

SECOND RENEWAL AGREEMENT

THIS AGREEMENT made as of the 14th day of May, 2025.

AMONG:

1239079 ONTARIO LIMITED
Having an address at c/o Davpart Inc.
4576 Yonge Street, Suite #700, Toronto, ON M2N 6N4
(the "Landlord")

--and --

TELUS COMMUNICATIONS INC.
(successor in interest to **Telus Communications Company**)
Having an address at 25 York Street, Floor 29, Toronto, ON M5J 2V5
(the "Tenant")

WHEREAS the Landlord and Telus Communications Company ("Telus") entered into a point of presence lease dated March 16, 2016, for the lease of certain space in the building municipally described 25 Adelaide Street East, Toronto, Ontario as well as access in order that Telus could provide telecommunications services for a initial term of five (5) years commencing on February 1, 2015 and expiring on January 31, 2021 (the "Initial Term");

AND WHEREAS by a certificate of good standing dated October 2, 2017 and an assumption agreement dated October 1, 2017 between Telus and the Tenant, Telus changed its name to the Tenant;

AND WHEREAS by a letter agreement dated November 5, 2020, between the Landlord and the Tenant, the parties agreed to amend and extend the term of the point of presence lease for a term of five (5) years commencing on February 1, 2021 and expiring on January 31, 2025 (the "First Renewal Term"), as more particularly set out therein;

AND WHEREAS the Initial Term and First Renewal Term are hereinafter collectively referred to as the "Term";

AND WHEREAS the point of presence lease, certificate of good standing, assumption agreement and letter agreement are hereinafter collectively referred to as the "Lease"; and

AND WHEREAS the Landlord and the Tenant wish to renew the Lease.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The parties hereto acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.

2. The Term is hereby renewed for a period of Five (5) years commencing on February 1, 2025 (the "Effective Date") and expiring on January 31, 2030 (the "Second Renewal Term").

3. The Second Renewal Term shall be upon the same terms and conditions as are contained in the Lease save and except that the Lease shall be amended as follows as of the Effective Date:

(a) Section 3.01 ("Rent") of the Lease is hereby amended by inserting the following at the end of subsection (b) thereof:

- "(c) February 1, 2021 to January 31, 2025 – *One Thousand, One Hundred and Twenty-Five — xx/100 Dollars (\$1,125.00)* plus H.S.T. per annum;
- (d) February 1, 2025 to January 31, 2026 – *One Thousand, Five Hundred — xx/100 Dollars (\$1,500.00)* plus H.S.T. per annum;
- (e) February 1, 2026 to January 31, 2027 – *One Thousand, Five Hundred and Thirty-Seven — 50/100 Dollars (\$1,537.50)* plus H.S.T. per annum;
- (f) February 1, 2027 to January 31, 2028 – *One Thousand, Five Hundred and Seventy-Five — 94/100 Dollars (\$1,575.94)* plus H.S.T. per annum;
- (g) February 1, 2028 to January 31, 2029 – *One Thousand, Six Hundred and Fifteen — 34/100 Dollars (\$1,615.34)* plus H.S.T. per annum; and
- (h) February 1, 2029 to January 31, 2030 – *One Thousand, Six Hundred and Fifty-Five — 72/100 Dollars (\$1,655.72)* plus H.S.T. per annum."

4. Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the Lease.

5. The parties hereto represents and warrants that each has the full right, power and authority to enter into this Agreement with the other and each shall indemnify and save harmless the other in all

respects thereto. The parties hereto agree to execute all further assurances that each may reasonably request to give effect to the foregoing and the terms of this Agreement.

6. The Lease, as amended by this Agreement, is hereby ratified and confirmed and remains in full force and effect in accordance with its terms unamended other than as specifically provided for in this Agreement.

7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, subject to the express restrictions contained in the Lease.

8. This Agreement may be executed by counterparts and by facsimile or electronic (e mail) transmission, and if so executed, each document shall be deemed to be an original, shall have the same effect as if all parties had executed the same copy of this Agreement in hard copy and all of which copies when taken together shall constitute one and the same document. Upon acceptance or execution of this Agreement as aforesaid, original documents shall be executed by all of the parties hereto in the same form as the counterpart and/or facsimile and/or electronic version and delivered. The parties hereto shall use reasonable efforts to ensure that the documents are executed and delivered in hard copy within ten (10) business days of the acceptance or execution hereof by counterpart, facsimile and/or electronic means. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed and delivered this Second Renewal Agreement as of the date and year first written above.

May 10/05

1239079 ONTARIO LIMITED

By:



David Hofstedter
President

Authorized signatory

TELUS COMMUNICATIONS INC.

By:



Richard Johnson
Manager, Building Access

Authorized signatory.