other physical property or otherwise provide the funding which would have been available from insurance proceeds but for such election by the Licensee to self-insure.

This self-insurance right is personal to the Licensee and shall not be transferred nor assigned.

6. **Expropriation:** In the case of an expropriation or of a taking of possession (the **Expropriation**) which, according to the Licensor, renders the Building, or the Equipment Room unusable, the Licensor may terminate the License Agreement, as amended by this Addendum 3 from the date of the Expropriation by way of a written notice to the Licensee. Telus Licensee may claim any damages from the expropriating party and not from the Licensor. The Licensor is not obligated to contest the Expropriation.
7. **Redevelopment and modifications:** In the event the Licensor wishes to redevelop or modify

the Building in whole or in part thus resulting that the Equipment Room or certain Licensee's equipment (such as but not limited to Cables, Conduit Facilities and Telecommunications Equipment) must be temporarily or permanently removed or relocated, the parties will mutually agree on the new location of said Equipment Room or certain Licensee's equipment, failing which, the Licensor will be entitled to terminate the License Agreement, as amended by the present Addendum 3 by sending to the Licensee a 60 days' prior written notice, the whole, without any charge, penalty or recourse from the Licensee against the Licensor.

8. **Modifications to the License Agreement:** As of the signature of the present Addendum 3 by the parties, Article 27 (Notices) of the Original License Agreement, as amended by Article 4 (Notices) of the Addendum 2 is hereby deleted and replaced with the following

"27 Notices:

- A. **Notice to the Licensee.** Any notice or other communication given hereinafter shall be sufficiently given if personally delivered, e-mailed or mailed by registered mail, at the following address:

TELUS COMMUNICATIONS INC.
25 York Street, Floor 22
Toronto, Ontario, M5J 2V5
Attention of: Robert Beatty, AVP, Building Access

Or by e-mail at: Robert.Beatty@telus.com

- B. **Notice to the Licensor.** Any notice or other communication given hereinafter shall be sufficiently given if personally delivered or mailed by registered mail, to the following address:

COMPLEX PLACE CRÉMAZIE L.P.
c/o Petra Ltd
8000 Langelier Boulevard, Suite 808
Saint-Léonard (Québec) H1P 3K2
To the attention of: Vice President, Legal Affairs;"

9. **Broker:** The Licensee represents to the Licensor that no broker is involved in this transaction. Any brokerage commission with respect to this transaction, including any offer or agreement preceding this Addendum 3, shall be borne exclusively by the Licensee, and the Licensee shall indemnify the Licensor for any claim with respect thereto.

It is agreed that all the terms and conditions of the License Agreement, as modified by the present Addendum 3, remain valid and unchanged. Unless otherwise provided, all expressions used in the present have the same meaning as attributed in the License Agreement.

The parties specifically declare that they have requested the present be drawn up in the English language only. *Les parties déclarent qu'elles ont demandé que cette entente soit rédigée en anglais seulement.*

The Licensee must accept the present by signing hereunder and returning one electronic copy to the Licensor at the latest on **June 3, 2022**, failing which the present Addendum 3 shall become 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.

This Addendum 3 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.

Sincerely

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

mcb.
Marie-Claude Bélanger
Property Manager

Encl. Schedule "A" (Identification Standards)

READ AND ACCEPTED by the Licensee this 25th day of May 2022.

TELUS COMMUNICATIONS INC.

By: *Richard Johnson*
Name: Richard Johnson
Title: Manager, Business Access

By: _____
Name:
Title:

READ AND ACCEPTED by the Licensor this 30 day of May 2022.

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*
Patrice Bourbonnais
President

By: *Tom Arseneault*
Tom Arseneault
Vice President, Finance

SCHEDULE "A"
IDENTIFICATION STANDARDS

The Licensee shall respect the following standards when installing telecommunication conduits, equipment or Cables in the Equipment Room or any part of the Building.

ARTICLE 1 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 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 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.