

**LEASE AMENDMENT AGREEMENT NO. 5 ENTERED INTO IN MONTREAL,
PROVINCE OF QUEBEC AND DATED FOR REFERENCE AS OF OCTOBER 21, 2021.**
BETWEEN: **ADMINISTRATION ONZE TRENTE SHERBROOKE INC.** having its head
office at 1130 Sherbrooke W, Suite PH2, Montréal (Québec) H3A 2M8

(the "Lessor")

AND: **TELUS COMMUNICATIONS INC.** (successor in title to TELUS
Communications (Quebec) Inc.), a corporation having its head office at 120 —
7th Avenue SW, 4th floor, Calgary, province of Alberta, T2P 0W4;

(the "Lessee")

WHEREAS Administration Onze Trente Sherbrooke Inc. entered into an Service Provider
Access Agreement dated the fourteenth (14th) day of December 2001 (the "**Original Lease**")
whereby Administration Onze Trente Sherbrooke Inc. leased to the Lessee certain premises
containing a Gross Leasable Area of approximately one hundred (100) square feet (the
"Premises") located on the floor SL of the building known as 1130 Sherbrooke West, in
Montreal, Province of Quebec (the "**Building**").

WHEREAS the Lessor and the Lessee entered into a Renewal Agreement dated the thirteenth
(13th) day of November 2006 (the "**Renewal Agreement**") whereby Administration Onze Trente
Sherbrooke Inc. renewed the Original Lease for a period of five (5) years commencing on the first
(1st) day of November 2006.

WHEREAS the Lessor and the Lessee entered into a second (2nd) Renewal Agreement dated the
eighth (8th) day of April 2008 (the "**2nd Renewal Agreement**") whereby Administration Onze
Trente Sherbrooke Inc. renewed the Original Lease for a period of five (5) years commencing on
the first (1st) day of November 2008.

WHEREAS the Lessor and the Lessee entered into a third (3rd) Renewal Agreement dated the
seventh (7th) day of February 1 2012 (the "**3rd Renewal Agreement**") whereby Administration
Onze Trente Sherbrooke Inc. renewed the Original Lease for a period of five (5) years
commencing on the first (1st) day of November 2011.

WHEREAS the Lessor and the Lessee entered into a fourth (4th) Renewal Agreement dated the
twenty-seventh (27th) day of September 2016 (the "**4th Renewal Agreement**") whereby
Administration Onze Trente Sherbrooke Inc. renewed the Original Lease for a period of five (5)
years commencing on the first (1st) day of November 2016.

WHEREAS the Lessor and Lessee wish to amend the Lease and the Renewal Agreement and the
4th Renewal Agreement.

NOW, THEREFORE, THE LESSOR AND THE LESSEE AGREE AS FOLLOWS:

1. PREAMBLE AND CAPITALIZED TERMS

The above preamble is deemed to form part of this Agreement as if recited at length herein

and all capitalized terms used in this Agreement shall have the same meaning as the one respectively ascribed to them in the Lease and the Renewal Agreement unless otherwise defined herein.

2. AMENDED TERMS

The Term of the Lease is hereby extended for a period of ten (10) years commencing on November 1, 2021 and terminating October 31, 2031 (the "3rd Renewal Period").

During the Renewal Period, the Lessee shall pay to the Lessor the Total annual rental as follow:

- from November 1, 2021 to the October 2026, the Total Annual Rent payable by the Lessee shall be \$10,000.00 per annum. This amount reflects the "Additional Cooling" provided to the Lessee at the rate of \$2,000 per annum and shall be payable together with the Annual Rent. For further clarity, the Total Annual Rent payable by the Lessee shall be \$8,000.00 the "Annual Rental" plus \$2,000.00 the "Additional Cooling" for a total payable by the Lessee of \$10,000.00 per annum the "Total Annual Rent".
- from November 1, 2026 to the October 2031, the Total Annual Rent payable by the Lessee shall be \$12,000.00 per annum. This amount reflects the "Additional Cooling" provided to the Lessee at the rate of \$2,000 per annum and shall be payable together with the Annual Rent. For further clarity, the Total Annual Rent payable by the Lessee shall be \$10,000.00 the "Annual Rental" plus \$2,000.00 the "Additional Cooling" for a total payable by the Lessee of \$10,000.00 per annum the "Total Annual Rent".

The Total Annual Rental shall be payable by the Lessee to the Lessor in advance, on the first day of each year.

The Lessee shall have the right to renew the Lease for one (5) further, under the same terms and conditions, except for the annual rental which shall be mutually agreed to based on market rent for similar premises. The Lessee shall exercise its option to renew by written notice to the Lessor at least six (6) months prior to the expiration of the relevant period.

3. NOTICE

The Tenant's addresses indicated in the Lease are hereby deleted and replaced with the following:

TELUS Communications Inc.
25 York Street
Floor 22
Toronto, Ontario
M5J 2V5

Richard D. Johnson
Manager, Building Access

Office: 416-496-6893
Cell: 416-992-5684

The Lessee shall notify the Lessor during the Term of the Lease in the event of any changes to the above-stated contact information.

4. LEASE

The parties confirm that the Original Lease and the Renewal Agreement as modified by the provisions of this Agreement shall continue to apply, except as otherwise provided for under this Agreement, the Lease will continue to be in full force and effect and will continue to bind the parties.

5. GENERAL PROVISIONS

All amounts stipulated herein are net of GST and QST, each party hereby undertaking to pay those taxes in addition to the amounts stipulated herein.

6. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to its subject matter. No subsequent amendment to this document shall be binding upon the parties unless made in writing and signed by each of them. If any provision of this document is declared invalid by a competent tribunal, the remainder shall not be affected thereby.

7. LANGUAGE

The parties to this agreement have requested that this document be drawn up in English. *Les parties ont exigé que ce document soit rédigé en anglais.*

8. ACCEPTANCE

This Agreement is open for written acceptance until 4:59 pm on the 27th day of October 2021, after which time, if not accepted, this Agreement shall be null and void and of no further effect and neither party shall have any claim against the other with respect therefore. This Agreement may be accepted by signing and returning one duplicate copy or facsimile of this Agreement.

IN WITNESS WHEREOF the Landlord has executed this Agreement on the 3rd day of NOVEMBER, 2021.

ADMINISTRATION ONZE TRENTE SHERBROOKE INC.
(the "Lessor")

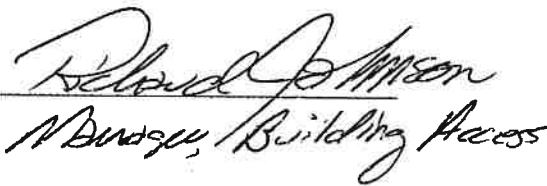
Per: _____



IN WHEREOF the Tenant has executed this Agreement on the 28th day of October, 2021.

TELUS COMMUNICATIONS INC.
(the "Lessee")

Per: _____



Richard Johnson
N Bridge, Building Access