

FIRST LEASE AMENDING AND EXTENSION AGREEMENT

THIS AGREEMENT made as of the 16th day of November, 2022.

BETWEEN:

4576 YONGE HOLDINGS INC.
(hereinafter called the "Landlord")

OF THE FIRST PART

- and -

TELUS COMMUNICATIONS INC.
(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS:

A. By a point of presence lease dated March 5, 2018 (the "Lease"), 1159006 Ontario Limited agreed to permit the Tenant, inter alia, to install, construct, test, operate, maintain, repair and service its equipment located at 4576 Yonge Street (the "Building"), in the City of Toronto, Ontario, for a term of Five (5) years commencing on April 1, 2018 and expiring on March 31, 2023 (the "Term"); and

B. The Landlord acquired the Building on February 3, 2020, and is now the Landlord under the Lease; and

C. The parties have agreed to amend and extend the Lease as set out in this Agreement.

NOW THEREFORE IN CONSIDERATION of the sum of Ten Dollars (\$10.00) now paid by each of the parties hereto the other and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereby agree as follows:

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

2. The Term is hereby extended for a further period of Five (5) years commencing on April 1, 2023 (the "Effective Date") and expiring on March 31, 2028 (the "First Extension Term").

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

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

"During the First Extension Term, the Tenant agrees that it shall pay to the Landlord an annual rent of One Thousand, Five Hundred — xx/100 Dollars (\$1,500.00) plus H.S.T. during the First Extension Term";

(b) **The following shall be inserted into the Lease as Section 11.9 (A):**

"11.9 (A) Excuse of Landlord's Performance

In the event the Landlord shall be delayed or prevented from the performance of any acts required hereunder by reason of causes beyond the Landlord's control, including without limitation, strikes, lockouts, labour troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, rebellion, war, public health emergency, hostilities, military or usurped power, sabotage, inability to obtain any services or financing; or other reason of a like nature or through Act of God, providing such cause is not

due to the wilful act of the Landlord, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, the provisions of this Section do not operate to excuse the Tenant from the prompt payment of Rent.”;

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

5. The parties hereto represents and warrants that each has the full right, power and authority to enter into this Agreement with the other and each shall indemnify and save harmless the other in all respects thereto. The parties hereto agree to execute all further assurances that each may reasonably request to give effect to the foregoing and the terms of this Agreement.

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


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

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Dated at Toronto this 17th day of November, 2022


Landlord:
4576 YONGE HOLDINGS INC.

Per: 
Print Name: **David Hofstedter**
Print Title: **President**

Authorized Signatory

Dated at Toronto this 16th day of November, 2022

Tenant:
TELUS COMMUNICATIONS INC.

Per: 
Print Name: **Richard Johnson**
Print Title: **Manager, Building Access**

Authorized Signatory