

**FOURTH AMENDMENT**

**BETWEEN :** **CRESTPOINT REAL ESTATE (1010 DLG) INC.** herein acting and represented by **Redbourne 1010 DLG Management Inc.**, a corporation incorporated pursuant to the *Canada Business Corporations Act*, having its head office at 1555 Peel Street, Suite 700, in the City of Montreal, Province of Quebec, H3A 3L8, herein represented by **Peter Coughlin**, duly authorized for the purposes hereof as he so declares;

(hereinafter referred to as the "**Landlord**");

**AND :** **TELUS COMMUNICATIONS INC.** a legal person duly incorporated according to law of Alberta, hereinafter acting and represented by Richard Johnson, its Manager, duly authorized for the purposes hereof as he declares;

(hereinafter referred to as the "**Tenant**");

**WHEREAS** pursuant to a leasing agreement for telecommunication services executed March 8, 2004 (the "**Original Lease**") between King Street Real Estate Growth L.P. NO 01 as owner (the "**Original Landlord**") and Telus Communications (Quebec) Inc., as licensee (the "**Tenant 2004**"), the Original Landlord leased to the Tenant 2004 certain space comprising a Gross Leasable Area of approximately one hundred (100) square feet (the "**POP**") located int the building bearing civic number 1010 de la Gauchetière Street West, Montreal, Quebec (the "**Building**") with the right to install and maintain appurtenances used to supply telecommunications services to the tenants and occupants of the Building for a term of three (3) years commencing on April 1, 2004 and terminating on March 31, 2007 (the "**Original Term**");

**WHEREAS** on July 1, 2004, Tenant 2004 changed its name to be Telus Communications Inc. (the "**Tenant**");



**WHEREAS** Credit Suite Real Estate Fund International (Canada) Leaseholds Inc. (the "**Landlord CS**") acquired the Building and all, the leases and all rights of the Original Landlord in and to the Building;

**WHEREAS** on April 1, 2007, the Tenant and the Landlord CS covenanted and agreed to renew the Original Term of the POP for an additional period of five (5) years commencing on April 1, 2007 and terminating on March 31, 2012 (the "**First Renewal Term**") (the "**First Amendment**");

**WHEREAS** on March 22, 2012, the Tenant and the Landlord CS covenanted and agreed to renew the First Renewal Term of the POP for an additional period of five (5) years commencing on April 1, 2012 and terminating on March 31, 2017 (the "**Second Renewal Term**") (the "**Second Amendment**");

**WHEREAS** on March 24, 2017, the Tenant and the Landlord CS covenanted and agreed to renew the Second Renewal Term of the POP for an additional period of five (5) years commencing on April 1, 2017 and terminating on March 31, 2022 (the "**Third Renewal Term**") (the "**Third Amendment**");

**WHEREAS** on December 30, 2019, Crestpoint Real Estate (1010 DLG) Inc. (the "**Landlord**") herein

Initials	
Landlord	Tenant
	



acting and represented by Redbourne 1010 DLG Management Inc acquired the Building and all, the leases and all rights of the Original Landlord in and to the Building;

**WHEREAS** the Tenant and the Landlord covenant and agree to renew the Third Renewal Term of the POP for an additional period of five (5) years commencing on April 1, 2022 and terminating on March 31, 2027 (the **"Fourth Renewal Term"**);

**WHEREAS** the Original Lease, the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment, are hereafter sometimes collectively called the **"Lease"**;

**WHEREAS** capitalized terms, not otherwise defined herein, are defined in the Lease and have the same meanings herein as are ascribed to them in the Lease; and

**WHEREAS** except as amended by the terms, covenants and agreement of this Fourth Amendment, the terms and conditions in the Lease shall apply, *mutatis mutantis*, to this Fourth Amendment;

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. PREAMBLE**

The preamble shall form part of these presents.

**2. AREA AND STATE OF THE POP**

Landlord leases to Tenant certain premises having a Gross Leasable Area of one hundred (100) square feet (the **"POP"**) located int the building bearing civic number 1010 de la Gauchetière Street West, Montreal, Quebec (the **"Building"**), as shaded in yellow in Schedule "A".

Tenant accepts the POP in its "As Is" and "where" state and condition.

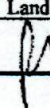
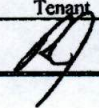
**3. FOURTH RENEWAL TERM OF THE POP**

The Term of the POP is renewed for an additional period of five (5) years commencing on April 1, 2022 and terminating on March 31, 2027 (the **"Fourth Renewal Term"**).

**4. GROSS ANNUAL RENT OF THE POP**

During the Fourth Renewal Term of the POP, the Tenant covenants and agrees to pay to the Landlord:

- i. a Gross Annual Rent of eight thousand five hundred dollars (\$8,500.00) plus applicable taxes, payable on the first day of April of each year of the Fourth Renewal Term, the whole in accordance with the terms of the Lease; and
- ii. all other amounts payable under the Lease including, without limitation, the cost for its power usage in the Building and any other charges, outlays and expenses payable by Tenant pursuant to the Lease, including without limitation the cost of electricity identified in Article 5 hereof.

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**5. DIRECT ELECTRICITY CONSUMED IN THE POP**

During the Fourth Renewal Term of the POP, the Tenant covenants and agrees to pay to the Landlord the cost of direct electricity consumed in the POP, currently, estimated to be one thousand seven hundred seventy-five thousand dollars (\$1,775.00) per year, plus applicable taxes (the "Direct Electricity"), which Direct Electricity consumed in the POP is subject to annual adjustments based on check meter data and pricing in accordance with the provisions of the Lease. Tenant shall pay the Landlord the cost of its Direct Electricity consumed in the POP no later than thirty (30) days after receipt of Landlord's statement of invoice therefor.

**6. OPTION TO RENEW**

Provided that Tenant is not in default pursuant to the terms of the Lease and provided that Tenant has not effected any assignment of the Lease or sublet any part of the POP, the Tenant shall have the option to extend the term for the whole of the POP (the "Option to Extend") for an additional term of five (5) years (the "Fifth Renewal Term"), starting on the date following the expiry date of the Fourth Renewal Term (namely April 1, 2027), to be exercised by prior written notice to the Landlord given no later than nine (9) months, namely August 1, 2026 (the "Notice"), whereupon the Lease shall be extended for such additional period on the same terms and conditions, except that:

- (i) There shall be no further right to extend or renew the Lease;
- (ii) There shall be no Free Rent Period whatsoever;
- (iii) The Tenant shall accept the POP "as is, where is" without any work to be performed by Landlord; and
- (iv) The Gross Annual Rent during the Fifth Renewal Term shall be at the then current market rental, for similar communications agreement in the Building but shall not be less than the Gross Annual Rent payable by the Tenant during the last year of the Fourth Renewal Term.

In the event Tenant does not exercise its Option to Extend by prior written notice to the Landlord within the prescribed delay indicated above or the parties fail to agree on the Gross Annual Rent during the Fifth Renewal Term within thirty (30) days of the Notice, the Five Renewal Term will be null and void and of no further effect and Tenant shall surrender the POP on the expiry of the Fourth Renewal Term.


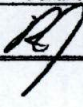
The rights granted under this Fourth Renewal Term are personal to the Tenant identified on the first page of this amendment and shall subsist and apply so long as such Tenant is occupying and operating in the entire POP and has not assigned the Lease.

These rights may not be transferred or assigned by the Tenant. There is no tacit renewal.

**7. BROKER**

The Tenant warrants that no broker or agent negotiated or was instrumental in negotiating or consummating this Fourth Amendment.

**8. LANGUAGE**

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Landlord	Tenant
	



This Fourth Amendment is open for acceptance by the Tenant until 5:00 pm on the 10<sup>th</sup> day of February 2022, after which time, if not accepted, this Fourth Amendment shall be null and void.

Terms and expressions used in this Fourth Amendment which are defined in or determined by the Lease shall have the same meanings as are respectively ascribed to them by the Lease.

Except as hereinabove specifically modified, supplemented and amended, and as so modified, supplemented and amended, the Lease shall remain in full force and effect.

At the express request of the parties, this Fourth Amendment has been drafted in English. *A la demande expresse des parties, cet Quatrième Amendement a été rédigé en anglais.*

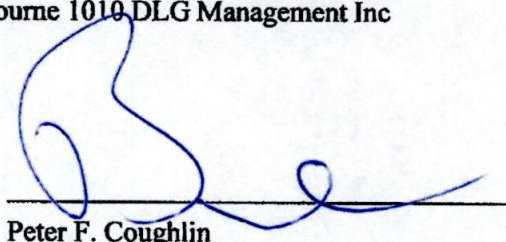
The Landlord has executed this Fourth Amendment in the City of Montreal, Province of Quebec, on the 02 day of February, 2022.

**CRESTPOINT REAL ESTATE (1010 DLG) INC.**

(the "Landlord")

herein acting and represented by  
Redbourne 1010 DLG Management Inc

Per:



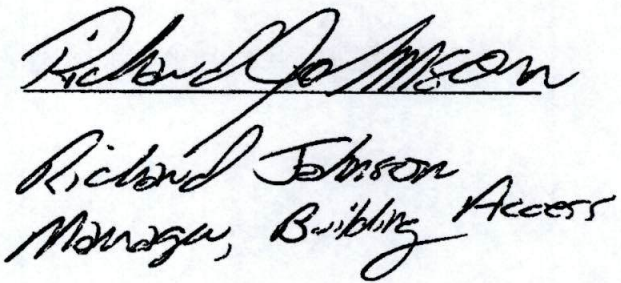
Peter F. Coughlin

The Tenant has approved this Amendment #1 in the City of Toronto, Province of Ontario, on the 2<sup>nd</sup> day of February, 2022. 2022

**TELUS COMMUNICATIONS INC.**

(the "Tenant")

Per:



Richard Johnson  
Manager, Building Access

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