

June 2, 2025

BY E-MAIL

**TELUS COMMUNICATIONS INC.**

25 York Street, 22<sup>nd</sup> Floor  
Toronto (Ontario) M5J 2V5  
richard\_johnson@telus.com

To the attention of: Richard Johnson, Manager Building Access

**RE: First Amendment** – Telecommunications license agreement dated April 24, 2018 (the **License Agreement**), entered into between Telus Communications Inc. (the **Licensee**) and 600 DMO Complex L.P., herein acting and represented by its general partners 9449-4200 Québec inc. and Olam Holdings Inc., themselves represented by its manager Petra Ltd (the **Licensor**) for the installation of an Entrance Cable, Communications Equipment, Connecting Equipment and Cable (all of those being defined in the License Agreement) in the Equipment Room, the Deemed Area and Communications Spaces, all located in the building bearing civic address 600 de Maisonneuve Boulevard West, in the city of Montréal, province of Québec (the **Building**)

Mr. Johnson,

Following discussions between the Licensor and the Licensee, notwithstanding any provision to the contrary contained in the License Agreement, the parties wish to amend the License Agreement in order to, namely, renew the Term as per the following terms and conditions:

1. **Renewal Term:** The Term of the License Agreement for the Deemed Area is renewed for a period of 5 years commencing retroactively on April 1<sup>st</sup>, 2023 (the **Renewal Commencement Date**) and terminating on March 31<sup>st</sup>, 2028 (the **Renewal Term**). The Licensee recognizes and agrees that the License Agreement cannot be tacitly renewed or prolonged. For clarity purposes and notwithstanding anything to the contrary, the parties recognize and agree that the Term indicated on the Information Page of the License Agreement terminates on March 31, 2023 (instead of March 30, 2023).
2. **Acknowledgement:** The Licensee recognizes and agrees that the Building and the land are subject to emphyteutic leases published at the Quebec Registry Office, Registration Division of Montréal (collectively the **Emphyteutic Leases**). Consequently, the Licensee agrees not to do, cause nor permit to be done anything which would constitute a breach of Licensor's obligations pursuant to said Emphyteutic Leases.
3. **License Fee:** During the Renewal Term, the Licensee covenants to pay to the Licensor the following License Fee and Hydro Electric Fee (plus applicable taxes), as per the provisions of the License Agreement:

License Fee	
Periods	Annual License Fee
Retroactively form April 1 <sup>st</sup> . 2023, to March 31 <sup>st</sup> , 2025	\$2,533.00
Retroactively from April 1 <sup>st</sup> . 2025, to March 31 <sup>st</sup> 2026	\$2,608.99
form April 1 <sup>st</sup> . 2026, to March 31 <sup>st</sup> 2027	\$2,687.26
form April 1 <sup>st</sup> . 2027, to March 31 <sup>st</sup> 2028	\$2,767.88

Hydro Electric Fee	
Periods	Annual Hydro Electric Fee
Retroactively from April 1 <sup>st</sup> , 2023, to March 31 <sup>st</sup> , 2025	\$250.00
from April 1 <sup>st</sup> , 2025, to March 31 <sup>st</sup> 2028	\$300.00

The Annual License Fee and the Hydro Electric Fee shall be payable annually in one-lump sum by the Licensee to the Licensors on the 1<sup>st</sup> day of April of each year of the Renewal Term.

4. **Additional Fees:** In addition to the License Fee and the Hydro Electric Fee, the Licensee shall continue to pay all other amounts payable under the License Agreement including, without limitation, the Recoverable Costs incurred by the Licensors, the whole in accordance with the provisions of the License Agreement.
5. **Condition of the Equipment Room, Communications Spaces and Deemed Area:** The Licensee acknowledges that the Licensors have made no promises, declarations nor any undertakings regarding the condition of the Equipment Room, the Communications Spaces and the Deemed Area, any modifications, upgrades, installation of any kind of equipment in the Equipment Room, the Communications Spaces and the Deemed Area and that as of the Renewal Commencement Date, the Licensee continues its use of the Equipment Room, the Communications Spaces and the Deemed Area on their "as is" basis.
6. **Insurance:** During the Renewal Term, the Licensee shall comply with all mandatory requirements set out in Article 10 (Insurance) of the License Agreement. It being understood that the Licensee will also subscribe and maintain a business interruption insurance "broad form" providing standard coverage for a minimum period of 12 months, the amount of which shall be sufficient to compensate the Licensee for all loss of earnings and for additional expenses attributable namely to the perils to be insured against, which insurance shall also include endorsements required by the Licensors.

The following provisions shall also be included in Licensee's certificate of insurance:

- (a) a waiver by Licensee's insurers of any subrogation rights, which Licensee's insurers may have against Licensors and any mortgagee and against those for whom they are in Law responsible; and
- (b) for the insurance policies required a "standard mortgage clause (approved by the Insurance Bureau of Canada)" endorsement.

Accordingly, Licensee undertakes to remit to the Licensors a copy of its certificate of insurance for the Equipment Room, Communications Spaces and the Deemed Area within 10 days of the signing of the present First Amendment by the parties.

Notwithstanding the foregoing and provided that: (i) the Licensee is Telus Communications Inc.; and (ii) the Licensee has not transferred the License Agreement, in whole or in part; the Licensee shall be entitled to self-insure for all damages or loss covered by any insurance policy set forth in Article 10 (Insurance) of the License Agreement as amended by the present First Amendment, subject to the following:

- (a) the expression "self-insure" 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 this First Amendment et the License Agreement;
- (b) 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 Licensors); and

- (c) 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
  - 1) undertake the defense of any such claim, including the defense of the Licensors, at its sole cost and expense, and
  - 2) 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.

7. **No Tacit Renewal:** The License Agreement and this First Amendment shall expire without notice or demand being necessary at the end of the Renewal Term. Should the Licensee remain in occupancy of the Equipment Room, the Communications Spaces and the Deemed Area after the expiration of the Renewal Term without having obtained the Licensors' prior written consent (the **Overholding Period**), such Overholding Period shall not constitute a renewal or extension of the License Agreement and this First Amendment. If the Licensee continues to occupy the Equipment Room, the Communications Spaces and the Deemed Area after the end of the Renewal Term, the Licensee shall then be deemed to be occupying the Equipment Room, the Communications Spaces and the Deemed Area against the Licensors' will, who may exercise any recourse available by Law to evict the Licensee and claim damages from the Licensee. During any Overholding Period, the License Fee and the Hydro Electric Fee shall be equal to 2 times the License Fee and the Hydro Electric Fee payable during the year preceding the Overholding Period and all the other terms and conditions of the License Agreement and this First Amendment (including without limitation the Recoverable Costs) shall remain the same. The Licensors may also repossess the Equipment Room, the Communications Spaces and the Deemed Area and evict the Licensee from them without notice or compensation and without affecting any other remedies it may have under the terms hereof or by virtue of the law.

8. **Subordination and Attornment:**

8.1. It is an essential condition of the License Agreement, as amended by the present First Amendment, that all of the Licensee's rights under the License shall be subordinated to the rights of any present or future creditor of any mortgage, land lease assignment, trust deed, bond, debenture or charge resulting from any instrument of financing, collateral financing or refinancing from time to time affecting the Building or other assignee of Licensors' rights under this License and of any land lease or other lessor under any land lease or underlying lease affecting the Building, in whole or in part, and that if the Licensors' title is terminated by reason of default by Licensors in the performance of its obligations under any mortgage, assignment, trust deed, bond, debenture or charge resulting from any instrument of financing, collateral financing or refinancing from time to time affecting the Building or under any other assignment or land lease or underlying lease to which Licensee's rights are subordinated, Licensors' title is terminated, the Licensee will attorn to and recognize as landlord or licensor under the License, such lessor or the acquirer of the Building pursuant to any action taken under any such mortgage, assignment, trust deed, bond, debenture or charge resulting from any instrument of financing, collateral financing or refinancing from time to time affecting the Building.

8.2. The Licensee will, within 5 days of a Licensors' request, furnish to the Licensors under any land lease or underlying lease and to each creditor under a mortgage, assignment, trust deed, bond, debenture or charge resulting from any instrument of financing, collateral financing or refinancing from time to time affecting the Building or the land, a written statement that this License Agreement as amended by the present First Amendment is in full force and effect and that the Licensors has complied with all its obligations under this License Agreement (or state those with which it has not complied) and any other reasonable written statement, document or estoppel certificate requested by any such creditor or landlord.

9. **Condition of the Equipment Room, Communications Spaces, Deemed Area at the end of the Renewal Term:** At the end of the Renewal Term (or any renewal thereof) or its earlier termination, the Licensee shall deliver vacant possession of the Equipment Room, the Communications Spaces and the Deemed Area and will remove from the aforementioned spaces and the Building, at its cost, all the Communications Equipment and the Connecting Equipment and any leasehold improvements related thereto. The Licensee further undertakes to ensure that the Equipment Room, the Communications Spaces, the Deemed Area and any part of the Building affected by the removal are left clean, in a proper state of repair and are back to their original condition. If the Licensee fails to respect its obligations prior to the expiration of the Renewal Term, the Licensor may remove all the leasehold improvements and/or the Communications Equipment and/or the Connecting Equipment and repair the Equipment Room, the Communications Spaces and the Deemed Area as stipulated above, and the Licensee shall pay upon demand all costs and expenses incurred by the Licensor (including an administration fee of 15%), such fees being payable upon demand.
10. **Force Majeure:** Notwithstanding any provision to the contrary, in addition to the provision set out in Article 30 (Force Majeure) of the License Agreement, the parties recognize and agree that any party may not claim an event of Force Majeure with regards to a monetary obligation. Moreover, an event of Force Majeure does not permit the Licensee to request: (i) a postponement, reduction or abatement of Licensee Fee, Hydro Electric Fee or additional fees; (ii) the early termination of the License Agreement and this First Amendment; or (iii) any indemnity or compensation whatsoever against any amount payable by the Licensee under the License Agreement and this First Amendment.
11. **Renewal Options:** Provided that: (i) this First Amendment is signed by the parties; (ii) the Licensee is not in default under the terms and conditions of the License Agreement and this First Amendment and (iii) the Licensee has not transferred the License Agreement or subleased the Equipment Room, the Communications Spaces and the Deemed Area, in whole or in part; subject to Section 15 of the License Agreement, the Licensor hereby grants to the Licensee 2 options to further renew the Renewal Term for 2 additional periods of 5 years each, the first option commencing on April 1<sup>st</sup>, 2028 and terminating on March 31<sup>st</sup>, 2033 (the **First Renewal Option**) and the second option commencing on April 1<sup>st</sup>, 2033 and terminating on March 31<sup>st</sup>, 2038 (the **Second Renewal Option**) (collectively the **Renewal Option**), upon the same terms and conditions set out in the License Agreement and this First Amendment, with the exception that:
- (a) there shall be no further option to renew the Renewal Term;
  - (b) the Equipment Room, the Communications Spaces and the Deemed Area shall be accepted by the Licensee in the same state as that in which they are at the end of the then current Renewal Term;
  - (c) there shall be no work executed in the Equipment Room, the Communications Spaces and/or the Deemed Area by the Licensor;
  - (d) there shall be no free License Fee nor Hydro Electric Fee periods, no allowance nor any monetary inducements allocated to the Licensee;
  - (e) the Licensor may, at its sole discretion, modify the insurance coverages mentioned in the License Agreement, as amended by this First Amendment, to reflect the Licensor's then applicable standards; and
  - (f) the License Fee and Hydro Electric Fee shall be fixed as follow:
    - i) during the First Renewal Option, plus applicable taxes:



License Fee for the First Renewal Option	
Periods	Annual License Fee
form April 1 <sup>st</sup> . 2028, to March 31 <sup>st</sup> , 2029	\$2,850.92
form April 1 <sup>st</sup> . 2029, to March 31 <sup>st</sup> 2030	\$2,936.44
form April 1 <sup>st</sup> . 2030, to March 31 <sup>st</sup> 2031	\$3,024.54
form April 1 <sup>st</sup> . 2031, to March 31 <sup>st</sup> 2032	\$3,115.27
form April 1 <sup>st</sup> . 2032, to March 31 <sup>st</sup> 2033	\$3,208.73

Hydro Electric Fee for the First Renewal Option	
Period	Annual Hydro Electric Fee
form April 1 <sup>st</sup> , 2028, to March 31 <sup>st</sup> , 2033	\$350.00

ii) during the Second Renewal Option, plus applicable taxes:

License Fee for the Second Renewal Option	
Periods	Annual License Fee
form April 1 <sup>st</sup> . 2033, to March 31 <sup>st</sup> , 2034	\$3,304.99
form April 1 <sup>st</sup> . 2034, to March 31 <sup>st</sup> 2035	\$3,404.14
form April 1 <sup>st</sup> . 2035, to March 31 <sup>st</sup> 2036	\$3,506.27
form April 1 <sup>st</sup> . 2036, to March 31 <sup>st</sup> 2037	\$3,611.46
form April 1 <sup>st</sup> . 2037, to March 31 <sup>st</sup> 2038	\$3,719.80

Hydro Electric Fee for the Second Renewal Option	
Period	Annual Hydro Electric Fee
form April 1 <sup>st</sup> , 2033, to March 31 <sup>st</sup> , 2038	\$400.00

The Licensee shall notify the Licensor in writing of its intention to exercise a Renewal Option, which notice must be received by the Licensor not more than 15 months nor less than 12 months prior to the expiry of the then current Renewal Term (the **Renewal Notice**), failing which, the License Agreement, as amended by this First Amendment shall terminate at the expiry of the then current Renewal Term or at the applicable Renewal Option and any subsequent Renewal Option(s) shall automatically become null and void and of no further effect.

The Renewal Options are personal to the Licensee and cannot, in any case, be transferred or assigned.

12. **Modifications to the License Agreement:** As of the signature of the present First Amendment by the parties:

- 12.1 The Schedule "A" of the License Agreement is hereby deleted and replaced by Schedule "A" attached hereto.
- 12.2 The Schedule "B" and "C" of the License Agreement are hereby deleted and replaced by Schedule "B" attached hereto.
- 12.3 Section 2 (Grant) paragraph (f), sub-paragraph (i) of the License Agreement is hereby amended by the addition of the following paragraph:
- "To that effect, the Licensee undertakes to identify the Licensee's Equipment, Entrance Cable and Existing Equipment, and any of its cabling located in the Building, Deemed Area, Communications Spaces and Equipment Room in accordance with the Licensors' specifications attached hereto as **Schedule "D"**."
- 12.4 The Schedule "C" attached hereto is added to the License Agreement as Schedule "D".
- 12.5 Notices' section of the Information Page and Article 20 (Notices) of the License Agreement are hereby deleted and replaced by the following:

**"20. 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, to the following address:

**TELUS COMMUNICATIONS INC.**  
25 York Street, 22nd Floor  
Toronto (Ontario) M5J 2V5

To the attention of: Richard Johnson, Manager Building Access

or by e-mail at: richard\_johnson@telus.com

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

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

13. **Language and Communications:** The parties specifically declare that they have requested the present First Amendment be drawn up in the English language. The Licensee hereby requests that any further documentation or communication be drafted in English. *Les parties déclarent qu'elles ont demandé que le présent Premier Amendement soit rédigé en anglais. Le Titulaire de la licence requiert que tous les documents ou communications futures soient rédigés en anglais.*

The Licensee hereby accepts that general documents or communications addressed to all the tenants of the Building be written in French and in English, and hereby waives any recourse that the Licensee may have against the Licensors with respect to the validity of said document or communication.

14. **Broker:** The Licensee represents to the Licensors that no broker is involved in this transaction. Any brokerage commission with respect to this transaction, including any offer or agreement preceding this

First Amendment, shall be borne exclusively by the Licensee, and the Licensee shall indemnify the Licensor for any claim with respect thereto, except if the Licensor gave a precise written mandate to a broker or an agent with respect to the present transaction.

It is agreed that all the terms and conditions of the License Agreement, as modified by the present First Amendment, remain valid and unchanged, except for section (b) of Article 4 (Term – Option to Renew) of the License Agreement, along with the mention of the Article entitled "Renewal Term:" on the Information Page which are, as of the present date, deleted and of no further effect. Unless otherwise provided, all expressions used in the present have the same meaning as attributed in the License Agreement.

The Licensee hereby recognizes that all terms and conditions of this First Amendment shall remain confidential. The Licensee undertakes to ensure that this covenant is at all times respected by its employees and representatives.

The Licensee must accept the present by signing hereunder and returning one electronic copy to the Licensor at the latest on **June 13, 2025** failing which the present First Amendment shall be deemed, at Licensor's discretion, 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 First Amendment 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. Johnson, our best regards.

**600 DMO COMPLEX L.P.**, herein acting and represented by its general partners 9449-4200 Québec Inc. and Olam Holdings Inc., themselves represented by their manager Petra Ltd

*Nathalie Gauthier*  
Nathalie Gauthier  
Property Manager

Encl. Schedules "A", "B" and "C"

READ AND ACCEPTED by the Licensee, this 4<sup>th</sup> day of June 2025.

TELUS COMMUNICATIONS INC.

By: 

Name:

Title:

*Richard Johnson*  
*Manager, Building Access*

By: \_\_\_\_\_

Name:

Title:

READ AND ACCEPTED by the Licensor, this 11 day of June 2025.

600 DMO COMPLEX L.P., herein acting and represented by its general partners 9449-4200 Québec inc. and Olam Holdings Inc., themselves represented by their manager Petra Ltd

By: 

Patrice Bourbonnais  
President

By: 

Tom Arseneault  
Vice President, Finance



## **SCHEDULE "B"**

### **EQUIPMENT**

Equipment will be installed in accordance with the terms set out in License Agreement, as amended by the present First Amendment. The Licensee's Communications Equipment may at some point include any of the following (or equivalent):

- Telecom equipment racks
- Cable transport ladder
- Fiber transport trough
- Fiber termination panel
- Fiber splice panel
- Various rack mount electronics
- Fiber optic and copper cable as required
- Rack mount fuse panel
- Fiber optic patch cords
- Copper termination panels
- Security screen
- Fire rated plywood
- Hydro breaker panel
- Fiber optic vertical guide
- EMT conduit, as required
- Pull boxes
- CISCO 4000 Ethernet Router
- Media Convert Shelf
- Nortel OC48 ADM
- Hydro check Meter
- ADC DSX panels (DS1 – DS3)
- Chain-link caging and combination lock

## SCHEDULE "C"

### IDENTIFICATION STANDARDS

The Licensee shall respect the following standards when installing telecommunication conduits, equipment or cables in the Deemed Area, Communications Space and Equipment Room or any part of the Building.

#### 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- 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- 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.