

**THIRD AMENDMENT TO THE LEASE
RENEWAL OF THE LEASE TERM**

January 22nd, 2018

BETWEEN: **OLYMBEC DEVELOPMENT INC.**
(Previously: Olymbec Properties Reg'd)
333, Decarie Blvd., 5th Floor
St-Laurent, Quebec
H4N 3M9

(hereinafter referred to as the "Lessor")

Q.S.T.: 1217296397 TQ0001
G.S.T.: 833426604 RT0001

AND: **TELUS COMMUNICATIONS INC.**
(Previously: Telus Communications Company)
7th Floor-510 ST West Georgia
Vancouver, B.C.
V6B 0M3

(hereinafter referred to as the "Lessee")

MATRICULE: 1148459481

PREAMBLE

WHEREAS the Lessee and Lessor entered into a lease agreement executed on July 23rd, 2002 (the "**Initial Lease**"), with respect to premises located at 1350 Royale (the "**Building**"), said premises having an area of approximately **ONE HUNDRED (100) SQUARE FEET**, as shown on the attached Schedule "A", which said premises bear civic address **1350 Royale, SS1, Trois-Rivières, Quebec, G9A 4J4** (the "**Premises**") for an initial term expiring on the **31st day of October, 2007**;

WHEREAS by an agreement dated November 21st, 2007 (the "**First Renewal Amendment**"), the term was extended until **October 31st, 2012** (the "**First Extended Term**") according to the terms and conditions stipulated therein;

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WHEREAS by an agreement dated November 29th, 2012 (the “**Second Renewal Amendment**”), the term was extended until **October 31st, 2017** (the “**Second Extended Term**”) according to the terms and conditions stipulated therein;

WHEREAS Olymbec Development Inc. is the successor in rights, title and interest of Olymbec Properties Reg’d;

WHEREAS Telus Communications Company ceased to exist on October 1st, 2017 and its business was carried on by Telus Communications Inc;

WHEREAS the Lessee and Lessor are agreeable to extend the term by a period of **FIVE (5) YEARS**, the whole subject to the modifications and provisions contained herein (the “**Third Renewal Amendment**”);

WHEREAS the Initial Lease, the First Renewal Amendment, the Second Renewal Amendment and the Third Renewal Amendment are hereinafter referred to as the “**Lease**”.

IN WITNESS WHEREOF, THE LESSOR AND THE LESSEE MUTUALLY AGREE TO THE FOLLOWING:

1. PREAMBLE:

The preamble and Schedule “A” form an integral part hereof.

2. THIRD EXTENDED TERM:

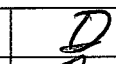
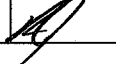
The term of the Lease is hereby extended for a further period of **FIVE (5) years**, to commence on **November 1st, 2017** (the “**Commencement Date of the Third Extended Term**”) and to be fully completed and ended on the **31st day of October, 2022**, unless the Lease is sooner terminated under the provisions thereof (the “**Third Extended Term**”).

3. CONDITION OF THE PREMISES:

The Lessee expressly covenants and agrees that it is fully aware of the condition of the Premises and hereby accepts the Premises in its present condition “as is” and acknowledges that the Lessor shall not perform any renovation, alterations or leasehold improvements in or to the Premises.

4. BASE GROSS RENT FOR THE THIRD EXTENDED TERM:

For the period commencing **November 1st, 2017** and terminating **October 31st, 2022**, a **yearly base gross rent** in the amount of **Three Thousand Six Hundred Dollars (\$3,600.00)**, plus G.S.T. and Q.S.T. (the “**Base Gross Rent for the Third Extended Term**”).

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The yearly Base Gross Rent for the Third Extended Term shall be payable consecutively and in advance on the First (1st) day of November of each year during the Third Extended Term, without the necessity of invoicing.

5. MODIFICATIONS TO THE LEASE:

Upon execution of this Third Renewal Amendment by the Lessee:

5.1 The following article (Lessor's Modification to the Building) is hereby added to the Lease:

Notwithstanding anything to the contrary contained in the Lease, the Lessor shall reserve the right, at all times and from time to time, to make modifications, additions, or extensions to the Building, as the Lessor, at its sole and total discretion, shall judge appropriate, and the Lessor may, without limiting the generality of the foregoing and without restriction, add floors, and/or change or modify the location, the dimensions and the specifications of pipes, wires, vents, mains, public utilities, mechanical systems, common areas, supports, beams, stairways, elevators, ramps, windows, openings, and other services of the Building (including services that may be included in the Premises). These modifications, additions, and extensions must be carried out with reasonable diligence and should not unreasonably diminish the Lessee's enjoyment of the Premises. Notwithstanding any provision contained herein to the contrary, in the event the Lessor, acting in good faith, decides to:

- a) Demolish the Building; or any portion thereof; and/or
- b) Substantially renovate the Building or any portion thereof; and/or
- c) Change the vocation in whole or in part;

such that vacant possession of the Premises is required, the Lessor, may upon not less than twelve (12) months prior written notice, terminate this Lease, whereupon this Lease shall expire as of the date set forth in the Lessor's notice, and neither party shall thereafter have any further obligation to the other hereunder, save for obligations arising prior to the termination date set forth in the Lessor's notice. The Lessee shall pay, on or before the termination date set forth in the Lessor's notice, all rentals and other amounts payable and due hereunder and shall surrender the Premises in accordance with the relevant terms regarding the surrender of the Premises upon the expiration date."

5.2 Articles 6 c) and d) (Cancellation for Cause) of the Initial Lease are hereby deleted and replaced with the following:

"c) If the **Defaulting Party** fails to comply with any of its obligations herein (other than a default under 6d)) and fails to correct the situation within five (5) days after written notice of such default shall have been given to the **Defaulting Party** by the **Other Party**, unless such default is incapable of being remedied within such period of five (5) days, in which case the **Defaulting Party** shall be entitled to such reasonable extension of time to enable such default to be remedied;

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d) If the **Defaulting Party** shall be in default of paying to the **Other Party** the gross annual rent or any other sums that are payable in virtue of the Lease, as of the due date as established by this Lease.”

5.3 The following is hereby added to Article 6 of the Initial Lease :

“Should the **Agreement** be terminated in accordance with the foregoing, **Telus Québec** must immediately vacate the **POP** and surrender the **POP** to the **Owner**. If the **Owner** terminated the **Agreement**, the **Owner** and its representatives may, without notice or any other legal process, immediately or at any time after the termination, enter the **POP** and dispossess **Telus Québec** and all persons in the **POP**, and remove all property located in the **POP**. The exercise by the **Owner** of any right it may have hereunder or by law shall not preclude the exercise by the **Owner** of any other right it may have hereunder or by law.”

5.4 Article 9 (Insurance) of the Initial Lease is hereby deleted and replaced with the following:

The Lessee shall, at its expense, procure and maintain at all times during Lessee’s occupancy of the Premises the following insurance coverages:

- a) “all risks“ property insurance (including sewer back-up, earthquake, flood and collapse) on a full replacement cost basis without depreciation insuring i) all property owned by Lessee, or upon which Lessee exercises care, custody and control, including the Premises, whether or not the property was installed by Lessee or installed by or on behalf of Lessee or by any third party and located within the Premises or within the Building including but not limited to fittings, installations, alterations, additions, partitions and all other leasehold improvements and ii) the Lessee’s inventory, furniture and moveable equipment. The policy shall contain a cross liability clause and include Lessor and/or its nominee as loss payee as Lessor’s interest may appear.
- b) business interruption insurance or extra expense insurance with at least 12 months’ indemnity in an amount that will reimburse the Lessee for direct or indirect loss of earnings attributable to all perils insured by the Lessee under subsections a) and c) of this Article and other perils commonly insured against by prudent lessees, or attributable to the prevention of access to the Premises or the Building as a result of those perils for any other reason.
- c) comprehensive commercial general liability insurance on an occurrence basis against claims for bodily injury, personal injury and property damage, contractual liability, Lessee’s legal liability, for the full replacement cost of the Premises without depreciation, with coverage including the use, activities and operations in the Premises of Lessee or any other person or entity and the use, activities, operations in any other part of the Building by the Lessee or any of its’ workers, contractors or persons or entities for whom the Lessee is in law responsible.

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The comprehensive general liability policy shall: 1) be written on a comprehensive basis with inclusive minimum limits of at least two million dollars (\$2,000,000.00) per occurrence, 2) contain a cross liability clause, 3) shall extend to cover any liability assumed by Lessee under the Lease, 4) include the Lessor and/or its nominee as additional insured, and 5) be for the full replacement value, without depreciation, of the Premises.

- d) any form of insurance and with whatever higher limits the Lessee, the Lessor (acting reasonably) or any hypothecary creditor of the Building requires from time to time in form, in amounts and for risks against which a prudent Lessee would insure.

All insurance policies shall (i) be taken out with reputable insurers, (ii) be non-contributing with, and will apply only as primary and not call into contribution any other insurance available to all and any of the Lessor, and (iii) contain an undertaking by the insurers to notify Lessor, in writing, not less than 30 days before any material change, cancellation or termination, (iv) contain a waiver of subrogation rights from Lessee's insurers in favour of Lessor (whether or not the damage is caused by Lessor's act, omission or negligence), (v) may have reasonable deductibles and (vi) co-insurance will be on a stated amount basis.

The Lessee shall forward to the Lessor a certificate of insurance and evidence of renewals thereof during the continuance of the Lease. Lessee acknowledges that no insurable interest is conferred on the Lessee under any of the Lessor's insurance policies and that the Lessee has no right to receive any proceed of any insurance policies carried by Lessor.

The minimum insurance requirements above shall in no manner limit or restrict the liability of the Lessee."

5.5 The following article (Indemnification) is hereby added to the Lease :

- a) At all times pertinent hereto, during Lessee's occupancy of the Premises, the Lessor, its employees, agents, representatives or any other person or entity for whom Lessor is responsible in law (herein collectively called "Lessor") are not liable in any way whatsoever for any damages of any nature whatsoever, loss, theft or destruction of property at any time in or on the Premises or the Building suffered by Lessee, its employees, agents, representatives, clients, guests or any other person or entity for whom Lessee is responsible in law (herein collectively called "Lessee") or any other person or entity who may be on the Premises or in the Building, resulting from any act, omission or negligence committed by anyone and of any nature whatsoever, save and except where such damage, loss, theft or destruction results from Lessor's intentional fault or gross negligence.
- b) Lessor shall not be held liable for any loss or damage against which Lessee must insure under the terms of the Lease.

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- c) Without limiting the generality of the foregoing, Lessee shall not be entitled to damages, expenses, claims, losses of any nature, direct and consequential, regardless of the cause, on account of fire or other casualty, save and except where such cause is Lessor's intentional fault. In addition, the Lessee shall not be entitled to any claim whatsoever or any rental abatement on account of: (a) the operation, faulty operation, interruption or breakdown of any of the base building systems, including but not limited to sprinklers, wires, electrical or other conduits, appliances, plumbing, sewers, heating and air conditioning, lighting, utility or public utilities, or by failure of Lessor to provide adequate drainage, snow or ice removal or any other services to be provided by Lessor; (b) fire, explosion, falling plaster, steam, gas, dampness, electricity, water, rain, flood, snow or leaks (including but without limitation, those from pipes, plumbing works, roof, basement or interior surfaces, floor or ceiling, or from the street or other place or source); (c) any act, omission, negligence or fault of the Lessee or any occupant or lessee of the Building as well as any owner or occupant of any neighbouring property to the Building or any third party; (d) the entry into the Premises by the owner, Lessor or its representatives to perform repairs, replacements, modifications, or improvements to the Building, the Premises or to one of its services, to exercise rights and recourses under the Lease, to fulfill any of the Lessee's obligations under the Lease; to enter in the case of emergency;
- d) Lessee hereby releases, holds harmless and indemnifies the Lessor from any and all liability for any damage, loss (including loss of rent payable by Lessee under the Lease) claims, expenses, actions, liabilities, costs, fines, penalties, charges, suits of any nature whatsoever for which the Lessor may be held responsible or incur by reason of the following: (a) any injury or damage caused to Lessee's property or property over and of which Lessee has custody, care and control whether located in or caused to the Premises or Building due, in whole or in part, to the fault or act of the Lessee (b) the use or occupancy by Lessee or any other person or entity of the Premises, Building or resulting from, in whole or in part, from any act or omission of Lessee or any other person or entity (c) alterations, work, repairs to property or installations done or made by Lessee, belonging to the Lessee or over and of which Lessee has the care, custody and control, performed or executed by Lessee or on his behalf by Lessor or by any third party (d) Lessee's equipment and machinery, regardless of who performs the maintenance or installation of said machinery or equipment, even if the cause of the damage is related to the installation, inspection, maintenance or rental of equipment and machinery by Lessor, save and except if the occurrence and cause of the damage can be attributed, in whole or in part to the intentional fault or gross negligence of Lessor (e) any default by the Lessee, including the non-performance by Lessee of its obligations under the Lease (f) any violation by the Lessee of laws, ordinances or regulations in force.

6. BROKERAGE COMMISSION:

The Lessee declares and confirms, by these presents, that no broker or agent was involved in the present transaction.

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Lessee	[Signature]

Consequently, the Lessee guarantees that no commissions or charges are payable to any broker or agent with respect to the present transaction. The Lessee shall indemnify and hold the Lessor harmless from any and all claims for commissions or charges.

7. SEVERABILITY:

Any Article, Section, Subsection or other subdivision of the Lease or any other provision of the Lease which is, or becomes, illegal, invalid or unenforceable shall be severed from the Lease and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof or thereof.

8. LANGUAGE:

The parties acknowledge having expressly required that this Third Renewal Amendment be drawn up in English. Les parties déclarent avoir expressément requis que ce Troisième Amendement soit rédigé en anglais.

9. ACCEPTANCE:

The present Third Renewal Amendment is open for signature and acceptance by the Lessee **until 3:00PM** on the **28th day of February, 2018**, after which it shall be null and void and of no effect.

Furthermore the present Third Renewal Amendment shall not be considered as binding the Lessor and the Lessee unless said Third Renewal Amendment is accepted and signed by the Lessor.

In addition, the present Third Renewal Amendment may not be considered as binding upon the Lessor, if at the time of its execution Lessee owes rent, additional rent or any other sums due to the Lessor. Lessor reserves the right, at its sole discretion to declare these presents null and void under those circumstances.

10. ENTIRE AGREEMENT:

Save and except for the terms and conditions contained herein, all other terms and conditions of the Initial Lease, as amended from time to time, shall remain unmodified and in full force and effect throughout the Third Extended Term.

The Lease, as defined herein, represents the entire agreement intervened between the parties with regard to the Premises. All capitalized terms used in the present Third Renewal Amendment shall have the same meaning attributed to them in the Initial Lease and shall be interpreted likewise, unless otherwise modified herein.

(SIGNATURES ON THE FOLLOWING PAGE)

INITIALS	
Lessor	D
Lessee	[Signature]

SIGNED AND ACCEPTED ON THIS 28 DAY OF FEBRUARY 2018

OLYMBEC DEVELOPMENT INC.



Witness

Per: **Dimitri Morcos**

SIGNED AND ACCEPTED ON THIS 5th DAY OF February 2018


TELUS COMMUNICATIONS INC.



Witness

Per: **Richard D. Johnson, Manager,
Building Access**

I have the authority to bind the company

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Lessee	