

## AMENDMENT TO LICENSE AGREEMENT

DATE: Entered into this 18<sup>th</sup> day of August 2022.

BETWEEN: **ÉDIFICE 5100 SHERBROOKE INC.**, a corporation duly incorporated under the *Business Corporations Act* (Québec), having its head office at 630 Saint-Paul W. Street, Suite 600, in the City of Montreal, Province of Quebec, H3C 1L9, herein represented by Mr. Vincent Chiara, its President, duly authorized for the purposes hereof;

(the "Licensor")

AND: **TELUS COMMUNICATIONS INC.**, a corporation duly incorporated under the *Partnership Act* (British Columbia), having its head office at 510 West Georgia Street, 7<sup>th</sup> Floor, in the City of Vancouver, Province of British Columbia, V6B 0M3, herein represented by Richard Johnson duly authorized for the purposes hereof;

(the "Licensee")

**WHEREAS** by a telecommunication license agreement amended from time to time (the license agreement and its subsequent amendments, collectively, the "**Agreement**"), 5100 Sherbrooke Commercial Trust, as previous licensor, gave to the Licensee a non-exclusive license to install, maintain, operate, replace and remove communications equipment in a designated space located in the parking level of the building bearing civic address 5100 Sherbrooke Street East, City of Montreal, Province of Québec (the "**Building**"), for a term expiring on December 31, 2024 (the "**Term**"), the whole upon such terms and conditions as are set forth in the Agreement;

**WHEREAS** the Licensor and the Licensee mutually wish to amend the Agreement to provide that (i) the Term shall be renewed, (ii) the Licensee shall expand its space leased in the Building, and (iii) certain provisions of the Agreement shall be modified, the whole in accordance with the terms and conditions hereinafter set forth;

**NOW THEREFORE**, the parties hereto agree as follows:

1. The preamble thereof forms an integral part of this Agreement.
2. Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Agreement.

3. **EFFECTIVE DATE**

The parties hereby acknowledge that effective date shall mean August 1<sup>st</sup>, 2022 (the "**Effective Date**").

4. **RENEWAL TERM**

The parties agree that the Term of the Agreement shall be renewed for a further period of ten (10) years, beginning on January 1<sup>st</sup>, 2025 and expiring December 31<sup>st</sup>, 2034 (the "**Renewal Term**").

5. **SPACE LEASED**

As of the Effective Date and until the expiry of the Renewal Term, the total square footage leased by the Licensee to the Licensor shall be six hundred fifty-one square feet (651 sq. ft.) (the "**Equipment Room**"), as shown in the plan attached in Schedule "A", the whole subject to the remeasurement of the architect or land surveyor, independent from the Licensor and appointed by it from time to time. The Licensor may, at any time, remit to the Licensee a confirmation of the certified space leased. Such remeasurement shall be binding upon the parties retroactively as at the signature date of this Agreement and shall not be subject to any appeal nor challenge.

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6. **LICENSE FEE**

Notwithstanding anything to the contrary, as of the Effective Date and throughout the Renewal Term, the Licensee shall pay to the Licensor, without any deduction, abatement, set-off or compensation, an annual fee, the whole in accordance with the Agreement and as set out in the table below (the "License Fee"):

License fee as of the Effective Date and for the Renewal Term based on the fixed rentable area of 651 square feet		
Period	License Fee per square feet per annum	Annual License Fee
From the Effective Date to December 31, 2024	\$65.01	\$42,321.51
From January 1, 2025 to December 31, 2029	\$81.26	\$52,900.26
From January 1, 2030 to December 31, 2034	\$101.58	\$66,128.58

For greater clarity, from the Effective Date to the expiry of the Term, there shall be no increase in the current license fee payable by the Licensee, as set out in Section 5 of the second amendment to the Agreement dated February 18<sup>th</sup>, 2010.

7. **NO ADDITIONAL RENT**

For the Renewal Term, the Licensee shall not pay any additional rent in addition to the License Fee, as the Licensee will pay the actual amount of its utilities to the service providers, including, but not limited to Hydro-Québec, according to its check-meter consumption.

For clarity purposes, as of the date that the check-meter will be operational, such date to be further confirmed by both parties, there shall be no additional charge related to energy consumption to be paid by the Licensee to the Licensor, as the Licensee will be paying for their own consumption.

8. **INTERPRETATION**

Subject to the forgoing, all terms and conditions of the Agreement, as amended by these presents, shall continue to apply, unamended and without novation.

9. **EXECUTION OF THE AGREEMENT**

This Agreement may be executed and delivered in counterparts and by facsimile transmission or email PDF form and the parties hereto may rely upon all such signatures as though they were original signatures. Upon request of any party the parties will exchange a copy of this agreement with original signatures.



10. **HEIRS, SUCCESSORS AND ASSIGNS**

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

11. **LANGUAGE**

The parties hereto hereby 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 seulement en langue anglaise.*

[Signatures on the following page.]

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IN WITNESS WHEREOF, the Licensee acknowledges that it has had the opportunity to consult with legal counsel in connection with the negotiation and execution of this agreement. The Licensee has signed at ~~Montreal~~ *Toronto*, on this 6<sup>th</sup> day of June 2022.

TELUS COMMUNICATIONS INC.

(Licensee)

Per: *Richard Johnson*  
Richard Johnson  
Manager, Building Access

IN WITNESS WHEREOF, the Licensor has signed at Montreal, on this 18<sup>th</sup> day of August 2022.

ÉDIFICE 5100 SHERBROOKE INC.

(Licensor)

Per: *Vincent Chiara*  
Mr. Vincent Chiara  
President

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