

AMENDMENT TO TELECOMMUNICATION ACCESS AGREEMENT

THIS AGREEMENT made as of the 22nd day of February, 2022,

BETWEEN:

666 ST-MARTIN BLVD W HOLDINGS ULC
(hereinafter called "**Owner**")

- and -

TELUS COMMUNICATIONS INC.
(hereinafter called "**Supplier**")

WHEREAS:

A. By a telecommunications access agreement dated in 2001 (the "**Original Agreement**") between The Standard Life Assurance Company of Canada (the "**Original Owner**") and Telus Communications (Quebec) Inc. (the "**Original Supplier**"), Original Owner granted Original Supplier for a term of five (5) years (the "**Original Term**"), commencing on May 1, 2002 and expiring on April 30, 2007, the right to access certain premises (the "**Premises**") located in the building (the "**Building**") municipally known as 666 St-Martin Boulevard West, Laval, Quebec, to install, operate, maintain, repair and replace certain communication equipment located therein, all as more particularly set out in the Original Agreement;

B. By a letter agreement dated May 23, 2008 (the "**First Amending Agreement**") between Original Owner and Supplier, as successor in interest to Original Supplier, the parties thereto agreed to extend the Original Term for a period of five (5) years (the "**First Extended Term**") commencing on May 1, 2007 and expiring on April 30, 2012, and to amend certain other provisions of the Original Agreement, all as more particularly set out therein;

C. By a letter agreement dated August 23, 2012 (the "**Second Amending Agreement**") between Original Owner and Supplier, the parties thereto agreed to further extend the Original Term, as extended by the First Extended Term, for a period of five (5) years (the "**Second Extended Term**") commencing on May 1, 2012 and expiring on April 30, 2017, and to amend certain other provisions of the Original Agreement, all as more particularly set out therein;

D. By an amendment to telecommunication access agreement dated February 16, 2017 (the "**Third Amending Agreement**") between The Manufacturers Life Insurance Company ("**Manulife**"), as successor in interest to Original Owner, and Supplier, the parties thereto agreed to further extent the Original Term, as extended from time to time, for a period of five (5) years (the "**Third Extended Term**") commencing on May 1, 2017 and expiring on April 30, 2022, and to amend certain other provisions of the Original Agreement, all as more particularly set out therein;

E. Owner is the successor in interest to Manulife;

F. The Original Agreement, the First Amending Agreement, the Second Amending Agreement and the Third Amending Agreement are hereinafter collectively called the "**Access Agreement**";

G. The Original Term, the First Extended Term, the Second Extended Term and the Third Extended Term are hereinafter collectively called the "**Term**"; and

H. The parties have agreed to extend the Term of the Access Agreement for a further period of five (5) years commencing on May 1, 2022 and expiring on April 30, 2027, and to amend certain other provisions of the Agreement.

NOW THEREFORE this agreement witnesses that in consideration of the covenants and agreements herein contained (the receipt and sufficiency of which are hereby acknowledged) the parties hereto covenant and agree with each other as follows:

1. **Interpretation:** The recitals are true in fact and in substance. Except as otherwise expressly provided in this Agreement the terms used herein shall have the meanings attributed to them in the Access Agreement. Terms defined herein, including in the recitals, will be incorporated by reference into the Access Agreement unless there is something in the subject matter or context inconsistent therewith.
2. **Fourth Extended Term:** The Term of the Access Agreement shall be and is hereby extended for a further period of five (5) years (the "**Fourth Extended Term**"), commencing on May 1, 2022 and expiring on April 30, 2027. Supplier acknowledges and agrees that there shall be no further right to renew or extend, and Section 3.2 of the Original Agreement entitled "*Option to Renew*" is hereby deleted.
3. **Access and Use:** Supplier's access to and use of the Premises and the Building shall, throughout the Fourth Extended Term, be governed by the applicable provisions in the Access Agreement.
4. **Access Fee:** For the Fourth Extended Term, Supplier shall pay to Owner, in one instalment in advance on each Anniversary Date occurring throughout the Fourth Extended Term, and otherwise in accordance with the Access Agreement, an annual Access Fee equal to four thousand dollars (\$4,000.00), plus GST and QST.
5. **Automatic Term Extension:** Notwithstanding anything to the contrary contained in the Access Agreement, as amended hereby, and unless either party elects for the Term not to automatically extend as hereinafter provided by providing written notice of such intention to the other party at least ninety (90) days prior to the then applicable Automatic Extension Term, the parties agree that the Term, as extended hereby, shall automatically extend for successive five (5) year periods (each an "**Automatic Extension Term**") and each Automatic Extension Term shall be on the same terms and conditions as set out in the Access Agreement, as amended hereby, except with respect to the amount of the annual Access Fee, which shall increase by five hundred dollars (\$500.00) upon the commencement of each Automatic Extension Term.
6. **Notices:** The Access Agreement is amended such that the address for notice of Owner is deleted and replaced with the following:

Owner: 121 King Street West
Suite 2100
P.O. Box 112
Toronto, Ontario
M5H 3T9

7. **Ratification of Access Agreement:** Except as herein provided, the terms and conditions of the Access Agreement shall continue in full force and effect and the Access Agreement as extended and amended herein is hereby ratified and affirmed by each of Owner and Supplier and shall be binding upon the parties hereto and their respective successors and permitted assigns.
8. **General:** Time, in all respects, shall remain of the essence. The section headings in this Agreement have been inserted for convenience of reference only and shall not be referred to in the interpretation of this Agreement nor the Access Agreement. This Agreement shall be interpreted according to and governed by the laws having application in the Province of Quebec.
9. **Signatures:** A facsimile or PDF or electronic signature shall constitute a valid and binding signature with the same effect as if it were an original signature endorsed on this Agreement. A signed copy of this Agreement transmitted by PDF or other electronic means of transmission shall be deemed to have been validly delivered and shall bind the parties. The parties agree that execution of this Agreement by use of digital signature software shall constitute valid execution. At Owner's request, Supplier shall ensure that this Agreement is executed and delivered in hard copy within five (5) days of the acceptance or execution hereof by PDF or other electronic means of transmission.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

OWNER:


666 ST-MARTIN BLVD W HOLDINGS ULC

Per: 
David Owen (Mar 4, 2022 16:11 EST)
Name: David Owen
Title: Authorized Signing Officer

I have authority to bind the Corporation.

SUPPLIER:

TELUS COMMUNICATIONS INC.

Per: _____
Name: _____
Title: _____
Per: 
Name: Richard Johnson
Title: Manager, Building Access

I/We have authority to bind the Corporation.