

TELECOMMUNICATIONS LEASE AGREEMENT

BETWEEN

**CARREFOUR DE L'ESTRIE HOLDINGS INC. BY ITS MANAGER IVANHOÉ
CAMBRIDGE INC.**

(the "Landlord")

- and -

TELUS COMMUNICATIONS INC.


(the "Tenant")

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INFORMATION PAGE

This page sets out information which is referred to and forms part of the 3rd PARTY TELECOMMUNICATIONS LEASE AGREEMENT made as of the 25th day of September 2017 between the *CARREFOUR DE L'ESTRIE HOLDINGS INC. BY ITS MANAGER IVANHOÉ CAMBRIDGE INC.* as the **Landlord** and *TELUS COMMUNICATIONS INC.* as the **Tenant**. The information is as follows:

Building: The Building municipally known as 900 Boulevard de Maisonneuve Ouest, in the City of Montreal, and the Province of Quebec.

Floor Area of Deemed Area: thirty (30) square feet.

Commencement Date: the 1 February 2018

Gross Rent: the annual sum of Seven Hundred and Fifty Dollars (\$750.00 CAD) plus Taxe

Notices: Landlord

Carrefour de l'Éstrie Holdings Inc. by
its manager Ivanhoe Cambridge Inc.
1001, rue du Square-Victoria
Bureau C-500
Montreal, Quebec H2Z 2B5

Tenant

Telus Communications Inc.
25 York Street, Floor 22
Toronto, Ontario M5J 2V5
Attention: Building Access Department

TPS 142026921 RT0001

TVQ 1020412891 TQ0001

Term: The period starting on the Commencement Date, and ending on the 31 day of december, 2022.

Renewal Term: Two (2) options to renew the Agreement for a period of five (5) years.

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[Signature]

TELECOMMUNICATIONS LEASE AGREEMENT

This Lease Agreement made as of this 31 day of 02, 2018

BETWEEN:

**CARREFOUR DE L'ESTRIE HOLDINGS INC. BY ITS MANAGER IVANHOÉ
CAMBRIDGE INC.**

(hereinafter the "Landlord")

- and -

TELUS COMMUNICATIONS INC.

(hereinafter the "Tenant").

1. DEFINITIONS

In this Agreement the capitalized terms appearing herein shall mean the following:

"Affiliate": a company that is affiliated with another within the meaning of the Canada Business Corporations Act.

"Agreement": this agreement, its Exhibits and Schedules and Information Page.

"Broadcasting": any transmission of programs, whether or not encrypted, by radio waves or other means of telecommunication for reception by the public by means of any device.

"Building": the building situated on the Lands; municipally described on the Information Page and Schedule A.

"Business Day": a day that is not Saturday, Sunday, or a statutory holiday.

"Cable": fibre optic, coaxial, copper cables and wires.

"Commencement Date": the date stated as the Commencement Date on the Information Page.

"Communications Equipment": cabinets, racks, electronic equipment and other equipment that (i) have been installed by the Tenant or a corporate predecessor of the Tenant, before the date of this Agreement, or (ii) are installed, or are to be installed by the Tenant, in the Deemed Area as described in Schedule "B", and (iii) such other

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equipment as may be installed by the Tenant during the Term and Renewal Term, as approved by the Landlord in accordance with Section 7.

"Communications Spaces": telecommunications pathways and cable pathways (if any) on or in the Building designated by the Landlord, acting reasonably, for use by the Tenant through which Cable will be installed and occupants of the Building and such other pathways used by the Tenant during the Term and Renewal Term as approved by the Landlord in accordance with Section 7.

"Connecting Equipment": the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that (i) have been installed by the Tenant or a corporate predecessor of the Tenant before the date of this Agreement, or (ii) are described in Schedule "C" and are installed, or to be installed by the Tenant, through the Entrance Link, and the Communication Spaces, and (iii) such other connecting equipment as may be installed by the Tenant in the Building during the Term and Renewal Term, as approved by the Landlord in accordance with Section 7, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

"Consumer Price Index": (All Items for Regional Cities, base year 2002=100) for the city in which the Building is located, or if there is no Consumer Price Index for that city, for the city in Canada nearest the Building for which there is a Consumer Price Index published by Statistics Canada (or by a successor or other governmental agency, including a provincial agency). If the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by the Landlord, acting reasonably, will be used. If a substitution is required, the Landlord will make the necessary conversions. If the base year is changed by Statistics Canada or the applicable governmental agency, the necessary conversions will be made.

"Cross Connection": the connection of one wire or cable under the management and control, or ownership of one party to a wire or cable under the management and control or ownership of another, by anchoring each wire or cable to a connecting block and placing a third wire between the two, or by any other means, and any other connection of the telecommunications system or any of its components that is under the management, control or ownership of one party to that of another, or any of its components.

"CRTC": the Canadian Radio-television and Telecommunications Commission.

"Deemed Area": the area described in Schedule "B".

"Entrance Cable": the Cable installed or to be installed by the Tenant that connects the Tenant's telecommunications network from the property line of the Lands to the Communications Equipment and to the Main Distribution Frame and includes the tie Cables between the Communications Equipment and the Main Distribution Frame.

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"Entrance Link": the core sleeve, or other penetration designated by the Landlord, acting reasonably, through the Building's foundation walls or elsewhere containing the Entrance Cable.

"Equipment Room": the area containing the Main Distribution Frame for the Building.

"Event of Default": defined in Section 17.

"Existing Equipment": that part of the Tenant's Equipment installed before the date of this Agreement.

"Rent": any amount payable by the Tenant under this Agreement.

"Hazardous Substance": any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Building is situated or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenals, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

"In-Building Wire": as defined by the CRTC constitutes copper wires, Cable and other facilities which originate in the Equipment Room and run to the telephone closet on each floor and thereafter to but not within the premises of the tenant's or occupants in the Building.

"Information Page": the sheet attached to this Agreement as "Page IP".

"Inside Wire": wires and other facilities which are usually in, or in proximity of, premises of the tenants or occupants of the Building, and which are under those persons' or entities' responsibility and control.

"Lands": the lands occupied by the Building.

"LEC": a local exchange carrier regulated by the CRTC.

"Tenant's Equipment": the Communications Equipment and the Connecting Equipment.

"Gross Rent": the annual sums stated as the Gross Rent on the Information Page.

"Main Distribution Frame": the main distribution frame or other physical location for the Cross Connection of a TSP's Entrance Cable to the In-Building Wire located in the Building.

"Multi-Dwelling Unit Building": as defined by the CRTC in Decision 2003-45 constituting a building with at least two units and at least one unit occupied by a tenant.

"Normal Business Hours": 8:00 a.m. to 6:00 p.m. on a Business Day.

"Owner(s)": the owner or owners from time to time of the freehold or leasehold title of the Lands, the Building or either of them.

"Plans and Specifications": the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Section 7.

"Prime": the rate quoted from time to time as its "Prime Rate" for commercial loans in the City in Canada where the Landlord's head office is situated, by the bank indicated on the Information Page, as the "Prime Rate Reference Bank".

"Recoverable Costs": the costs and expenses, plus an administration fee of fifteen percent (15%), particularized on Schedule "E" for building services requested of the Landlord by the Tenant or causal to the Tenant's construction, installation, and operation activities relating to the Tenant's Equipment. Payment will be made, in each case, within thirty (30) days of the Services in the Building. However, Recoverable Costs shall not include costs that would be incurred by the Landlord in any event, costs that have already been incurred by the date of execution of this Agreement, the costs associated with the negotiation, management, administration, monitoring and enforcement of this Agreement or of other agreements with TSPs invoice.

"Released Tenant Persons": the Tenant and the officers, directors, employees, agents and contractors of the Tenant.

"Released Landlord Persons": the Landlord and Owner(s) and property manager of the Building and any lender that holds security on the Building, and the respective officers, directors, employees, agents and contractors, of all and any of them.

"Renewal Term": the renewal term(s) noted on the Information Page.

"Services": the telecommunications or other communications services to be provided by the Tenant to tenants or occupants in the Building.

"Security Deposit": ~~the sum of [*] dollars ([*]) paid by the Tenant to the Landlord in accordance with Section 21 of this Agreement.~~

"Services": the telecommunication or other communication services to be provided by the Tenant.

"Technical Representative": a person or entity retained by the Landlord to provide technical advice, management and supervision services for all or part of the Communications Spaces, risers, ducts, conduits, sleeves, communications pathways (including the Communications Spaces), roof areas and other telecommunications related facilities in or serving the Building.

"Term": the period of time stated as the Term on the Information Page.


"TSP": a telecommunications or other communications service provider.

2. GRANT

- (a) the Landlord grants to the Tenant for the Term, a non-exclusive right:
 - (i) to install, operate, maintain, repair, replace, and remove, at the Tenant's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
 - (ii) to use the Entrance Link, Main Distribution Frame, and Communications Spaces;
 - (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and
 - (iv) connect the Tenant's Equipment to the In-Building Wire and Inside Wire.
- (b) The Tenant shall be provided access to the Lands and Buildings in order to exercise its non-exclusive lease, during normal business hours, except in the case of an emergency, subject to:
 - (i) the Landlord's reasonable security requirements;
 - (ii) the notice requirement as provided in Section 9(b); and
 - (iii) an event of Force Majeure as provided in Section 32.
- (c) The Tenant shall use the Equipment Room and Deemed Area for the sole purpose of providing Services to its clients, tenants and occupants in the Building. The Tenant is expressly forbidden to serve other properties from the Building.
- (d) The Landlord may at any time, require the Tenant, to relocate within the Building any or all of the Tenant's Equipment, and the Deemed Area. Upon receipt of not less than one hundred and twenty (120) days advance written notice from the Landlord, (a "Relocation Notice") the Tenant shall relocate the Tenant's Equipment and the Deemed Area. The Landlord shall permit the Tenant to effect any relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location. If a Relocation Notice is delivered, the Tenant, will, within fifteen (15) days after its receipt deliver written notice to the Landlord setting out particulars of its estimate of the Relocation Costs and, the Landlord will be entitled to rely upon that estimate in proceeding with the relocation. The Landlord may at any time within fifteen (15) days after receipt of the Tenant's estimate of the

Relocation Costs rescind its Relocation Notice by giving written notice to the Tenant to that effect.

- (e) The Landlord makes no warranty or representation that the Equipment Room, Deemed Area, the Communications Spaces or any part of the Building is or are suitable for the Tenant's use.
- (f) The Landlord may grant, renew or extend similar rights to other suppliers of telecommunications services. This Agreement is revocable only in accordance with the express terms of this Agreement.
- (g) The Tenant agrees to assist the Landlord in improving the space and operating efficiencies within the Building by undertaking the following, at the Tenant's cost, at the request of the Landlord and within timeframes approved by the Landlord, acting reasonably:
 - (i) identifying Existing Equipment;
 - (ii) upon reasonable request from the Landlord, to achieve improved space and operating efficiencies in connection with specific cases, examining, identifying and labelling specific items of Existing Equipment;
 - (iii) relocating, reconfiguring and improving space and operating efficiencies related to Existing Equipment in accordance with the reasonable requests of the Landlord, but subject to Section 2(d); and
 - (iv) removing all abandoned cable as required by applicable fire codes, and all flammable cable that is dangerous by virtue of its location within the Building; and
 - (v) upon request from the Landlord and with reasonable time to respond in the circumstances, providing to the Landlord its existing available information on its Existing Equipment, e.g. concerning types of wiring, wiring casings, materials used in the Existing Equipment, sizes, capacities and other information, where that other information may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements where the requirements of the Landlord's insurers.
- (h) The relationship between the Landlord and the Tenant is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

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3. RENT

- (a) The Landlord and Tenant agree that the Gross Rent shall be Seven Hundred and Fifty Dollars (\$750.00) to be paid annually in advance at the commencement date anniversary as the sole purpose of the Equipment is to service Telus Distributed Antenna System which terms and conditions are depicted on the agreement therein. Should the Tenant service any other occupants of the Building, the Tenant agrees the Gross Rent shall be adjusted accordingly by way of an amending agreement and the Tenant shall pay the Gross Rent to the Landlord annually in advance without any set-off, deduction or abatement whatsoever.
- (b) The Tenant shall also pay to the Landlord any Recoverable Costs incurred by it within thirty (30) days after receipt of each itemized invoice, without deduction or set off.
- (c) Interest will accrue at that rate of interest that is three percent (3%) greater than Prime on any arrears of Rent payable by the Tenant, and will be payable when payment of the interest is demanded.
- (d) Value added taxes and similar taxes such as "QST" or "GST" are payable by the Tenant on all Rent.

4. TERM - OPTION TO RENEW

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page.
- (b) Provided that the Tenant is not in default of any of its obligations under this Agreement, this Agreement will automatically be renewed for the Renewal Term(s) unless the Tenant gives the Landlord at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of the Tenant's intention not to renew. Each Renewal Term will be governed by the same terms and conditions set out herein except for: (i) any further right to renew, and (ii) the Gross Rent, which shall be the then prevailing market rate at the time of the renewal or the Gross Rent during the last year of the initial Term or the previous Renewal Term (if any) whichever is higher.

5. USE

- (a) The Communications Spaces, Deemed Area and the Equipment Areas may be used by the Tenant for the installation, operation and maintenance of the Tenant's Equipment and for no other purpose.
- (b) No part of the Tenant's Equipment may be used by the Tenant to provide Services to tenants or occupants of the Building (except signals from the

- (c) The Tenant must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Agreement does not provide for the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment.

~~6. ELECTRIC UTILITIES~~

~~The Landlord will estimate, acting reasonably, the amount of electricity consumed by the Tenant which amount plus an administration fee of fifteen percent (15%) of the amount shall be paid by the Tenant when it is billed. The Landlord may require the Tenant to install an electrical submeter, make and model to be determined by the Landlord, at the Tenant's expense to estimate the amount of electricity consumed by the Tenant. Alternatively, the Tenant may install a meter at its cost and in that case it will pay for its electricity consumption directly to the utility supplier. The Tenant has no obligation to provide emergency or "backup" power to the Tenant. Any provision of emergency or "backup" power shall be the sole responsibility of the Tenant.~~

The Landlord has no obligation to provide emergency or "backup" power to the Tenant. Any provision of emergency or "backup" power shall be the sole responsibility of the Tenant. No interruption or malfunction of any utility service will be a breach by the Landlord of any of the Landlord's obligations. The Landlord does not guarantee the quantity or character of any utility service.

7. CONSTRUCTION

- (a) Subject to what is stated below, prior to performance of any work, or the making of any installation, and prior to changes, alterations or upgrades to any existing work or installation in the Building, the Tenant shall, at its sole cost and expense, prepare and deliver to the Landlord working drawings, plans and specifications for the work or installation detailing the type, size and location of the Tenant's Equipment that is proposed to be installed, altered or removed, the Communication Spaces to be used by the Tenant and the Deemed Area, all specifically describing the proposed construction and work. All working drawings, plans and specifications must be prepared in accordance with applicable engineering standards, and will be considered as part of the Plans and Specifications when they have been approved by the Landlord, in writing. No work shall commence until the Landlord has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. The Landlord's approval of Plans and Specifications is not deemed a representation that the Tenant's Equipment will not cause interference with other systems in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Tenant.
- (b) Since the structural integrity of the load bearing capability of the roof of the Building, the moisture resistance of the Building membrane, the aesthetic

characteristics of the roof, interior and exterior of the Building, as well as the ability of the Landlord to use all parts of the Building are of critical importance, the Plans and Specifications must be sufficiently detailed to ensure that these concerns are protected. The Tenant may be required to construct a form of screen barrier or enclosure, or paint the Tenant's Equipment for aesthetic reasons, in accordance with Plans and Specifications approved by the Landlord.

- (c) The Tenant warrants that, except for the Existing Equipment, the installation of the Tenant's Equipment shall be in strict compliance with the approved Plans and Specifications.
- (d) The erection, installation, operation, maintenance, repair, relocation and replacement ("Operations") of the Tenant's Equipment shall at the Landlord's option for those portions of the Operations which affect the roof of the Building, Building structure or base Building systems, either be performed by the Landlord, or performed by persons designated by the Landlord and under the Landlord's supervision.
- (e) The Tenant agrees that installation and construction shall be performed:
 - 1. in a neat, responsible, and good and workman-like manner;
 - 2. strictly consistent with such reasonable requirements as shall be imposed by the Landlord and communicated in advance to the Tenant in writing;
 - 3. in accordance with all applicable laws, rules and regulations, industry standards and best practices;
 - 4. in accordance with the Building Rules and Regulations as set out in Schedule "D"; and
 - 5. using only contractors approved in writing by the Landlord (it being acknowledged that, without limitation, a lack of or incompatible union affiliation of a contractor is a reasonable basis for failing to approve a contractor).
- (f) The Tenant shall label each Tenant's Equipment, Existing Equipment, and Cable installed by the Tenant install in the Building, Communications Spaces, in each telephone closet through which the Cables pass, and, in addition, at any intervals and at additional locations that the Landlord might reasonably require. The labelling will be in a format approved by the Landlord acting reasonably.
- (g) The Tenant shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Landlord prior to commencement of construction

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and work. The Tenant's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over the Tenant's operations.

- (h) The Tenant shall not, during construction or otherwise block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways.
- (i) The Tenant may amend or supplement the Plans and Specifications approved by the Landlord, from time to time, with the written consent of the Landlord, for the purpose of serving tenants and occupants of the Building. All terms and conditions of this Section 7 shall apply.
- (j) Prior to the installation of any additional Tenant's Equipment under this Agreement, the Tenant will also provide to the Landlord whatever information the Landlord reasonably requires concerning types of wiring casings, materials used in the Tenant's Equipment, sizes, capacities and other information which may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Landlord's insurers. From time to time at reasonable intervals, the Landlord may require the Tenant to update the information referred to above in connection with the Tenant's Equipment and the Tenant will complete the update by confirmation in writing no later than ten (10) Business Days after written request.

8. COVENANTS

- (a) The Tenant covenants as follows:
 - (i) The Tenant shall, at its sole cost and expense, maintain and repair the Deemed Area and the Tenant's Equipment in proper operating condition and maintain them in satisfactory condition as to safety;
 - (ii) the Tenant shall, at its sole cost and expense, repair any damage to the Building, Communications Spaces and any other property owned by the Landlord or by any tenant of the Landlord or by any other occupant of the Building where such damage is caused by the Tenant or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If the Tenant fails to repair or refinish the damage, the Landlord may repair or refinish such damage and the Tenant shall reimburse the Landlord all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs.

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This Section shall survive the expiration or earlier termination of this Agreement;

- (iii) the Tenant shall not interfere with the use and enjoyment of the Building by the Landlord or by tenants of the Landlord or tenants or occupants of the Building or other buildings. If such interference occurs, the Landlord may give the Tenant written notice thereof and the Tenant shall correct same as soon as possible but not more than forty-eight (48) hours after receipt of notice. If the Tenant fails to correct the conditions after proper notification, the Landlord may take any action the Landlord deems appropriate to correct the conditions, all at the cost of the Tenant, plus an administration fee equal to fifteen percent (15%) of those costs;
- (iv) the Tenant's Equipment shall not disrupt, adversely affect, or interfere with other providers of communications services in the Building installed prior to this Agreement, the Building's operating, elevator, safety, security, or other systems, or with any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties. The Tenant shall correct such interference as soon as possible but not more than forty-eight (48) hours after receiving written notice of such interference;
- (v) the Tenant will comply with all Building Rules and Regulations as set out in Schedule "D", as periodically adopted by the Landlord and/or its Technical Representative acting reasonably, and will cause its agents, employees, contractors, invitees and visitors to do so;
- (vi) the Tenant will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Deemed Area, the Equipment Room, the Tenant's Equipment and In-Building Wire, including the Tenant's provision of services (including but not limited to Safety Code 6 issued by Health Canada and Industry Canada).
- (vii) the Tenant will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the In-Building Wire. Despite the foregoing, the Landlord acknowledges and agrees that the Tenant is permitted to allow other local exchange carriers to connect to and use copper In-Building Wire under its responsibility and control and conversely, to connect to and use copper In-Building Wire under the control and responsibility of other local exchange carriers, at no cost.

- (viii) Except as required or mandated by the CRTC, the Tenant will not permit any other TSP to co-locate equipment in its Deemed Area nor will it permit any other TSP to connect to any of the Tenant's Equipment or to use any part of the Tenant's Equipment;
- (ix) the Tenant will strictly comply with all occupational health and safety legislation, workers' compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable; and
- (x) if the Landlord elects to retain a Technical Authority, the Tenant will, to the extent directed by the Landlord (i) recognize the Technical Authority as the duly authorized representative of the Landlord, and (ii) abide by all reasonable policies, directions and decisions of the Technical Authority pertaining to matters such as the use of Communication Spaces and other areas within the Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns.

(b) The Landlord covenants:

- (i) To operate, repair and maintain the Building and Building systems and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards;
- (ii) that any consent or approval of the Landlord pursuant to the terms of this Agreement shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for; and
- (iii) subject to the Tenant reimbursing the Landlord for the Landlord's reasonable costs in doing so, and subject to payment to the Landlord of an administration fee of fifteen percent (15%) of those costs, to cooperate with the Tenant to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Tenant's construction, installation and operations provided for in this Agreement, in or in respect of the Building.
- (iv) If the operation of the Tenant's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Building, the Landlord shall, to the extent that it is commercially reasonable, upon being provided by the Tenant with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Tenant in obtaining removal or amelioration of the interference within a time frame that is

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appropriate having regard to the nature and extent of the interference.

9. ACCESS

- (a) The Tenant's authorized representatives may have access to the Equipment Room at all times during normal business hours, and at other times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving and repairing the Tenant's Equipment. The Landlord will give the Tenant's authorized employees or properly authorized contractors, subcontractors, and agents of the Tenant ingress and egress to the Lands, Building and Communications Spaces including non-exclusive use of an elevator during normal business hours, and at other times as agreed by the parties in advance. However, only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of the Tenant, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building, Communications Spaces, Equipment Room, or other areas in the Building and only upon the conditions set forth in this Agreement. The Tenant shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communications Spaces, Equipment Room, or other areas in the Building.
- (b) Except in the event of an emergency and as described below, the Tenant will give at least twenty-four (24) hours' notice to the Landlord of its intent to enter Communications Spaces. At the time that notice is given, the Tenant shall inform the Landlord of the names of the persons who will be accessing the Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. The Landlord, its employees, contractors, and/or agents will follow the Landlord's rules and regulations for access to the Building which may change from time to time without notice. For routine service and repair visits to the Building during normal business hours for which purposes the Tenant requires access without advance notice in order to meet its CRTC-mandated service provisioning and service repair intervals this notice may be given at the time of the entry, to the security person, or other person designated for that purpose by the Landlord. Any person who accesses the Building Communication Spaces, or any other part of the Building which the Landlord designates outside of normal business hours, may be required by the Landlord to be accompanied by a representative of the Landlord designated for that purpose and the cost of providing this form of accompaniment or supervision will be paid by the Tenant to the Landlord based on hourly wage and employment cost plus an administration fee of fifteen percent (15%). In the event of any emergency, the Tenant shall give to the Landlord as much advance notice as reasonably possible of its intent to enter the Communications Spaces and, within five (5) Business

Days following the entry, shall provide to the Landlord a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.

- (c) Nothing in this Agreement shall prohibit or otherwise restrict the Landlord and its representatives from having access to and to enter upon and into the Equipment Room or any Deemed Area for the purpose of inspections, conducting maintenance, repairs and alterations which the Landlord wishes to make in connection with the Building, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room, Deemed Area, or the Building or for such other purposes as the Landlord considers necessary. The Landlord will, however, except in case of an emergency, give the Tenant at least twenty-four (24) hours advance notice before entry into the Deemed Area and will be accompanied by a representative of the Tenant if the Tenant makes a representative available for that purpose within forty-eight (48) hours of the Tenant's receipt of the Landlord's notice.
- (d) Notwithstanding anything to the contrary, the Tenant shall, and shall direct or instruct its employees, contractors, agents and other representatives to cease all construction or other works on, or in the vicinity of the Building between November 15th and January 15th of each year (the "Winter Period") so as not to disturb, disrupt, inconvenience or hinder the Landlord, its tenants, employees, customers or other occupants while at the Building, in any way during the Winter Period. For greater certainty, construction or other work carried out during the Winter Period by the Tenant exclusively within the Equipment Room and/or Deemed Area shall be permitted so long the Landlord, its tenants, employees, customers and other occupants are not disturbed, disrupted, hindered, or inconvenienced by said work.

10. INSURANCE

- (a) The Tenant shall maintain in force, at its expense, during the Term of this Agreement and any Renewal Term, a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Landlord, acting reasonably, insuring the Tenant and, as additional insureds, the Landlord, the Owner(s), any property manager or any lender that holds security on the Building that the Landlord may reasonably designate by written notice, only in respect of matters related to the operations of the Tenant in the Building, with a combined single limit of Ten Million Dollars (\$10,000,000.00) per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Building and tangible property of the Landlord in the Building or bodily injury or death of the Landlord's employees, or bodily injury or death or physical damage to tangible property suffered by any of the

customers of the Tenant and their employees in the Building. The Tenant's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies, will contain owners' and contractors' protective coverage, standard non-owned automobile coverage, contingent employer's liability insurance, a cross liability and severability of interests clause, and be written on an occurrence basis.

- (b) The Tenant will also maintain (i) an automobile liability insurance policy, and (ii) all risk property insurance (including flooding and earthquake) and broad comprehensive boiler and machinery insurance on the Tenant's Equipment with a sufficient insured limit to cover its replacement cost and with a waiver of subrogation against the Landlord from the property insurers or, alternatively, the Tenant may self insure for the full replacement cost of the Tenant's Equipment.
- (c) The Tenant's Commercial General Liability insurance shall be primary insurance insofar as the Landlord and the Tenant are concerned, with any other insurance maintained by the Landlord being excess and non-contributing with the insurance of the Tenant required hereunder with respect to the extent of the negligence of Tenant and those over whom it is responsible in law.
- (d) The Tenant shall provide proof of such insurance to the Landlord prior to commencement of any construction and notify the Landlord, in writing, that a policy is cancelled or materially changed to the detriment of the Landlord at least thirty (30) days prior to such cancellation or material change. Annually, on the anniversary of the Commencement Date, or upon renewal of the respective policies as the case may be, the Tenant shall provide proof of such insurance in the form of insurance certificates signed by the Tenant's insurance brokers or its insurers' authorized representatives and in form, content, and detail consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) to the Landlord, acting reasonably.
- (e) The Landlord will maintain all risk property insurance on the Building.

ORIGINAL



11. RELEASE BY TENANT

In no event will the Landlord be liable to the Tenant and the Tenant releases the Landlord for:

- (a) any damage to the Tenant's Equipment, Equipment Room, and Deemed Area or loss of use of such property;
- (b) the quality, adequacy, compatibility or sufficiency of any Building Communication Spaces provided to the Tenant hereunder, it being acknowledged by the Tenant that all Building, Communication Spaces are provided "as is" and "where is", the use of which is at the sole risk of the Tenant;
- (c) the activities of any third party, under the terms of another telecommunications access lease or similar agreement, whether or not the party has been escorted while within the Building;
- (d) any claims resulting from lightning or other electrical current passing through the Building or facilities that cause any damage to the Tenant's Equipment or result in the interruption of any service by the Tenant;
- (e) the inadequacy of any utility service, or the loss of or the failure to provide any utility service save and except for the failure of the Landlord to provide reasonable prior written notice in accordance with Section 6. The Tenant acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in office buildings and the Tenant further acknowledges that any sensitive Equipment in and on the Building will be protected by the Tenant from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems; or
- (f) any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of or use of property referred to in paragraph (a), or damage to property in respect of which the Tenant maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party insurer or the Tenant self insures, it being acknowledged that the Landlord, in requiring the Tenant to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Landlord.

This release extends to any acts or omissions of the Landlord but not to any grossly negligent or wrongful wilful acts or omissions of the Landlord.

ORIGINAL

12. RELEASE BY LANDLORD

The Landlord releases the Tenant in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Landlord's property in respect of which the Landlord maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party insurer or the Landlord self-insures, it being acknowledged that the Tenant, in requiring the Landlord to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Tenant.

13. HYPOTHECS

Tenant will pay before delinquency all costs for work done or caused to be done by Tenant in the Building which could result in any hypothec or encumbrance on Landlord's interest or Tenant's interest or both in the Lands or the Building or any part thereof, will keep the title to the Lands and the Building and every part thereof free and clear of any hypothec or encumbrance in respect of such work and will indemnify and hold harmless Landlord against any claim, loss, cost, demand and legal or other expense, whether in respect of any hypothec or otherwise, arising out of the supply of material, services or labor for such work. Tenant will immediately notify Landlord of any such hypothec or claim in relation thereto or other action of which it has or reasonably should have knowledge and which affects the title to the Lands and the Building or any part thereof, and will cause the same to be removed within five (5) days (or such additional time as Landlord may consent to in writing), failing which Landlord may take action as Landlord deems necessary to remove the same and the entire cost thereof will be immediately due and payable by Tenant to Landlord, including all judicial and extra-judicial fees, costs and disbursements on a substantial indemnity basis.

14. CONSEQUENTIAL DAMAGES - EXPANDED MEANINGS - AGENCY AND TRUST

- (a) Neither the Landlord nor the Tenant will be liable to the other (regardless of any other provision of this Agreement), in respect of any indirect, special, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.
- (b) Wherever a release is provided for under this Agreement in favour of the Landlord, it will be deemed to include the Released Landlord Persons. The Landlord acts as agent or trustee for the benefit of the Released Landlord Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.

- (c) Wherever a release is provided for under this Agreement in favour of the Tenant, it will be deemed to include the Released Tenant Persons. The Tenant acts as agent or trustee for the benefit of the Released Tenant Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.

15. ASSIGNMENT, SUBLEASING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE TENANT

- (a) The Tenant shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Landlord which consent may not be unreasonably withheld. Despite what is stated above, the Tenant may assign its rights under this Agreement, on a bona fide basis, to an Affiliate without the prior written consent of the Landlord, to a purchaser of substantially all of the assets of the Tenant if: (i) the assignee executes an agreement with the Landlord to be bound by the terms of this Agreement and agrees to pay the reasonable costs of the Landlord incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of the Tenant, an assignment in respect of which the Landlord's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Landlord those reasonable particulars which the Landlord requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Landlord reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement mentioned above and to satisfy itself that the requirements stipulated above are satisfied.
- (b) No assignment whether to an Affiliate or otherwise, shall release the Tenant from any liability or obligation under this Agreement, unless the Landlord provides a release in writing.
- (c) The Tenant will not sublease, co-locate, share the use of, or otherwise provide the benefit of this Agreement to any third party telecommunication provider or other communication service provider and will not mortgage or encumber its rights under this Agreement in favour of any Lender without the Landlord's consent.
- (d) Despite what is stated above, the Tenant will be permitted to assign its rights under this Agreement to a bona fide lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking. However, this permission does not imply or allow the inference that the Landlord waives, or is willing to forbear from the exercise of its remedies under this Agreement, should an Event of Default occur, nor that any lender will have any greater rights than the Tenant in respect of this

Agreement, including but not limited to the restrictions set out in this Section 15.

16. HAZARDOUS MATERIALS

The Tenant shall not install, bring upon, or use any Hazardous Substance into or on the Building except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Tenant's business in the Building, and provided that any such use is in compliance with all applicable laws. The Tenant shall indemnify and hold the Released Persons and any party the Landlord is responsible for at law, harmless from any claim, loss, cost, damage, or expense resulting from any breach regarding the installation or use of any Hazardous Substance brought into or on the Lands or Building by the Tenant, including any and all costs incurred in remedying such breach.

17. EVENTS OF DEFAULT - TERMINATION REMEDIES

- (a) Each of the following events shall be deemed to be an Event of Default by the Tenant under this Agreement:
 - (i) the Tenant defaulting in the payment of any Gross Rent, amount, or portion thereof, or other sum of money due to the Landlord and such default continues for more than five (5) Business Days, after written notification of such default by the Landlord to the Tenant;
 - (ii) there is interference with the telecommunications or computer equipment of the Landlord, any tenant, or any other occupant of the Building or any other telecommunications or computer devices provided in the Building by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Tenant's Equipment, which interference is not cured within forty-eight (48) hours of the Tenant's receipt of written notice by the Landlord of such interference;
 - (iii) the revocation of the Tenant's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Tenant's providing of such services;
 - (iv) the Tenant's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Tenant; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Tenant for the appointment of a trustee, receiver or liquidator of the Tenant or of any of the Tenant's property or a proceeding by any governmental authority for the dissolution or liquidation of the Tenant;

- (v) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Tenant under any loan or debt obligation;
- (vi) the ceasing of the Tenant to carry on business in the ordinary course;
- (b) if the Tenant shall default in the observance or performance of any of the Tenant's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Landlord to the Tenant; and
- (vii) if the Tenant, its employees, contractors, agents or other representatives performs construction or other work at, or in the vicinity of the Building during the Winter Period.
- (c) Upon or after the occurrence of an Event of Default the Landlord may elect to terminate this Agreement without limiting its other remedies.
- (d) If the Landlord shall default in the observance or performance of any of the Landlord's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Tenant to the Landlord, the Tenant may terminate this Agreement without limiting its other remedies.

18. RESTORATION OBLIGATIONS

At the expiration or earlier termination of this Agreement the Tenant shall, at the Tenant's sole cost and expense, without hypothecs or other encumbrance, remove the Tenant's Equipment, Cable, and all of the Tenant's personal property from the Building. If any property that is required to be removed is not so removed within twenty (20) Business Days after the termination, the property may be removed and disposed of by the Landlord at the Tenant's expense (and the Tenant will pay an administration fee equal to fifteen percent (15%) of the expense). As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of the Tenant's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Tenant further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Tenant's Equipment. If the Tenant fails to repair or refinish any such damage, the Landlord may, in its sole discretion, repair or refinish such damage and the Tenant shall reimburse the Landlord of all costs and expenses incurred in such repair or refinishing and will pay to the Landlord an administration fee equal to fifteen percent (15%) of the cost. The Tenant will provide to the Landlord upon completion of the removal of the Tenant's Equipment an engineer's report confirming completion of the removal in accordance with this Agreement.

19. LANDLORD'S ALTERATIONS

Despite anything else in this Agreement, the Landlord may, at any time, make any changes in, additions to or relocations of any part of the Building; may grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building, may close all or any part of the Building to such extent as the Landlord considers necessary to prevent the accrual of any rights in them to any persons; and the Landlord may also make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by the Tenant) which serve any part of the Building. No claim for compensation shall be made by the Tenant by reason of any inconvenience, nuisance or discomfort arising from work done by the Landlord but the work will be done as expeditiously as is reasonably possible.

20. NOTICES

- i. Any demand, notice or other communication to be made or given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date of delivery, provided that delivery is made before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated on the Information Page. Notices given by electronic means will not be considered to have been given in writing.
- ii. The Tenant is hereby authorized and directed to make all payments of rent, fees and other sums which are payable by the Tenant to the Landlord under this agreement to the Landlord's agent and manager as follows:

Ivanhoe Cambridge Inc.
900 Boulevard de Maisonneuve Ouest
Montreal, Quebec H3A 0A8

or in accordance with further written direction by the Landlord or its agent and manager from time to time and this shall be the Tenant's good, sufficient and irrevocable authority for so doing.

21. SECURITY DEPOSIT

~~Should the Tenant default under any of its obligations, the Landlord may apply all or any part of the Security Deposit toward the cost of remedying the default, without limiting its right to full compensation and should it do so, the Tenant will within five (5) business days of a written request, reimburse to the Landlord the full amount so applied plus applicable taxes so that the original amount of the Security Deposit is restored.~~

22. TENANT'S EQUIPMENT TO REMAIN PERSONAL PROPERTY

Except as otherwise provided in this Agreement, the Tenant's Equipment and Cable shall remain personal property of the Tenant although it may be affixed or attached to the Building, and shall, during the Term of this Agreement, or any Renewal Term, and upon the expiration of this Agreement belong to and be removed by the Tenant.

23. RIGHT TO LEASE ONLY

This Agreement creates a non-exclusive right to lease only and the Tenant acknowledges that the Tenant does not and shall not claim any interest or estate of any kind or extent whatsoever in the Building, Communications Spaces, or Equipment Room by virtue of this Agreement or the Tenant's use of the Building, Communications Spaces or Equipment Room. The Tenant waives any right which it may have or enjoy at any time pursuant to Articles 1859, 1861, 1863 and 1867 of the Civil Code of Quebec, or any replacement legislation.

24. LIMITATION OF LIABILITY

The obligations of the Landlord under this Agreement shall no longer be binding upon the Landlord if the Landlord or Owner(s) sells, assigns or otherwise transfers its interest in the Building as owner or lessor (or upon any subsequent landlord or owner after the sale, assignment or transfer by such subsequent landlord). If there is such a sale, assignment or transfer, the Landlord's obligations shall be binding upon the grantee, assignee or other transferee of the interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed those obligations. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. For greater clarity, nothing in this Section releases the Landlord from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

25. SPECIFIC TERMINATION RIGHTS

In addition to the other termination rights provided to it in this Agreement, either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the other party:

- (a) Where the Building has been destroyed, or damaged to such an extent that it is not feasible to repair it within a period of one hundred and eighty (180) days after the damage;
- (b) where the Deemed Area or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;
- (c) where the Building is expropriated by a lawful authority;

- (d) where the Landlord wishes to redevelop, or otherwise alter the Building in such a manner as to, in the Landlord's opinion, make the relocation of any part of the Deemed Area or the Tenant's Equipment not feasible; or
- (e) the Tenant is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the provisioning of Tenant Services or any other matters required by the Tenant to provide Tenant Services.
- (f) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC.

26. ESTOPPEL CERTIFICATES

The Tenant will provide to the Landlord from time to time, within ten (10) Business Days of the Landlord's written request in each case, at no cost to the Landlord, a statement duly executed by the Tenant confirming that this Agreement is in good standing confirming, the Rent payable and the Rent actually paid to any date specified by the Landlord for the statement confirming the Commencement Date, the Term, any Renewal Term to which it claims to be entitled, and any other information that the Landlord reasonably requests pertaining to this Agreement or Building.

27. LANDLORD'S AUTHORITY

The Landlord represents that it has full authority to execute this Agreement on behalf of the Owner(s). The obligations of the Landlord under this Agreement are the obligations of the Owner(s) and not the Landlord itself except to the extent it is an Owner.

28. SEVERAL OBLIGATIONS - NON-RECOURSE

The liability of each of the Owner(s) where there are more than one, is several and not joint, or joint and several and is limited to the interest of the Owner(s) from time to time in the Building.

29. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties.

30. STANDARDIZED AGREEMENT

The Tenant acknowledges that the Landlord is currently in the process of completing a standardized template agreement in relation to its telecommunication service agreements between the Landlord and telecommunication service providers. In the event the Landlord finalizes said standardized template during the Term or Renewal

Period of this Agreement, the Tenant and the Landlord agree to negotiate in good faith to replace this Agreement with a standardized template agreement, agreed upon by both parties acting reasonably. For clarity, this Agreement will remain in full force and effect, subject to the terms herein, during the period in which the Tenant and the Landlord are negotiating a new standardized template agreement.

31. TENANT'S REPRESENTATION

The Tenant represents to the Landlord and acknowledges that the Landlord relies upon this representation and would not have entered into this Agreement but for that representation, that, the construction, design and operation of the Tenant's Equipment includes back-up, redundant and "fail safe" features so that the risk of damage, malfunction or disruption of the Tenant's Equipment disrupting service to customers or other third parties utilizing that network and equipment (except for telecommunication services between (i) the customers of the Tenant or the customers of telecommunication service providers that lease local loops from the Tenant to serve customers within the Building and (ii) persons communicating with those customers) is minimized.

32. FORCE MAJEURE

Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, Force Majeure means, if during the Term either party to this Lease will be unable to perform any of the terms, obligations, or conditions contained in this Lease due to strikes, walkouts (except for strikes or walkouts directly involving employees of Tenant), civil commotion, warlike operations, governmental regulations or controls, acts of God, pandemics, inability to procure materials or services, otherwise beyond the reasonable control of such party. Notwithstanding anything contained in this Lease to the contrary, nothing in this Force Majeure provision will relieve Tenant from payment of Rent as required in this Lease and insolvency or lack of funds will not relieve any party to this Lease from fulfillment of any obligation arising from any part of this Lease.

33. IMPLIED WAIVERS

A waiver by the Landlord or the Tenant of any breach of the terms, covenants and conditions of this Agreement shall not be deemed to be a waiver of the term, covenant or condition or of any subsequent breach of it or any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to have been waived unless the waiver is in writing and signed by the Landlord or the Tenant, as the case may be.

34. SEVERABILITY

If any provision of this Agreement or any part of a provision is found to be illegal or unenforceable then it will be severed from the rest of this Agreement and the rest of this Agreement will be enforceable, accordingly.

35. GOVERNING LAW

This Agreement will be governed by the laws of the province in which the Building is situated.

36. REGISTRATION

This Agreement may not be registered on title to the Building.

37. CONFIDENTIALITY

Any Confidential Information (as defined below) provided by one party to the other party herein shall remain the Confidential Information of the disclosing party and no receiving party shall disclose such Confidential Information without the prior written consent of the disclosing party, or unless disclosure of such Confidential Information is compelled by judicial or regulatory process or otherwise by law or if the Confidential Information has been made public without any action by the receiving party. "Confidential Information" means any information which is confidential in nature, whether such information is or has been conveyed to the receiving party orally or in written or other tangible form, and whether such information is received directly or indirectly such as in the course of discussion or other investigations by receiving party. Notwithstanding the foregoing, the absence of any identification shall not relieve receiving party of the obligation to treat as confidential, information which would be considered confidential by a person exercising reasonable business judgment. For greater certainty, this provision shall not be construed to prevent either party from disclosing any of the terms of this Agreement to its auditors, and financial and/or legal advisors.

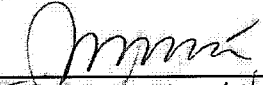
38. LANGUAGE

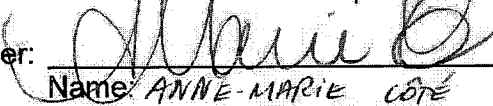
The parties to this Agreement have expressly requested that this Agreement be written in English. Les parties à la présente convention ont expressément demandé cette Convention soit rédigée en langue anglaise.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Agreement in multiple original counterparts as of the day and year first above written.

**CARREFOUR DE L'ESTRIE HOLDINGS
INC. BY ITS MANAGER IVANHOE
CAMBRIDGE**

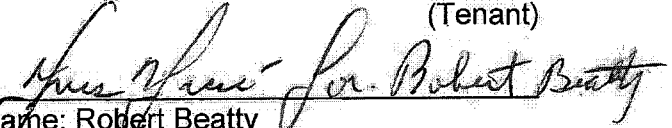
(Landlord)

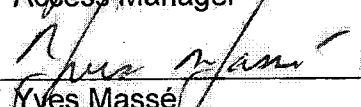
Per: 
Name: JOHANNE MALCOTTE
Title: VICE PRESIDENT, OPERATIONS


Per: 
Name: ANNE-MARIE CÔTÉ
Title: SENIOR DIRECTOR LEGAL AFFAIRS, OPERATIONS
I/We have authority to bind the corporation

TELUS COMMUNICATION INC.

(Tenant)

Per: 
Name: Robert Beatty
Title: Access Manager

Per:  07/02/2018
Name: Yves Massé
Title: Droit et Accès

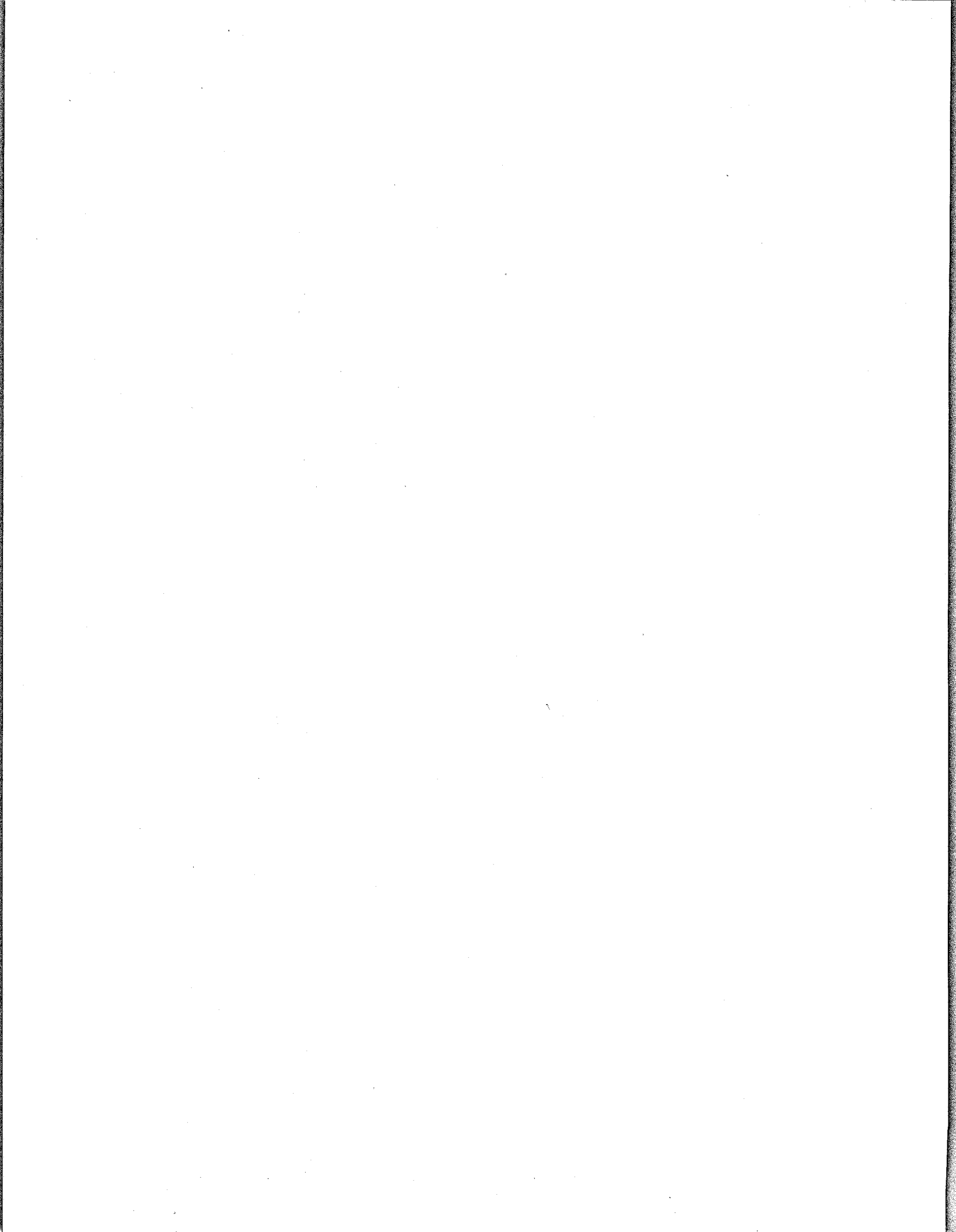
ORIGINAL 

SCHEDULE "A"

LEGAL DESCRIPTION

ORIGINAL





SCHEDULE "C"

LIST OF COMMUNICATION EQUIPMENT



Le 22 août 2016

Monsieur Jean-François Legault

Téléphone : (514) 209-2226

Courriel : jean-francois.legault@rona.ca

Objet : RONA INC. / 3400 BOULEVARD DE PORTLAND, SHERBROOKE

Projet : 2613213-T1-D01

Monsieur,

Notre firme, *Telecon Design*, a été mandatée par *Telus Québec* afin d'exécuter la conception d'un réseau de fibres optiques pour le projet ci-haut mentionné.

Par la présente, nous vous transmettons les plans de l'extérieur et de l'intérieur de l'édifice du 3400 Boulevard de Portland à Sherbrooke afin d'obtenir votre consentement.

Voici une brève description des travaux que nous avons à faire afin d'installer notre fil de service Telus de 12 fibres.

À l'extérieur du bâtiment, un poteau 35' -7 sera installé par le client (Rona Inc.) (Voir plan 2/6 repère 1). Le fil de service Telus 12 FO FT4 sera à installer (Voir plan 2/6 repère 1 à 2). Au mur extérieur, une attache murale sera installée par le client (Rona Inc.) (Voir plan 3/6 repère 1). Le fil de service Telus 12 FO FT4 sera installé par Telus (Voir plan 3/6 repère 1 à 2). Le revêtement métallique sera percé et scellé par le client (Rona Inc.) (Voir plan 3/6 repère 2).

T 514-356-6117 F 450-781-0518
4455 Autoroute Laval Ouest, Suite 295, Laval, Qc H7P 4W6
telecon.ca

telecon
design MEMBRE DU GROUPE TELECON

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À l'intérieur du bâtiment, au niveau du rez-de-chaussée, le fil de service Telus 12 FO FT4 sera attaché aux poutrelles métalliques au plafond par Telus (Voir plan 4/6 repère 1 à 2) et sera installé dans le conduit client métallique ø 3" existant au plafond par Telus (Voir plan 4/6 repère 2 à 3).

Au niveau de la mezzanine, le fil de service Telus 12 FO FT4 sera installé dans le conduit client métallique ø 3" existant dans le plafond suspendu par Telus (Voir plan 5/6 repère 1 à 2) et sera installé dans le plafond suspendu par Telus (Voir plan 5/6 repère 2 à 3), jusqu'au nouveau boîtier de terminaison situé dans le local informatique 209 (Voir plan 5/6 repère 2 et plan 6/6). Veillez prendre note que nous n'avons aucun besoin électrique.

Les travaux seront exécutés par Telecon, l'entrepreneur général de Telus Québec, qui aura besoin d'accès aux locaux. Après avoir eu votre autorisation (signature du présent document et plans associés ou lettre approuvant les travaux ou un courriel), un responsable de Telecon vous contactera pour prendre les arrangements nécessaires afin d'avoir accès au bâtiment. Espérant recevoir une réponse favorable dans les plus brefs délais, afin que nous puissions donner le service à notre client le plus rapidement possible; n'hésitez surtout pas à communiquer avec M. Alexandre Rhéaume au 514-356-6185 pour tout renseignement complémentaire. Nous vous remercions à l'avance de votre collaboration et vous prions d'accepter, Monsieur, l'expression de nos sentiments les plus distingués.

Stéphane Goulet pour
Alexandre Rhéaume
Concepteur - Télécommunications
Bureau : 514-356-6185
Cellulaire : 514-777-4070

/sg

p. j. Plans 1/6 à 6/6 inclusivement désignant l'emplacement des travaux et le document "Travaux préparatoires finaux" décrivant les travaux à être effectués par le client (Rona Inc.).

telecon
design MEMBER OF THE TELUS GROUP

ORIGINAL

SCHEDULE "D"

BUILDING RULES AND REGULATIONS

The Landlord may change the Building Rules and Regulations from time to time without notice.

[Landlord to insert a copy of their standard construction rules and regulations and telecommunication rules and regulations (if available) and a copy of the installation standards for rooftop equipment.]

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SCHEDULE "E"

RECOVERABLE COSTS

The Recoverable Costs are the costs of:

- (a) architectural, mechanical and electrical consulting fees to provide or review architectural, electrical and heating, ventilating and air-conditioning design for construction of additional main terminal room or point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of the Tenant's Equipment;
- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Tenant's requirements;
- (c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for the Tenant's Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;
- (d) the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of the Tenant;
- (e) construction for additional space or reconstruction or modification of existing space to accommodate the Tenant and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of the Tenant including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;
- (f) any other reasonable costs of facilitating the initial set up of the Tenant's operations within the Building; and
- (g) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 7.
- (h) Security escort as contemplated by Section 9.
- (i) A one time fee of \$[*], administration fee included.
- (j) Any and all reasonable additional costs verifiably incurred by the Landlord in operating the Building arising from or attributable to the Tenant's Equipment.

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- (k) Any and all taxes or assessment against the Building arising from or attributable to the Tenant's Equipment.

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