

AMENDMENT #4 TO LEASE AGREEMENT

DATE: June 23 2022.

BETWEEN: **ÉDIFICE 410 CHAREST INC.**, a corporation duly incorporated and governed by the *Business Corporations Act* (Québec), having its head office at 630, Saint-Paul W., Suite 600, in the City of Montreal, Province of Québec, H3C 1L9, herein acting and represented by Vincent Chiara, its President, duly authorised for the purposes hereof as he so declares;

(the "Landlord");

AND: **TELUS COMMUNICATIONS INC.**, a corporation duly incorporated and governed by the *Business Corporations Act* (Québec), having its head office at 510 West Georgia Street, 7th Floor, in the City of Vancouver, Province of British-Columbia, V6B 0M3, herein acting and represented by Darren Entwistle, its President, duly authorised for the purposes hereof as he so declares;

(the "Tenant").

WHEREAS an agreement of lease entered into February 5, 2002 as subsequently amended from time to time (the agreement of lease and the subsequent amendments are collectively referred to as the "Lease") between the Landlord (or its predecessor in title and interest) and the Tenant (or its predecessor in title and interest) for POP System in a space comprising approximately 10 ft X 10 ft (the "Leased Premises") located in the building bearing civic address 410 Charest Boulevard East, in the City of Quebec, Province of Quebec G1K 8G3 (the "Building") for a period ending March 31, 2022 (the "Term");

WHEREAS the Tenant wishes to extend the Term of the Lease for an additional period of five (5) years;

NOW THEREFORE, Landlord and Tenant mutually agree that the provisions of the Lease shall continue to apply on the same terms and conditions, except as follows:

1. The Preamble shall form an integral part of this amendment.

2. **RENEWED TERM**

The Lease shall be renewed for an additional period of five (5) years beginning on April 1st, 2022 and terminating on March 31, 2027 (the "Renewed Term").

3. **ANNUAL RENT**

Throughout the Renewed Term, the Tenant covenants to pay to the Landlord, without any deduction, reduction, compensation or abatement whatsoever, an annual rent for the Leased Premises, payable on the first (1st) day of April each year the amount of four thousand five hundred dollars (\$4,500.00) (the "Annual Rent"), plus applicable taxes.

4. **ANNUAL ADDITIONAL RENT**

4.1 In addition to the Annual Rent, the Tenant undertakes to pay to the Landlord the following annual additional rent for Pop System:

4.1.1 **ELECTRICITY:** Until further adjustment by the Landlord, as follows:

4.1.1.1. For the Renewed Term, the annual cost of electricity consumed in the Leased Premises is estimated at five hundred dollars (\$500.00) for the Leased Premises, plus applicable taxes, and is subject to increases imposed by Hydro-Quebec.

4.2 In addition to the Annual Rent, the Tenant undertakes to pay to the Landlord, the annual additional rent for the right to use the infrastructure of the Building as follows:

For the Renewed Term, the Tenant covenants to pay to the Landlord, without any deduction, reduction, compensation or abatement whatsoever, an annual additional rent for the right to use the infrastructure of the Building, payable on the first (1st) day of April each year, the amount of **four thousand dollars (\$4,000.00) plus applicable taxes.**

5. **HEIRS AND SUCCESSORS**

This Agreement shall be binding and enforceable not only upon the parties but also upon their legal representatives, heirs and assigns.

6. **APPLICATION AND INTERPRETATION**

Except for the foregoing, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect, all without novation or waiver and, except as otherwise provided, words and phrases used herein shall have the same meaning and scope as those used in the Lease.

7. **APPLICABLE LAWS**

The interpretation, fulfillment, coming into force, validity and effect of this agreement shall be subject to the laws in force in the Province of Québec.

8. **OTHER PROVISIONS**

Subject to the foregoing, all other provisions of the Lease shall continue to apply mutatis mutandis.

The Tenant accepts the Leased Premises on an "as is" basis, the Tenant being in possession of same and being satisfied therewith.

9. **EFFECTIVE DATE**

Notwithstanding the date of execution hereof, this amendment agreement shall be deemed to have been executed on the treaty date referred to in the title.

10. **LANGUAGE**

The Tenant has requested that this amendment be drawn up in English. *Le Locataire a demandé que le présent amendement soit rédigé en anglais.*

[Signatures page follows.]

IN WITNESS WHEREOF, the Tenant declares that it has read this Lease Amendment Agreement and has obtained from the Landlord's representatives all explanations relevant to its understanding. The Tenant has signed this Lease Amendment Agreement in Montreal, this 9th day of July 2022.

TELUS COMMUNICATIONS INC.

(Tenant)

Per:



~~Darren Entwistle~~
~~President~~

Richard Johnson
Manager, Building Access

In witness whereof, the Landlord has signed these presents in Montreal, this 23 day of June 2022.

ÉDIFICE 410 CHAREST INC.

(Landlord)

Per:



Vincent Chiara
President