Property no. **0217 & 0224@0239**

TELECOMMUNICATIONS LEASE entered into on the 23rd day of the month of July 2026 (the "**Telecommunications Lease**")

BETWEEN: **ALEX AVERY, RENZO BARAZZUOL, NAVDEEP GILL, STEPHEN LOUKAS, SAMIR MANJI, BRETT MILLER, BEN RODNEY, RYAN ROSS** and **JONATHAN WENER,** each one as a trustee of and for **FONDS DE PLACEMENT IMMOBILIER COMINAR / COMINAR REAL ESTATE INVESTMENT TRUST**, a real estate investment trust constituted according to the laws of the Province of Quebec, by a contract of trust dated March 31, 1998, as amended or restated, having, for the purpose of the said trust, their domicile at 2820 Laurier Boulevard, Suite 750, in the City of Québec, Province of Quebec, G1V 0C1, acting herein by its representative(s), duly authorized for the purposes hereof, as he/she/they so declare(s);

(the "**Landlord**")

AND: TELUS COMMUNICATIONS INC., a validly constituted legal entity, having its registered office or place of business at 25 York Street, Floor 29, in the City of Toronto, Province of Ontario, M5J 2V5, acting herein and represented by Mr. Richard Johnson, Manager, Building Access, duly authorized for the purposes hereof, as he/she/they so declare(s);

(the "**Tenant**")

1. DESCRIPTION OF PREMISES

1.1 Surface Area

Landlord grants Tenant the right to use the vertical and/or horizontal conduits (if any), or a space or riser on or within the Immovable (as hereinafter defined) as designated and approved by Landlord, for the installation of Tenant's cabling (the "**Cable Pathways**"); as well as an equipment room located in the Electrical room in the basement and/or on the Immovable having a leasable surface area of approximately Fifty (50) square feet (the "**Equipment Room**"), the whole measured according to standards reasonably determined by the Landlord and this space will be the Tenant's Deemed Area. The Cable Pathways and the Equipment room are collectively referred to as the "**Premises**", the location of the Premises, including the precise location of the Cable Pathways, is shown on Schedule A.

1.2 Civic address of Premises and cadastral designation

The immovable is located within the city limits of Laval, Province of Quebec, at the Complexe Centropolis, on land bearing lot number(s) 2 514 471, 2 514 472, 2 514 473, 2 514 774, 2 525 620, 2 768 949, 2 768 950, 2 768 951, 2 768 952, 2 900 185, 3 085 826, 3 085 828, 3 437 270, 3 694 502, 3 694 503, 3 721 894, 3 721 895, 3 721 896, 3 721 897, 3 801 494, 3 934 959, 4 361 387, 4 361 388, 4 361 389, 6 395 825 of the official land register of Quebec, registration division of Laval, the whole with buildings thereon (the "**Immovable**"), **with the exception of 3055 Saint-Martin Boulevard, in the City of Laval, Québec.** The definition of "Immovable" includes all buildings, structures, lands, equipment, systems, services, changes, restorations, renovations, rearrangements, remodelling, retrofitting, relocations, substitutions, deletions, additions, expansions, reconstructions, reconfigurations, removals, replacements, modifications, improvements and installations, or any one or more of them, from time to time, in, on, under, to, for, or for the benefit of the Immovable. Without limiting the generality of the foregoing, the Landlord may, at its discretion, consolidate all or part of the lands comprising the development of which the Immovable forms part into a single unit or building, notably for the purpose of calculating Additional Rent.

2. USE OF PREMISES

2.1 Use

The Landlord hereby leases to the Tenant the Premises to be used solely for the purpose of operating telecommunications equipment required for the Tenant's telecommunications activities and services, which may include, following approval from the Landlord, , mounts,support structures, conduits, cabling, fibers, any other telecommunications equipment, including apparatus, accessories, shelters and devices related thereto (the "**Equipment**"), as in operation on the Commencement Date (as hereinafter defined). Tenant shall not change the use of the Premises without the prior written consent of Landlord. Tenant shall not to use or permit the use of the Equipment or the Premises for any illegal purpose, any activity deemed hazardous to life, physical integrity, or property, or any use which, in the opinion of Landlord, constitutes a nuisance or that may result in an increase in the cost of insurance coverage or Taxes (as hereinafter defined) with respect to the Immovable, unless previously approved in writing by the Landlord and subject to payment of applicable Additional Rent (as hereinafter defined), if any.

2.2 Non-exclusivity

The Landlord shall have the right, at all times, to lease, license and otherwise allow any party to use or occupy any part of the Immovable, including for telecommunications purposes such as the transmission, emission or reception of signals by cables, radio frequencies, optical means or other systems, and for any related purposes, as well as to install any related telecommunications structures or equipment.

2.3 Access

2.3.1 Subject to any other provision of the Telecommunications Lease, the Tenant shall have the right to access the Premises through the Immovable for the purpose of installing, operating, maintaining, repairing, adding to or replacing the Equipment. Unless otherwise authorized by the Landlord, such access shall be carried out in the presence of a Landlord representative at no cost to the Tenant unless an escort is required within a space leased by a third party and in accordance with the Landlord's procedures. The Tenant, including its contractors, shall provide the Landlord with at least forty-eight (48) hours' prior written notice before accessing the Immovable or the Premises for any reason whatsoever and shall be liable for any damage resulting thereof.

If the Landlord allows it, at its sole discretion, the Landlord shall provide the Tenant and/or its contractors, previously authorized in writing by the Landlord, no later than the Commencement Date (as hereinafter defined), with copies of all necessary keys and/or access cards and/or access procedures required to access the Premises, at the Tenant's expense.

2.3.2 The Tenant shall not allow any person who has not been authorized by the Landlord to access the Premises (including any mechanical or telecommunications room in which the Equipment is located), or to maintain and operate the Equipment, provided however that such authorization shall not be unreasonably withheld, delayed or conditioned by the Landlord where doing so would be contrary to, or inconsistent with, any applicable directives, requirements or decisions of the Canadian Radio-television and Telecommunications Commission (CRTC).

2.3.3 Should the Tenant require access to the mechanical or telephone rooms of the Immovable (including the Equipment Room) for the operation of the Equipment, the Tenant shall ensure that such rooms remain locked and secured at all times, so that they are never open or otherwise accessible to the public.

3. TERM AND POSSESSION

3.1 Term

This Telecommunications Lease is granted for a term of five (5) years, commencing on July 1st, 2026 (the "**Commencement Date**") and ending on June 30th, 2031 (the "**Term**"), it being understood that the Commencement Date shall be accelerated in the event that, and from the moment that, the Tenant operates the Premises on a date prior to the Commencement Date. The Term shall thereafter include any duly exercised renewal period, if any.

3.2 Non-renewal

The fact that the Tenant continues to occupy the Premises after the expiration of the Term, without a new agreement having been signed, shall not constitute a tacit renewal of the Telecommunications Lease; the Tenant, being considered a month-to-month tenant, shall pay, in addition to any sums payable as Additional Rent (as hereinafter defined) provided for in the Telecommunications Lease, double the Base Rent (as hereinafter defined) payable during the last month preceding the end of the Term. The Tenant agrees to vacate the Premises within a maximum of sixty (60) days from the receipt of a written notice to that effect from the Landlord provided that all CRTC rules are followed and no service being delivered to a tenant is interrupted.

3.3 Possession

The Tenant may take possession of the Premises on the Commencement Date to install the Equipment and commence its operations. The Tenant shall take possession of the Premises "as is", declaring itself satisfied therewith, with no work from the Landlord to be completed.

4. RENT

4.1 Base Rent

4.1.1 The Tenant agrees to pay to the Landlord, at the address indicated in the designation of the parties, or at any other address which may from time to time be designated by the Landlord to the Tenant, in Canadian currency, an annual amount of three thousand five hundred dollars (3,500.00 $), and without any set-off, decrease, deduction or reduction whatsoever, on the first day of each lease year, for the duration of the Term, the first amount due to be paid to the Landlord upon signature of the Telecommunications Lease (the "**Base Rent**").

4.1.2 Notwithstanding the foregoing, the amount of the Base Rent will be adjusted annually throughout the Term on each anniversary date of the Commencement Date, with the variation during the previous year in the Consumer Price Index established for the City of Montréal and published by "Statistics Canada" three (3) months prior to the anniversary date of the Commencement Date. Landlord will provide invoices to the Tenant annually reflecting these adjustments.

4.1.3 Intentionally omitted.

4.1.4 Intentionally omitted.

4.2 Additional Rent

The Tenant agrees to pay the following charges in the same manner as described above (unless otherwise specified herein), in addition to any other sums mentioned in the Telecommunications Lease, if any, as additional rent (the "**Additional Rent**"), which Additional Rent shall be increased, without duplication, by an administration fee of fifteen percent (15%) calculated on the total amount of the Additional Rent.

4.2.1 **Taxes**

4.2.1.1 The Tenant shall pay all taxes imposed or which may be imposed by the provincial or federal governments, any municipality or other competent authority, for the Immovable, including the land and common areas and facilities, equipment, rents and services, which taxes include, in particular, all school, municipal or other taxes (including, without limitation, water tax, if applicable, as well as local improvement taxes, taxes on parking spaces, elevators, and escalators), contributions, permit fees, excise taxes and other charges, or other taxes, surcharges, levies or duties imposed or levied in lieu thereof in respect of all activities carried out by the Tenant from the Premises, of all Tenant Equipment located within the limits of the Premises or resulting from any modification to the Premises (the "**Taxes**"), unless the Tenant receives a tax bill directly from the competent authority. For the purposes of this subparagraph, the Immovable shall include all contiguous or adjoining lands that is, from time to time, owned by the Landlord or made available to the Landlord and used in connection with the Immovable, as well as all structures and improvements erected on the Immovable and on such contiguous or adjoining lands. It is further understood that such taxes, surcharges, duties, assessments, and charges are assessed by such competent authority as if the Immovable, in its various stages of development, were completed and fully occupied. The definition of the word "Taxes" includes all related costs for their proper administration.

4.2.1.2 In addition to the foregoing, the Tenant shall pay any other tax or amount imposed by any competent authority or substitute (where such tax or amount is not included in the Taxes), notwithstanding any change in the manner of their collection or name thereof, as well as any rental tax imposed by the competent authority, unless the Tenant receives a tax bill directly from the competent authority.

4.2.1.3 The Tenant also agrees to pay the Goods and Services Tax (G.S.T.), the Quebec Sales Tax (Q.S.T.) and any other tax of the same nature, present or future, on all applicable amounts.

4.2.2 **Consumption on the Premises**

4.2.2.1 The Tenant shall not be required to pay any Additional Rent or any other charges to the Landlord in respect of its consumption of water or energy (including, without limitation, electricity, natural gas, oil, steam, chilled water and heating water) used in or from the Premises, including for lighting, utilities, heating, ventilation, air conditioning and/or special equipment. However, if the Landlord reasonably determines that the Tenant's consumption of water or energy is excessive or unreasonable, the Landlord may, at its option:

i. require the Tenant, at the Tenant's expense, to install a meter or sub-meter certified as compliant with the requirements of Measurement Canada, in order to accurately measure the Tenant's consumption, and pay for such consumption as measured by such meter or sub-meter; or

ii. require the Tenant to pay to the Landlord a fixed yearly amount, reasonably determined by the Landlord, representing the Tenant's estimated consumption.

4.2.2.2 If a meter is required, the Tenant shall install such meter within a reasonable time, maintain it, and bear all costs related to its installation, maintenance, replacement and operation.

4.2.3 **Adjustment**

Intentionally omitted.

4.2.4 **Additional amounts**

The Tenant shall pay all other additional costs, if any, incurred by the Landlord in connection with the operation of the Immovable that are related to, or directly attributable to, the Premises and/or the Equipment. Any other amount due and payable by the Tenant to the Landlord pursuant to the provisions hereof shall be construed as Additional Rent payable pursuant to such provisions (unless otherwise specified herein).

4.3 Payment methods

4.3.1 **Payment**

The Base Rent and the Additional Rent (collectively, the "**Rent**") shall be paid by means of Electronic Fund Transfer (or, if accepted by the Landlord, by another method of payment), on or before the first (1st) day of each lease year (or at any other interval mentioned in the Telecommunications Lease). Should a payment prove unsuccessful, the Tenant shall pay an administration fee within ten (10) business days of a notice to that effect from the Landlord to the Tenant. In addition, the Tenant shall be responsible for all charges, of any nature whatsoever, that the Landlord may incur as a result of the method of payment. The Tenant shall notify its financial institution, in writing, to charge the Tenant for all costs, fees, and other amounts relating to the method of payment used, and the Tenant shall, upon request by the Landlord, provide proof that it has notified its financial institution to that effect.

4.3.2 **Imputation of payment**

The Landlord shall be entitled to set off any payment made by the Tenant against any amount owed by the Tenant, notwithstanding that the Tenant may have specifically indicated the debt it wished to discharge by such payment.

4.3.3 **Interest**

Any amount payable under the Telecommunications Lease, not paid when due, shall bear interest, calculated on an annual basis compounded monthly, at the annual prime rate established by the Landlord's principal financial institution for commercial loans made by it in Canada, in Canadian currency plus five percent (5%), and this, without notice or demand.

5. TENANT'S OBLIGATIONS

This Telecommunications Lease is made subject to the following charges and conditions, which the Tenant promises and undertakes to perform as follows:

5.1 Restricted areas

5.1.1 The Tenant shall not enter or attempt to access any risers, ducts, closets, insulated tubes, rooms or other horizontal or vertical spaces for air, electricity, or mechanical or telephone installations in the Immovable, including maintenance areas and the roof of the Immovable, without written consent of the Landlord, which consent shall not be unreasonably delayed unreasonably withheld, delayed or conditioned by the Landlord where doing so would be contrary to, or inconsistent with, any applicable directives, requirements or decisions of the Canadian Radio-television and Telecommunications Commission (CRTC).

5.1.2 For the purpose of facilitating efficient access and minimizing delays, the Tenant shall provide the Landlord, within a reasonable time following the Commencement Date, with a written identification of the locations within the Immovable to which the Tenant may reasonably require access in order to inspect, maintain, repair or operate its telecommunications facilities, including in urgent or emergency situations (collectively, the "**Identified Access Areas**").

5.1.3 The parties shall thereafter collaborate in good faith to establish a mutually agreed-upon access procedure applicable to the Identified Access Areas, which procedure shall be intended to allow the Tenant to obtain access in an efficient and timely manner, including in emergency situations, while respecting the Landlord's reasonable security and operational requirements.

5.1.4 Once such access procedure has been agreed upon, access to the Identified Access Areas in accordance with such procedure shall be deemed to have the Landlord's consent, and no further consent shall be required for access consistent therewith.

5.2 Operating Hours

No Tenant activity related to the initial construction of the Premises, the installation of the Equipment or any Tenant's Work (as hereinafter defined) shall be undertaken during the normal business hours of the Immovable (as decreed by the Landlord) without written consent of the Landlord, which may be granted or withheld in the Landlord's sole and absolute discretion, and subject to any conditions the Landlord may choose to impose. In the event of an emergency, the Landlord shall provide the Tenant with the contact details of a designated individual available outside of business hours to provide access to the Premises.

5.3 Interferences and disturbances

5.3.1 The Tenant represents and warrants to the Landlord that no interruption, disruption or damage affecting the Equipment in whole or in part shall have the effect of directly interfering with the commercial activities of third parties. The Tenant acknowledges that the Landlord is relying on this representation and warranty in allowing the installation and operation of the Equipment. Accordingly, the Landlord shall not be liable to any claims from such third parties, except in the event of gross negligence or willful misconduct committed directly by the Landlord in connection with damage to the Equipment, in which case the Landlord's liability shall not extend to the Tenant's loss of profits, without limiting the application of Article 1474 of the Civil Code of Québec.

5.3.2 The installation, maintenance and operation of the Tenant's Equipment shall not interfere with the operation of communication systems belonging to the Landlord or other occupants of the Immovable. The Tenant acknowledges that antennas and telecommunications systems may be installed and operated within or on the Immovable by multiple entities. Should any interference occurs between the communication devices of the Landlord or other occupants of the Immovable and the Tenant's Equipment, and if such interference is caused by the Tenant's Equipment, the Tenant agrees, upon written notice from the Landlord, to take, at its own expense, all necessary measures to eliminate said interference as promptly as possible. Should the Tenant fail to remedy such interference within a period of forty-eight (48) hours of being notified in writing of any interference, the Landlord may disconnect the Equipment's power supply and require the immediate removal of the Equipment, or any part thereof that the Landlord establishes, with preponderant evidence, as being responsible for the interference, all without any recourse by the Tenant.

5.4 Tenant's Work

5.4.1 Before undertaking any installation (including the installation of cables), repair, addition, modification, replacement, or other work relating to the Premises, the Equipment or its components (the "**Tenant's Work**"), Tenant shall: (i) submit a construction and completion schedule for the Tenant's Work and complete plans and specifications, in PDF format, sealed and signed by licensed professionals, adequately describing all of the Tenant's Work to be carried out by the Tenant (the "**Plans and Specifications**"); (ii) obtain written approval of the Plans and Specifications from the Landlord or its technical representative; (iii) obtain the building permit and all other permits necessary and required by any applicable laws, regulations, codes and rules; (iv) obtain written approval from the Landlord of the construction and completion schedule for the Tenant's Work, which approval shall not be unreasonably withheld; and, (v) if required by the Landlord, held a coordination meeting between the Tenant and/or the Tenant's contractor and a representative of the Landlord.

5.4.2 The Tenant and any of the Tenant's contractors shall, at their own expense, maintain for the duration of the Tenant's Work a "building contractor's risk" insurance policy covering all permanent construction work and temporary structures against "all risks" of loss or damage to property, in an amount not less than the total cost of the Tenant's Work or the total cost of all work being undertaken at the Premises during the Term. It is understood that the Tenant may self insure for the required coverage.

5.4.3 None of the Tenant's Work may commence until the Landlord has given written approval of the Plans and Specifications, and the Landlord will use its best effort to review and approve such Plans and Specifications within fifteen (15) business days. Should the Tenant fail to submit complete Plans and Specifications, it shall constitute an event of default.

5.4.4 The Tenant's Work and any maintenance activities shall under no circumstances alter or damage the structure of the Immovable, its common areas, shared facilities, or systems, whether during the performance of such work or maintenance, or at any time thereafter.

5.4.5 It is understood that the costs of the Landlord's review, approval and supervision of the Tenant's Plans and Specifications and the Tenant's Work shall be borne by the Tenant, including, without limitation, outside consultant fees, as Additional Rent, payable upon demand by the Landlord. It is further agreed that any such review, approval, or supervision by the Landlord shall not render the Landlord liable for any construction defects or errors, nor shall it be deemed to constitute supervision of the Tenant's employees, nor give rise to any professional liability of the Landlord, its employees, or other representatives in any way whatsoever.

5.4.6 The Tenant shall deliver to the Landlord, upon completion of the Tenant's Work, copies of the plans and specifications (as built) in CAD format. It is understood that this paragraph shall apply fully to any type of material work performed by the Tenant in the Premises. In addition, for any work that may involve materials that may contain asbestos or other hazardous substances, all specifications and completion reports, including site visit reports, required to be prepared and disclosed pursuant to *CNESST* regulations, shall be provided to the Landlord. Prior to commencing any Tenant's Work, the Tenant may request that the Landlord advise whether it has knowledge of the presence of asbestos-containing materials or other hazardous substances within the Premises or in building areas to which the Tenant may reasonably require access in connection with such work. The Landlord shall respond to such request based on the information known to it at the time and, where applicable, shall make available any existing reports or studies in its possession relating thereto, to the extent permitted by applicable laws.

5.4.7 When structural work is required, within sixty (60) days of the Landlord's written request, the Tenant shall provide the Landlord with "as-recorded" (TQR) drawings, accurately describing the Equipment and its installation as executed.

5.5 Inspection of the Premises

The Tenant shall, at its own expense, ensure that a thorough inspection of the Premises is carried out at reasonable intervals, in accordance with industry standards and practices applicable to such matters. Upon request, the Tenant shall provide the Landlord written certification of such inspections, no later than thirty (30) days following each inspection.

5.6 Return of the Premises

5.6.1 The Tenant shall return the Premises, at the end of the Term or upon termination of the Telecommunications Lease, in as good a condition as on the Commencement Date, it being understood that the Tenant shall remove all Equipment from the Premises upon expiration of the Term or termination of the Telecommunications Lease. The Tenant agrees to repair all damage to the Premises caused by the installation or removal of its Equipment, and, upon expiration of the Term or termination of the Telecommunications Lease, the Tenant shall leave the Premises (and any improvements resulting from the Tenant's Work, if any) in clean and good condition.

5.6.2 Subject to CRTC Access rules, when the agreement has been terminated where the Tenant is classified as a Competitive Local Exchange Carrier (CLEC) the Tenant will remove their fibre facilities at their cost. In the event that any fibre facilities have been abandoned for more than ninety (90) days the Landlord may remove the facilities and charge the Tenant for the cost of the removal plus 15%. Any transfer of ownership of the Tenant's facilities must be mutually agreed upon.

5.6.3 Rent shall remain payable by the Tenant until the removal of the Equipment and the restoration of the Premises have been fully completed to the Landlord's satisfaction.

5.7 Overloads

The Tenant shall not install in or upon the Premises or the Immovable any machinery, equipment or object whatsoever which, by reason of its size or weight, is likely to damage the Premises or the Immovable, and shall not, under any circumstances overload the floors, walls, ceilings, or roof of the Premises or the Immovable. If any damage is caused to the Premises or the Immovable by any machine, equipment or object, or by overloading or any act, negligence or default on the part of the Tenant or its representatives, agents or employees, or any person doing business with the Tenant, the Tenant shall immediately, at the option of the Landlord, repair the damage at its own expense, to the entire satisfaction of the Landlord, or pay to the Landlord the cost of said repairs upon receipt of an invoice to that effect, as Additional Rent, all without prejudice to any other provision contained herein.

5.8 Utilities

5.8.1 Tenant acknowledges that utility outages are not uncommon in facilities such as the Immovable, and the Tenant further acknowledges that any Equipment that may be used by the Tenant shall be reasonably protected by Tenant against such interruption by means of backup power supplies, surge protectors, and other appropriate safety systems, as may be required by the Tenant's equipment located within its Deemed Area or within the building's common areas. The Tenant warrants that it has taken reasonable precautionary measures to safeguard such Equipment, including obtaining insurance where applicable. The Tenant agrees to indemnify and hold the Landlord harmless against any damage or losses suffered by the Tenant or caused to the Tenant's Equipment or by service interruptions, unless where such interruptions are attributable to the Landlord's gross negligence or willful misconduct.

5.8.2 The Tenant agrees never to consume more electricity than is necessary for safe and standard use of the circuits in or serving the Premises. In the event that, in the opinion of the Landlord, the Tenant's electrical consumption causes an overload of the electrical circuits, the Tenant shall reduce its use of said circuits so as to avoid such overload or, failing that, permit the Landlord to make such modifications as are necessary to ensure safe and non-overloaded use of the circuits, and pay the cost of such modifications to the Landlord, upon receipt of an invoice to that effect, as Additional Rent, in addition to any overload penalties reasonably determined by the Landlord.

5.9 Use of systems

The Tenant shall ensure that no damage is caused to the plumbing systems, mechanical systems, gas distribution systems, electrical systems, whether located in the Immovable or serving the Premises. The Tenant shall immediately notify in writing the Landlord of any defects encountered and of any maintenance, repair or replacement required to the systems. Unless otherwise specified, the maintenance, repair or replacement of the systems shall be performed by the Landlord at the Tenant's expense. In the event that the Landlord requires the Tenant to perform such maintenance, repair or replacement, the Tenant shall obtain from its service provider the maintenance, repair and replacement reports, as the case may be, and transmit them to the Landlord at the frequency determined by the Landlord. Moreover, the Tenant shall forward to the Landlord all warranty documents applicable to the systems.

5.10 Equipment and appliances specific to the Premises

Notwithstanding any provision to the contrary, if any equipment or appliance (including, without limitation, an air conditioning unit), is installed by the Landlord, or by the Tenant after the latter has obtained the Landlord's written authorization, all for the Tenant's specific needs, the Tenant shall assume all costs relating to its maintenance, repair and replacement, as well as the cost of operation (including, without limitation, the energy for such appliance or equipment), which shall be payable upon receipt of an invoice to that effect, as Additional Rent, when applicable. The Tenant shall provide the Landlord with technical data sheets for any equipment or appliance containing all technical characteristics thereof, including, without limitation, the capacity, wattage, power consumption and operating modes, and the Tenant acknowledges and agrees that the Landlord shall have the right to inspect such items. The installation of any new appliance or equipment by the Tenant shall be in accordance with the seismic requirements of applicable codes and standards.

5.11 Access to the Premises

The Tenant acknowledges that any utility company may access the Premises for inspection or any other purpose without notice to the Tenant.

5.12 Work and changes carried out by the Landlord

During the Term, the Landlord may, at its discretion and at any time, make any changes (including, without limitation, any enlargements or reductions) to the Immovable, including to the common areas and parking areas. The Landlord may take any and all actions and measures it deems necessary in connection with such changes. The Tenant acknowledges that any action or measure taken by the Landlord pursuant to the provisions of this paragraph shall in no way constitute a change in the form or destination of the Premises or the Immovable, nor shall it constitute a breach of the Landlord's undertaking to provide the Tenant with peaceful enjoyment of the Premises, and in such event, the Tenant shall not be entitled to the termination of the Telecommunications Lease, to a reduction of its obligations or to any compensation whatsoever.

5.13 Redevelopment or major renovation of the Immovable

In the event that the Landlord proceeds, at its own discretion at any time during the Term, with a redevelopment, rearrangement, relocation, expansion or major renovation (it being understood that the Landlord shall determine, at its own discretion, what constitutes such redevelopment or major renovation) of all or a part of the Immovable, the Landlord may terminate the Telecommunications Lease by giving a six (6) months written notice to the Tenant. During such notice period, the Landlord and the Tenant shall cooperate and use commercially reasonable efforts to coordinate their respective activities with a view to minimizing any interruption of telecommunications services, recognizing the Tenant's obligation to provide essential business and telecommunications services to its customers. Where reasonably practicable and if consistent with the Landlord's redevelopment plans, the Landlord shall use commercially reasonable efforts to offer the Tenant a reasonable relocation within the Immovable, at Tenant's expense, in lieu of a termination of the Telecommunications Lease. Upon the expiration of such notice period, or failing such relocation the Tenant shall surrender the Premises to the Landlord in good condition, without any recourse from the Tenant, and the Tenant shall not be entitled to any compensation whatsoever beyond what is already set out in this agreement related to the potential relocation or removal of the Tenant's Telecommunications facilities. It is understood that in accordance with CRTC Access Guidelines, if a third party LEC requires access in order to deliver their service, such third-party LEC shall be responsible for all costs associated with its installation, including potential costs associated with any required clean up.

5.14 Premises Security, theft and vandalism

As of the Commencement Date, the security of the Premises shall be the responsibility of the Tenant, at its own expense, and the Tenant shall take all necessary measures to ensure such security, including the installation of locks or any other security measures. Under no circumstances shall the Landlord be held liable for any loss or damage suffered by the Tenant, including, without limitation, in the event of theft of construction materials, equipment, supplies, fixtures, inventory, or any other property of the Tenant. Likewise, the Tenant agrees not to hold the Landlord liable in any way for theft and/or vandalism committed to the Premises or the Immovable. Furthermore, the Tenant further agrees not to hold the Landlord liable in any way for theft and/or vandalism committed within the boundaries of the Premises or in the Immovable. Furthermore, the Tenant shall indemnify the Landlord against all damages and costs incurred by the Landlord, whether in the Premises or at the Immovable, resulting directly or indirectly from theft or vandalism directed at, targeting or concerning the Premises or the Tenant, or caused by the Tenant. Without limiting the generality of the foregoing, the Tenant shall be responsible for immediately paying any amount billed by the Landlord for police or fire department call caused by the Tenant, including for any alarm triggered in respect of the Premises, even in the event of a malfunction or defect in the alarm system, as Additional Rent.

5.15 Solidary liability

If, at any time, there is more than one Tenant, or if several individuals or legal entities constitute the Tenant, they shall be jointly and severally liable for all of the Tenant's obligations, without the benefit of division, discussion or subrogation. If the Tenant is or becomes a partnership, each person who is or becomes a partner of such partnership shall be and remain jointly and severally liable for the performance of all of the Tenant's obligations under this Telecommunications Lease, regardless of whether such person ceases to be a partner of such partnership, without the benefit of division, discussion or subrogation.

5.16 Priority or hypothec

The Tenant agrees not to permit, do or cause anything which may cause the publicity or registration of any priority or hypothec or prior claim, right, charge or assignment whatsoever against the Premises or the Immovable (a "**Security Interest**"). Any work performed or requested by the Tenant, if applicable, shall be done in the Tenant's name, and in such case, the Tenant shall at all times expressly state that it is not acting on behalf of, or as an agent for, the Landlord. The Tenant shall ensure that no Security Interest is published against the Immovable by persons who have performed or contributed to the work requested by the Tenant. The Tenant shall indemnify and hold the Landlord harmless against all claims or losses, legal or other costs, and demands in connection with such work. In addition, when the Tenant causes work to be done, it shall obtain a written undertaking to the effect that no Security Interest resulting from such work shall be published or registered against the Immovable or the Premises, which written undertaking shall be delivered to the Landlord prior to the commencement of the work, if any. Without limiting the obligations of the Tenant, if a Security Interest is nevertheless published and the Tenant fails to have it struck within ten (10) days of its publication, without prejudice to the other rights and recourses of the Landlord, the Landlord may, but shall not be obliged to, have such Security Interest removed by paying to the creditor the amount of the debt claimed or by entering into any other agreement with the creditor permitting the release of such Security Interest, and the Landlord may immediately claim from the Tenant all costs incurred by it to remedy such situation, including, without limitation, the fees of its external consultants. Such costs shall be immediately due and payable by the Tenant within ten (10) days of the written demand by the Landlord. For greater certainty, it is understood that the Tenant's rights under the Telecommunications Lease may not be pledged, assigned, encumbered or transferred in favour of any purchaser or hypothecary creditor or any other person.

5.17 Compliance with the law

5.17.1 The Tenant shall comply with all laws, regulations, codes or decrees in effect during the Term, including, without limitation, those applicable to the Premises, the Equipment, their operation, and the Immovable. The Tenant shall obtain all permits or licenses necessary for the conduct of its business and the occupancy of the Premises (including, without limitation, the certificate of occupancy), and the Landlord makes no representation or warranty as to any zoning by-laws or permits, licenses and certificates which may be required by the competent authorities for the purpose of carrying on the Tenant's business. In the event the Tenant fails to obtain any required permit, license or certificate, the Tenant shall remain bound and obligated to perform its obligations under the Telecommunications Lease. The Tenant agrees to indemnify and save harmless the Landlord from and against any and all claims, fines, costs, legal fees and disbursements, or any other amounts, which the Landlord may be required to pay, arising out of the Tenant's use of the Premises, or the Tenant's failure to comply with any law, order or regulation.

5.17.2 Without limiting the generality of the preceding paragraph, the Tenant shall obtain and maintain all permits and licenses required by the CRTC and any other governmental authority having jurisdiction and shall comply with and abide with all directives issued by the CRTC and any other governmental authority having jurisdiction.

5.18 Reasonable expenses

The Landlord may charge the Tenant any reasonable amount resulting from a request made to it by the Tenant provided for in Schedule "C". Costs associated with the negotiation of access agreements will not be included as part of the recoverable fees from the Landlord.

6. LANDLORD'S OBLIGATIONS

6.1 Liability waiver

The Landlord shall not be liable for its failure to perform any of its obligations under the Telecommunications Lease, or for any damages or losses suffered by the Tenant, if such failure, damages or losses are caused by *force majeure*, by any third party or occupant of the Immovable, or generally by any event beyond the Landlord's control. It is also agreed that the Tenant releases the Landlord from any liability that may result from the interruption of services at the Immovable.

6.2 Sale or assignment of the Immovable

A sale or an assignment of the Immovable shall have the effect of releasing the Landlord from its liability as of the effective date of such transaction with respect to all covenants, provisions and conditions of the Telecommunications Lease, whether express or implied, except to the extent that they may apply to the period prior to such effective date, and the Tenant shall thereafter look solely to the successor of the Landlord with respect to the Telecommunications Lease.

6.3 Compliance with the law

It is acknowledged and understood by the Landlord that the Canadian Radio-television and Telecommunications Commission (CRTC) has jurisdiction and regulatory authority over the provision and delivery of telecommunications services in Canada. Accordingly, the Landlord agrees that this Lease and their respective rights and obligations hereunder shall be subject to, and interpreted in accordance with, all applicable statutes, rules, regulations, directives and decisions issued by the CRTC from time to time, and that each party shall comply therewith in the performance of its obligations under this Lease. If the Tenant becomes aware that the Landlord is not in compliance with any applicable law or any rule, regulation, directive or decision of the CRTC that may reasonably impact the provision of telecommunications services, the Tenant shall notify the Landlord thereof in writing.

7. INSURANCE

7.1 Tenant's insurance

The Tenant shall maintain in force, from the Commencement Date and throughout the Term, at its own expense, the following insurances:

7.1.1 General liability insurance including the Landlord as an additional insured but only with respect to liability arising out of Tenant's operations under this Agreement, in an amount not less than five million dollars ($5,000,000), with policy or policies contracted with insurers having an AM Best rating of "A-" or better, or the equivalent and licensed to do business in the province in which the Premises are located. Such insurance shall cover bodily injury, property damage and loss of use of property in connection with the use and occupancy of the Premises, the Tenant's activities, and the operation of the Equipment, including, but not limited to, during the execution of Tenant's Work. The general liability insurance shall also contain a severability of insureds clause and tenant's liability coverage, in a minimum amount of two million dollars ($2,000,000).

7.1.2 Property insurance (extended coverage), including fire and damage caused by water, theft and vandalism, for the full replacement value of all Tenant's property in or on the Premises, and including Tenant's improvements on the Premises. Such insurance shall also include coverage for business interruption, including lost profits, covering a minimum period of twelve (12) months. It is acknowledged and agreed that Tenant may satisfy all or part of its own property insurance requirement through self-insurance.

7.2 Waiver of subrogation

Intentionally omitted.

7.3 Copies of policies

A copy of all such insurance certificates or other written documents evidencing such insurance policies shall be delivered to the Landlord prior to the Commencement Date and annually thereafter. Should the Tenant fail to obtain or maintain such insurance, the Landlord, upon prior written notice, shall have the right to do so and to make premium payments therefor and, in such event, the Tenant agrees to pay to the Landlord the amount so paid as premium, as Additional Rent. The Tenant commercial general liability insurance shall include a provision whereby the insurers will endeavour to provide the Landlord in writing at least thirty (30) days prior to any cancellation or change in the terms of the insurance policies.

7.4 Compliance with rules and requirements

The Tenant shall comply with the reasonable rules and requirements of any insurance company having issued insurance policies in force covering the Immovable, whatever their nature, as well as with the reasonable recommendations made by the Landlord to the Tenant following an inspection by the insurers or their representatives. The Tenant shall assume all costs related to special installations reasonably required by the Landlord for this purpose.

7.5 Change in the Tenant's operating methods

In the event that the premium rate of any insurance policy covering the Immovable is increased solely by reason of activities carried out by the Tenant, or a change in its operating conditions, the Landlord may, in addition to all its other remedies, pay the amount of such increase, and such reasonable amount shall become immediately due and payable by the Tenant upon receipt of an invoice to that effect, as Additional Rent.

7.6 Tenant's obligation

The Tenant shall be solely responsible for evaluating its insurance needs, but the above amounts are a minimum and subject to adjustment by the Landlord as required, provided that any such adjustments are mutually agreeable to both Parties. The Tenant shall, upon request by the Landlord, increase the insurance coverage amounts as deemed necessary by the Landlord, provided that any such increased amounts of insurance coverage are mutually agreeable to both Parties.

8. TRANSFER, ASSIGNMENT AND SUBLEASE

8.1 Transfer conditions

The Tenant shall not assign or transfer its Telecommunications Lease, nor sublet the Premises or the Equipment, in whole or in part, nor permit any person to occupy or use the Premises or the Equipment, in whole or in part, without the prior written consent of the Landlord (the "**Transfer**").

8.2 Solidarity liability

In the event of a Transfer, the Tenant shall remain jointly and severally liable for all obligations under the Telecommunications Lease, whether in the case of a sub-lease or an assignment of the Telecommunications Lease, and the Tenant, assignee and/or subtenant undertake to sign any document presented to it by the Landlord to this effect. The Tenant shall reimburse the Landlord for all reasonable expenses incurred by the Landlord as a result of the proposed Transfer, including, without limitation, for the review of the application, credit checks and costs of preparing the Transfer documents amounting, as of the date hereof, to two thousand dollars ($2,000). Any reduction in Rent, rent-free period, allowance or other sum granted to the Tenant is personal and may not be transferred at the time of a Transfer.

8.3 Change of control

The Tenant shall obtain the Landlord's written approval of any change in Tenant's beneficial control, in Tenant's administration or in the management group making decisions for the Tenant, which change in control shall be deemed for the purposes hereof to be a Transfer. The Tenant shall provide the Landlord with such information as the Landlord may require with respect to the person or persons to whom control is transferred. Upon request by the Landlord, the Tenant shall provide the Landlord with a copy of its records in order to demonstrate the change of control.

8.4 Advertising of the Premises

The Tenant shall not, itself or through its employees, a broker or other person, advertise or offer all or any part of the Premises for assignment or sublease in any form or medium whatsoever, unless the content and format of such notice, advertisement or offer has first been approved in writing by the Landlord.

8.5 Interdictions

Notwithstanding any provision to the contrary, the Tenant acknowledges and agrees that it shall not install, operate or authorize the installation or operation of any equipment owned by third parties. Any such third parties must negotiate directly and exclusively with the Landlord for any such installation, operation and/or space leasing. Furthermore, the Tenant shall not permit any third party to use the Equipment without the prior written consent of the Landlord, unless such consent would be contrary to applicable CRTC rules, regulations, or decisions. Any such consent shall be granted or withheld in accordance with applicable CRTC rules, regulations, and decisions, and, if granted, the Tenant shall remain liable for any additional costs related thereto.

9. ENVIRONMENT AND SUSTAINABLE DEVELOPMENT

9.1 Compliance with environmental laws

The Tenant agrees to comply with all statutes, laws, by-laws, regulations, codes, orders, environmental penalties, contraventions, notices, standards, directives and guidelines, policies and criteria which are considered by any competent authority, requiring compliance, as if they had the force of law, as well as any approvals, licenses and permits in force, relating to the natural or human environment (the "**Environmental Laws**") that apply to it, and to comply with any obligations applicable to it under the Environmental Laws.

9.2 Hazardous material

The Tenant shall not store, use, or permit the use of any substance, contaminant or material defined, designated, regulated or prohibited by Environmental Laws, including, without limitation, petroleum and petroleum products or their by-products and derivatives, such as fuel of any kind, lead, pyrite, pyrrhotite, mold, fungi, odor-causing bacteria, mercury, asbestos, radioactive materials, urea formaldehyde foam insulation, transformer oil or other equipment containing polychlorinated biphenyls or radon, refrigerants, grease and used water and oil (a "**Hazardous Material**") in its operations, in the Premises or in the Immovable.

9.3 Discharge of Hazardous materials

The Tenant covenants and agrees that neither the Tenant, nor its agents or employees, nor its use of the Premises, nor its property or equipment shall cause or create in the Premises, the Immovable or any part thereof, any condition which could result in any disposal, discharge, injection, spill, run-off, emission, escape, flushing, migration, infiltration, dispersion, abandonment or any similar act, of Hazardous Materials into the environment, however defined in the applicable Environmental Laws (a "**Discharge**"). Upon becoming aware of any Discharge occurring in, on, under or emanating from the Premises and/or the Immovable, the Tenant shall immediately notify the Landlord, fulfill any applicable notification requirements to the competent authorities, and undertake all necessary and prompt corrective measures in a diligent manner until such Discharge has been contained or eliminated. The Tenant shall also keep the Landlord informed of all communications and requests from any authority and shall provide the Landlord with copies of such correspondence. Furthermore, the Tenant agrees to dispose of all building materials used in any work in compliance with the Environmental Laws and shall provide the Landlord with all disposal reports attesting to their disposal in compliance with such Environmental Laws.

9.4 Sustainable development

It is understood that the Landlord intends (but has no obligation) to operate the Immovable in a manner that improves energy efficiency, is environmentally sustainable and complies with Environmental Laws. Accordingly, the Tenant agrees at all times to cooperate fully with the Landlord and to comply with all reasonable requirements established by the Landlord, including providing access to the Landlord for the performance of work in the Premises and/or the Immovable: (i) in order to optimize the efficient operation of the electrical systems, HVAC systems, water supply and all other energy consuming systems or other resources in the Premises or the Immovable; and/or (ii) to comply with the requirements and recommendations of utility providers, sustainability experts and government agencies regulating energy consumption, building standards and/or other resources.

10. DESTRUCTION OF THE IMMOVABLE OR THE PREMISES

10.1 Total destruction

If the Immovable or the Premises are completely destroyed or rendered unusable, the Landlord may terminate the Telecommunications Lease within sixty (60) days following the casualty, by writing notice effective as of the date of such casualty, without any claim or recourse by the Tenant against the Landlord. If the Landlord does not terminate the Telecommunications Lease, it shall proceed with the reconstruction of the Immovable and/or the Premises, excluding any leasehold improvements made by the Tenant, as well as any Equipment, furniture, trade fixtures and any other personal property and equipment not owned by the Landlord or installed by or on behalf of the Tenant, which must be repaired or reinstalled at the Tenant's expense, subject to the Landlord's prior approval of the plans and specifications. The Rent shall be proportionally reduced based on the reduction in enjoyment which it will suffer until completion of the reconstruction, and the Tenant shall have no right to terminate the Telecommunications Lease or claim compensation and/or damages.

10.2 Partial destruction

If the Immovable or the Premises are partially destroyed or damaged but require substantial repairs, the Landlord may terminate the Telecommunications Lease in writing within sixty (60) days of the incident, which termination shall automatically take effect thirty (30) days after receipt of such notice. If the Landlord does not terminate the Telecommunications Lease, it shall repair the Premises and/or the Immovable, excluding any leasehold improvements made by the Tenant, as well as any Equipment, furniture, trade fixtures, and other personal property and equipment not owned by the Landlord or installed by or on behalf of the Tenant, which must be repaired or reinstalled at the Tenant's expense, subject to the Landlord's approval of the plans and estimates. The Tenant shall undergo and tolerate the repairs thus carried out by the Landlord without any reduction in Rent during the period of reconstruction or repair work, and the Tenant shall have no right to terminate the Telecommunications Lease or claim compensation and/or damages.

11. DAMAGES

Except in the case of intentional or gross negligence on the part of the Landlord or its employees or any person for whom it is legally responsible, the Landlord shall in no way be liable for any loss or damage of any nature whatsoever to the Equipment and the property of the Tenant, its beneficiaries, customers, employees or other persons, while such property is in the Premises. In particular, but without limiting the generality of the foregoing, the Landlord shall not be liable for any damage to said property caused by wind, steam, water, rain or snow, which may affect the Premises in any way, nor for any damage caused by water, sprinkler or drain pipes, plumbing in general, or the electrical system, nor for any defect in the air conditioning or heating, nor for any damage caused by anything which another tenant may have done or omitted to do. The Tenant shall be responsible for and shall indemnify and save harmless the Landlord in respect of any loss or damage caused to the Premises or other premises of the Immovable, as well as to the Immovable itself, resulting from the Tenant's fault or negligence, including, without limitation, any default, breach, violation or failure to perform by the Tenant, as well as any damage arising from work in the Premises or from the installation, use, operation, maintenance, or repair of any equipment carried out by the Tenant, its representatives, employees, successors, or any person to whom it has granted access or for whom it is legally responsible.

12. DEFAULT

Subject to the terms and conditions set out in this agreement and CRTC Regulations, if the Tenant: (a) fails to comply with any obligations under the Telecommunications Lease; or (b) becomes bankrupt or insolvent, and, in the case of paragraph (a), fails to remedy such default within fifteen (15) Business Days following written notice thereof from the Landlord, or, in the case of the payment of Rent or any other sum payable hereunder, fails to make such payment within ten (10) business days after the date on which such amount becomes due, without the requirement of any notice, then the Telecommunications Lease shall be automatically terminated (*ipso facto*), at the option of the Landlord, who may exercise such right upon written notice to the Tenant indicating the date of termination, and without prejudice to any of its other rights and remedies under the Telecommunications Lease or applicable laws. In such event, the Landlord may immediately require payment of all outstanding Rent, as well as an advance of three (3) months' Rent, pursuant to Section 136(1)(f) of the *Bankruptcy and Insolvency Act*.

13. LEASE PUBLICATION

Intentionally omitted.

14. RELOCATION

The Landlord shall have the right, at any time, upon not less than one hundred and eighty (180) days' prior notice to the Tenant, to relocate its Equipment for other premises located in the Immovable. The Tenant shall complete, at its own cost, its relocation within one hundred and eighty (180) days after Landlord's notice for all of its fibre cables in cases. The Landlord and the Tenant shall cooperate in good faith and use commercially reasonable efforts to coordinate the relocation in a manner intended to avoid or minimize any interruption of the Tenant's telecommunications services. The premises to which the Tenant is relocated shall thereupon be substituted for the Premises and the provisions of the Telecommunications Lease shall apply to such relocated premises (with any necessary adjustments), and the Tenant shall immediately, upon receipt thereof, execute, without charge to the Landlord, any agreement prepared by the Landlord confirming such relocation.

15. EXPROPRIATION

In the event that the Immovable or any part thereof is expropriated or otherwise taken over for public, governmental or other purposes, and the Landlord is of the opinion that it has become commercially impracticable to operate the Immovable, and if the Landlord deems it appropriate that the Premises may no longer be occupied by the Tenant, the Landlord shall be entitled, without liability to the Tenant, to terminate the Telecommunications Lease effective as of the date of said expropriation or take-over. Said termination of the Telecommunications Lease shall be effected by the Landlord giving the Tenant written notice, without a fixed period of time, prior to the date provided for termination, and the Tenant shall not be entitled to claim from the Landlord any sum of money or compensation whatsoever.

16. WAIVER OF SET-OFF

The Tenant hereby waives the right to set off any and all claims or indemnities, present or future, against any Rent or other amount due under the Telecommunications Lease. The Tenant agrees to pay such Rent and any other amount, without regard to any claim, compensation or set-off which the Tenant may assert, or which any third party may assert on the Tenant's behalf, and without any withholding, reduction or deduction. The Tenant expressly waives any rights and benefits it may have under Articles 1591 and 1863 of the *Civil Code of Québec*.

17. GENERAL PROVISIONS

17.1 Applicable law

The Telecommunications Lease shall be governed by and construed in accordance with the laws in force in the Province of Quebec and the federal laws of Canada applicable therein. Except to the extent that a matter is within the exclusive or primary jurisdiction of the Canadian Radio-television and Telecommunications Commission (CRTC), or is otherwise required by applicable law to be brought before the CRTC, any legal proceedings which may from time to time arise in connection with the Telecommunications Lease, the parties agree to irrevocably submit to the exclusive jurisdiction of the courts of the Province of Quebec, in the judicial district of Montréal.

17.2 Notices

Notices, consents or other documents required under the Telecommunications Lease shall be given in writing and delivered personally, or sent by registered mail, or by e-mail, at the addresses indicated below. Any notice shall be deemed to have been validly received: (i) upon personal delivery; or (ii) if sent by registered mail, on the fourth (4th) business day following mailing; or (iii) if sent by e-mail, on the date it was transmitted (or, if such day is not a business day, on the next business day), unless transmitted after 5:00 p.m., in which case it will be deemed to have been received on the next business day. The parties may change their address upon a five (5) day prior written notice.

Address of the Landlord:

3400 De Maisonneuve Boulevard West, Suite 1600
Montréal (Quebec) H3Z 3B8
Attention: Ms. Johanne Lafond, Senior Leasing Coordinator
Email: johanne.lafond@cominar.com
with a copy to: legalleasing@cominar.com

Address of the Tenant:

Richard Johnson
Manager, Building Access
TELUS Communications Inc.
25 York Street, Floor 29
Toronto, ON
M5J 2V5
Cell: 416-992-5684
E-Mail: richard_johnson@telus.com (note underscore)

In the event that a notice pertaining to a planned power outage is required please send notification to Releases@telus.com and copy: richard_johnson@telus.com (please note the underscore between the first and last name).

In the event of an emergency, the Licensor may use the following contact information:

TELUS Event Management - EventManager@telus.com, 1-888-530-7755
TELUS Threat and Release notifications - Releases@telus.com 403-530-5077

Network Operating Center: 1 - 800-877-1221

17.3 Entire agreement and interpretation

Any schedule to the Telecommunications Lease shall form an integral part thereof for all purposes. The Telecommunications Lease contains the entire agreement between the Landlord and the Tenant with respect to the lease of the Premises. The Telecommunications Lease supersedes any promise to lease or other lease which may have been entered into between the parties prior to the date hereof with respect to the Premises. There are no representations, warranties, terms, conditions or collateral agreements, express or implied, other than those specifically set forth herein, which would have the effect of inducing either party to enter into the Telecommunications Lease or upon which either party would rely.

17.4 Severability

Any provision of the Telecommunications Lease declared or rendered illegal or unenforceable shall be deemed to be a separate and severable provision of the Telecommunications Lease, and the remaining provisions of the Telecommunications Lease shall remain in full force and effect and shall be binding upon the parties as if the illegal or unenforceable provision had never been included in the Telecommunications Lease.

17.5 Telecommunications Lease Amendment

No amendment or revocation of any article or part of an article of the Telecommunications Lease shall be valid unless consented to in writing by the Landlord.

17.6 No waiver

The fact that the Landlord tolerates, ignores or excuses any default, non-performance or breach by the Tenant of any of the provisions or conditions hereof, at any time whatsoever, shall not be deemed a waiver by the Landlord of its rights with respect to any subsequent default, non-performance or breach. No act or omission of the Landlord or of the Tenant shall be deemed or construed to constitute a tacit waiver of any right whatsoever, unless such waiver is expressly made in writing.

17.7 Confidentiality

Intentionally omitted.

17.8 Independent legal counsel

The Tenant acknowledges that the Landlord has suggested that the Tenant retain independent legal counsel to explain the terms of the Telecommunications Lease. The Tenant has understood and accepted this suggestion and has either obtained or waived the right to obtain such services. The parties expressly declare and acknowledge that the provisions of the Telecommunications Lease have not been imposed by either of them, but that on the contrary such provisions have been freely discussed between them.

17.9 Independent parties

Nothing in the Telecommunications Lease shall create between the Landlord and the Tenant a relationship of partnership, joint venture, employer and employee or principal and agent. Each party shall have no authority to bind or create an obligation on behalf of the other party.

17.10 Precedents

It is understood and agreed by the parties that the provisions of the Telecommunications Lease (including any amendment, proposal, offer, modification, addition and any other document in connection with the Telecommunications Lease) are specific to the Telecommunications Lease only and shall not to be construed as precedent for any further or other lease agreements for any premises located in the Immovable or elsewhere (a "**Further Agreement**") between the Landlord and the Tenant (including any affiliate, within the meaning of the *Canada Business Corporations Act*, of the Tenant). Furthermore, the Tenant expressly agrees and covenants that it shall not rely on any provision of the Telecommunications Lease (or representation of the Landlord made in connection with the drafting and negotiation of the Telecommunications Lease) to interpret, construct or otherwise negotiate any provision of a Further Agreement. The provisions of this paragraph shall survive and continue to apply after the termination of the Telecommunications Lease.

17.11 Civil Code of Quebec

In addition to the other waivers or exemptions expressly or implicitly set forth in the Telecommunications Lease, the Tenant expressly waives any rights, benefits or protections it may otherwise have under Articles 1854, 1858, 1859, 1861, 1863, 1864, 1865 (second and third paragraphs), 1867, 1868, 1869, 1870, 1871, 1873, 1878, 1879 and 1883 of the *Civil Code of Québec*.

18. ACKNOWLEDGEMENT

The parties acknowledge and agree that the obligations of the Landlord under this Telecommunications Lease shall not be binding personally upon the trustees of Cominar Real Estate Investment Trust or any unitholder of Cominar Real Estate Investment Trust (a "**Unitholder**") or any participant under a plan of which a Unitholder acts as a trustee or holder, and there is no recourse, and no recourse shall be undertaken, against any of the above-mentioned persons or any such person's assets, and that any recourse shall only be against the Landlord's assets. Any obligation of the Landlord set out herein shall, to the extent required to give effect to such obligation, be deemed to constitute, subject to the provisions set out in the first sentence above, an obligation of the trustees of the Landlord in their capacity as trustees of the Landlord only. Without limiting the generality of the foregoing, each Unitholder and each participant under a plan of which a Unitholder acts as a trustee or holder shall be entitled to the benefits of the second sentence of Article 1322 of the *Civil Code of Québec* with respect to the above-mentioned obligations.

19. SPECIAL PROVISIONS

19.1 Renewal option

19.1.1 Provided that the Tenant fulfills all of its obligations under the Telecommunications Lease and is not and has not been in default under any of them during the Term and the Tenant occupies all of the Premises, it may renew the Telecommunications Lease for two (2) additional period(s) of sixty (60) months, starting on July 1st, 2031 and ending on June 30th, 2036 for the first option and beginning on July 1st, 2036 and ending on June 30th, 2041 for the second (2nd) option. This renewal option is personal to the Tenant and may not be assigned or transferred by the Tenant. Written notice, not more than twelve (12) months and not less than nine (9) months prior to the expiration of the Term, shall be given to the Landlord. Failing notice by the Tenant, the Telecommunications Lease shall automatically terminate upon the expiration of the Term.

19.1.2 If the Tenant wishes to exercise the renewal option, the new rent must be negotiated within sixty (60) days of the notice and a new lease agreement must be entered into within the same period, failing which the renewal option shall become null and void upon expiry of the said sixty (60) day period. The rates applicable to set the rent shall be the Immovable's rates then in effect for an equivalent term and for a space comparable and of similar use to the Premises and located in the same sector of the city where the Premises are located. However, it is understood that the rent shall not be less than the Rent paid by the Tenant during the last year of the Telecommunications Lease preceding the renewal period.

19.2 Tenant's right of termination

Intentionally omitted.

19.3 Landlord's right of termination

Intentionally omitted.

19.4 Condition of validity – Termination of previous lease

Intentionally omitted.

20. BROKERAGE COMMISSION

The Tenant acknowledges and declares that no agent, broker or other intermediary has been involved in any way in this transaction and will hold the Landlord harmless and indemnified from and against any and all claims made by any person seeking a commission or remuneration in connection with this transaction.

21. ACCEPTANCE DEADLINE

The Tenant shall signify its acceptance of the Telecommunications Lease by signing it and returning it to the Landlord within five (5) business days of its receipt, failing which, the Landlord, at its sole discretion, may consider the Telecommunications Lease null and void and never having existed. The Telecommunications Lease may be executed in one or more electronic copies, but all of which together constituting one and the same original document. The parties agree that their electronic signatures shall have the same effect as manuscript signatures. Notwithstanding the Tenant's acceptance of the Telecommunications Lease prior to the aforementioned date, the Telecommunications Lease shall not be enforceable against, nor shall it be binding upon, the Landlord unless and until it is signed by its duly authorized representatives.

22. LANGUAGE

The parties acknowledge having expressly required that this Telecommunications Lease be drawn up in English. Les parties déclarent avoir expressément requis que le présent bail de télécommunications soit rédigé en anglais.

[Signatures on the next page]

IN WITNESS WHEREOF, the parties have caused the Telecommunications Lease to be signed by their duly authorized representative(s).

ALEX AVERY, RENZO BARAZZUOL, NAVDEEP GILL, STEPHEN LOUKAS, SAMIR MANJI, BRETT MILLER, BEN RODNEY, RYAN ROSS and **JONATHAN WENER**, each in their capacity as trustee of and on behalf of **FONDS DE PLACEMENT IMMOBILIER COMINAR / COMINAR REAL ESTATE INVESTMENT TRUST**

By: Sébastien Dubois

Authorized Representative

TELUS COMMUNICATIONS INC.

By: Richard Johnson

Title: Manager, Building Access

Schedule C

Recoverable Costs

The recoverable costs are the costs of:

1. 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;
2. mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Tenant's requirements;
3. 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;
4. 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;
5. 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;
6. any other reasonable costs of facilitating the initial set up of the Tenant's operations within the Building; and
7. reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 6.