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IN-BUILDING WIRE

TELECOMMUNICATIONS QUÉBEC LEASE AGREEMENT

BETWEEN

SOCIÉTÉ IMMOBILIÈRE CAMONT INC.

duly represented by its manager

CANDEREL MANAGEMENT INC.

(the **Landlord**)

- and -

TELUS COMMUNICATIONS INC.

(the **Tenant**)

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INFORMATION PAGE

This page sets out information which is referred to and forms part of the IN-BUILDING WIRE TELECOMMUNICATIONS LEASE AGREEMENT between **SOCIÉTÉ IMMOBILIÈRE CAMONT INC.**, duly represented by its manager **CANDEREL MANAGEMENT INC.**, as the Landlord and **TELUS COMMUNICATIONS INC.** as the Tenant. The information is as follows:

Building: the Building municipally known as "Montréal Herald", bearing civic addresses 455, Saint-Antoine Street West, in the City of Montréal, Province of Québec, being part of the Complex, as defined in Schedule A of the Lease.

Deemed Area and Tenant's Equipment: as described in Schedule B and C.

Commencement Date: the 1st day of December 2022.

Term: the period starting on the Commencement Date and expiring 14 years following the Commencement Date. If the Commencement Date starts on a day that is not the first (1st) day of the month, the Term will expire on the last day of the month on which the expiry date of the Term occurs.

Gross Rent: the annual sum of $1,065.48 payable monthly as described in Article 4.

Notices:

Landlord
LA CAISSE
Édifice Jacques-Parizeau
1001, Square Victoria, Suite C-900
Montréal (Québec) H2Z 2B5
Attention : Legal Affairs – Real Estate Services (HERALD)

With a copy to:
CANDEREL MANAGEMENT INC.
2000, Peel Street, Suite 900
Montréal (Québec) H3A 2W5
Attention : Senior Vice-President and Head of Property Management
Email : mtheriault@canderel.com

Tenant
TELUS COMMUNICATIONS INC.
25 York Street, 22nd Floor
Toronto (Ontario) M5J 2V5
Attention : Richard Johnson, Manager, Building Access
Email: richard_johnson@telus.com

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IN-BUILDING WIRE
TELECOMMUNICATIONS LEASE AGREEMENT

This Lease agreement entered into in Montréal, Québec on the date of last execution (the **Lease**).

BETWEEN: **SOCIÉTÉ IMMOBILIÈRE CAMONT INC.**, duly represented by its manager **CANDEREL MANAGEMENT INC.**, a company duly incorporated under the *Canada Business Corporations Act, L.R.C. (1985)*, c. C-44, having its head office at 900-2000, Peel Street in the City of Montréal, Province of Québec, H3A 2W5, herein acting and duly represented for the purposes hereof

(the **Landlord**)

AND: **TELUS COMMUNICATIONS INC.**, a company duly incorporated, having its head office at 25 York Street, Floor 29, in the City of Toronto, Province of Ontario, M5J 2V5, herein acting and duly represented for the purposes hereof

(the **Tenant**)

1. DEFINITIONS

In this Lease the capitalized terms appearing herein shall mean the following:

1.1 **Affiliate**: a company that is affiliated with another within the meaning of the *Canada Business Corporations Act*.

1.2 **Applicable Laws**: means all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction, in force from time to time, including for the purposes of Article 44, the laws of any foreign jurisdiction, and environmental Laws. For the purposes hereof, **environmental Laws**: means all federal, provincial or municipal legislative and regulatory environmental provisions, including, in all cases, any judgements, orders, notices of offence or other notices, decrees, codes, rules, instructions, policies, guidelines and guides, authorisations, certificates of authorisation, approvals, permits and licenses issued by any authority having jurisdiction, the whole as amended from time to time.

1.3 **Broadcasting**: any transmission of programs, whether or not encrypted, by radio waves or other means of telecommunication for reception by the public by means of any device.

1.4 **Building**: the building situated on the Lands, as municipally described on the Information Page and Schedule A.

1.5 **Business Day**: any day which is not a Saturday, Sunday or a day observed as a holiday under the applicable laws in the Province of Québec.

1.6 **Cable**: fibre optic, coaxial, copper cables and wires.

1.7 **Commencement Date**: the date stated as the Commencement Date on the Information Page and Article 3.

1.8 **Communications Equipment**: cabinets, racks, electronic equipment and other equipment that (i) have been installed by the Tenant or a corporate predecessor of the Tenant, before the date of this Lease, or (ii) are installed, or are to be installed by the Tenant, as described in Schedule C, in the Deemed Area as described in Schedule B, and (iii) such other equipment as may be installed by

the Tenant during the Term and any renewal term thereof, as approved by the Landlord in accordance with Article 7.

1.9 **Communications Spaces**: telecommunications pathways and cable pathways (if any) on or in the Building designated by the Landlord, acting reasonably, for use by the Tenant through which Cable will be installed and such other pathways used by the Tenant during the Term and any renewal term as approved by the Landlord in accordance with Article 7.

1.10 **Connecting Equipment**: the Cable, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that (i) have been installed by the Tenant or a corporate predecessor of the Tenant before the date of this Lease, or (ii) are described in Schedule C and are installed, or to be installed by the Tenant, through the Entrance Link, and the Communications Spaces, and (iii) such other connecting equipment as may be installed by the Tenant in the Building during the Term and any renewal term, as approved by the Landlord in accordance with Article 7, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

1.11 **CPI**: the Consumer Price Index (without taking into account quarterly periods) for the urban agglomeration which is closest to the Building, as published by Statistics Canada or replacement agency, or if such an index is not published, the index which is the most similar to it, with the appropriate adjustment on the basis for comparison if the calculation is different.

1.12 **Cross Connection**: the connection of one wire or cable under the management and control, or ownership of one party to a wire or cable under the management and control or ownership of another, by anchoring each wire or cable to a connecting block and placing a third wire between the two, or by any other means, and any other connection of the telecommunications system or any of its components that is under the management, control or ownership of one party to that of another, or any of its components.

1.13 **CRTC**: the Canadian Radio-television and Telecommunications Commission.

1.14 **Deemed Area**: the area described in Schedule B.

1.15 **Entrance Cable**: the Cable installed or to be installed by the Tenant that connects the Tenant's telecommunications network from the property line of the Lands to the Communications Equipment and to the Main Distribution Frame and includes the tie Cable between the Communications Equipment and the Main Distribution Frame.

1.16 **Entrance Link**: the core sleeve, or other penetration designated by the Landlord, acting reasonably, through the Building's foundation walls or elsewhere containing the Entrance Cable.

1.17 **Equipment Room**: the area containing the Main Distribution Frame for the Building.

1.18 **Event of Default**: defined in Article 18.

1.19 **Existing Equipment**: that part of the Tenant's Equipment installed before the date of this Lease.

1.20 **Hazardous Substance**: any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Building is situated or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenyls, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

1.21 **Hours of Operation**: the period between 8:00 a.m. and 6:00 p.m., from Monday to Friday, excluding statutory holidays in the Province of Québec and such other times as the Landlord may determine from time to time.

1.22 **In-Building Wire**: as defined by the CRTC constitutes copper wires, Cable and other facilities which originate in the Equipment Room and run to the telephone closet on each floor and thereafter to but not within the premises of the tenant's or occupants in the Building.

1.23 **Information Page**: the sheet attached to this Lease as page IP.

1.24 **Inside Wire**: wires and other facilities which are usually in, or in proximity of, premises of the tenants or occupants of the Building, and which are under those persons' or entities' responsibility and control.

1.25 **Landlord**: the owner of the Building represented by its mandatary, as well as its successors and assigns, and when applicable, its employees and authorised representatives.

1.26 **Lands**: the lands described on the Schedule A, as amended, enlarged or reduced, from time to time.

1.27 **Lease**: refers to this agreement and its schedules, as well as any amendments made in writing and duly signed by the Landlord.

1.28 **LEC**: a local exchange carrier regulated by the CRTC.

1.29 **Main Distribution Frame**: the main distribution frame or other physical location for the Cross Connection of a TSP's Entrance Cable to the In-Building Wire located in the Building.

1.30 **Multi-Dwelling Unit Building**: as defined by the CRTC in Decision 2003-45 constituting a building with at least two units and at least one unit occupied by a tenant.

1.31 **Person**: where the context allows, includes any physical person, corporation, partnership or association, or any groups or combinations of same.

1.32 **Plans and Specifications**: the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Article 7.

1.33 **Prime Rate**: the rate designated from time to time by the Royal Bank of Canada as being its prime rate, plus 5%.

1.34 **Recoverable Costs**: the costs and expenses, plus an administration fee of fifteen percent (15%), particularized on Schedule E for building services of the Landlord requested by the Tenant or causal to the Tenant's construction, installation, and operation activities relating to the Tenant's Equipment. Payment will be made, in each case, within thirty (30) days of the services in the Building. However, Recoverable Costs shall not include costs that would be incurred by the Landlord in any event, costs that have already been incurred by the date of execution of this Lease, the costs associated with the negotiation, management, administration, monitoring and enforcement of this Lease or of other agreements with TSPs invoice.

1.35 **Released Landlord Persons**: the Landlord and property manager of the Building and any lender that holds security on the Building, and the respective officers, directors, employees, agents and contractors, of all and any of them.

1.36 **Released Tenant Persons**: the Tenant and the officers, directors, employees, agents and contractors of the Tenant.

1.37 **Rent**: the Gross Rent and any amount payable by the Tenant under this Lease.

1.38 **Services**: the telecommunication or other communication services to be provided by the Tenant.

1.39 **Technical Representative**: a person or entity retained by the Landlord to provide technical advice, management and supervision services for all or part of the Communications Spaces, risers, ducts, conduits, sleeves, communications pathways (including the Communications Spaces), roof areas and other telecommunications related facilities in or serving the Building.

1.40 **Tenant**: the Tenant, its successors, assigns and assignees which the Landlord has accepted, and where applicable its authorised representatives. Where the context permits, Tenant will also include all servants, employees, agents and contractors of Tenant, as well as any person under the Tenant's exclusive control.

1.41 **Tenant's Equipment**: the Communications Equipment and the Connecting Equipment as described in Schedule C.

1.42 **Term**: the period beginning on the Commencement Date and expires on the date stipulated on the Information Page and Article 3, unless the Lease is terminated earlier in accordance with its provisions.

1.43 **Telecommunications service provider (TSP)**: a telecommunications or other communications service provider.

2. GRANT

(a) the Landlord grants to the Tenant for the Term, a non-exclusive right:

(i) to install, operate, maintain, repair, replace, and remove, at the Tenant's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;

(ii) to use the Entrance Link, Main Distribution Frame, and Communications Spaces;

(iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and

(iv) connect the Tenant's Equipment to the In-Building Wire and Inside Wire.

(b) The Tenant shall be provided access to the Lands and Buildings in order to exercise its non-exclusive lease, during Hours of Operation, except in the case of an emergency, subject to:

(i) the Landlord's reasonable security requirements;

(ii) the notice requirement as provided in Article 9(b); and

(iii) an event of Force Majeure as provided in Article 35.

(c) The Tenant shall use the Equipment Room and Deemed Area for the sole purpose of providing Services to its clients, tenants and occupants in the Building. The Tenant is expressly forbidden to serve other properties from the Building.

(d) The Landlord makes no warranty or representation that the Equipment Room, Deemed Area, the Communications Spaces or any part of the Building is or are suitable for the Tenant's use.

(e) The Landlord may grant, renew or extend similar rights to other suppliers of telecommunications services. This Lease is revocable only in accordance with the express terms of this Lease.

(f) The Tenant agrees to assist the Landlord in improving the space and operating efficiencies within the Building by undertaking the following, at the Tenant's cost, at the request of the Landlord and within timeframes approved by the Landlord, acting reasonably:

(i) identifying Existing Equipment;

(ii) upon reasonable request from the Landlord, to achieve improved space and operating efficiencies in connection with specific cases, examining, identifying and labelling specific items of Existing Equipment;

(iii) relocating, reconfiguring and improving space and operating efficiencies related to Existing Equipment in accordance with the reasonable requests of the Landlord, but subject to Article 2(d);

(iv) removing all abandoned cable as required by applicable fire codes, and all flammable cable that is dangerous by virtue of its location within the Building; and

(v) upon request from the Landlord and with reasonable time to respond in the circumstances, providing to the Landlord its existing available information on its Existing Equipment, e.g. concerning types of wiring, wiring casings, materials used in the Existing Equipment, sizes, capacities and other information, where that other information may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements where the requirements of the Landlord's insurers.

(g) The relationship between the Landlord and the Tenant is solely that of independent contractors, and nothing in this Lease shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

3. TERM

The Term of this Lease starts on the Commencement Date and expires on the date stipulated on the Information Page, unless terminated earlier in accordance with the provisions of this Lease.

4. GROSS RENT

(a) The Tenant covenants to pay the Landlord, without any abatement, deduction, or compensation whatsoever, a gross rent (the **Gross Rent**) for the Premises as follows:

(i) From December 1, 2022, to November 30, 2023, based on an annual rate of $1,065.48, payable in advance on the first day of each month, in equal monthly and consecutive instalments of **$88.79** plus applicable taxes;

(ii) From December 1, 2023, to November 30, 2024, based on an annual rate of $1,135.20, payable in advance on the first day of each month, in equal monthly and consecutive instalments of **$94.60** plus applicable taxes;

(iii) From December 1, 2024, to November 30, 2025, based on an annual rate of $1,209.60, payable in advance on the first day of each month, in equal monthly and consecutive instalments of **$100.80** plus applicable taxes;

(iv) From December 1, 2025, to November 30, 2026, based on an annual rate of $1,288.80, payable in advance on the first day of each month, in equal monthly and consecutive instalments of **$107.40** plus applicable taxes; and

(v) Commencing on December 1, 2026, the Gross Rent shall be increased annually by 3% on December 1st of each year during the Term.

(b) The Gross Rent is comprised of a base rent, the Tenant's proportionate share of operating expenses, the Tenant's proportionate share of real estate taxes and the cost of electricity for the Premises subject to Article 6.

(c) The Tenant shall also pay to the Landlord any Recoverable Costs incurred by it within thirty (30) days after receipt of each itemized invoice, without deduction or set off.

(d) **At the Tenant's request, Tenant will have the option but not the obligation, to pay the entire Gross Rent in one payment in advance to the Landlord annually on December 1st of each year of the Term. It is agreed and understood between the parties that in the event that Tenant pays the entire Gross Rent in one payment in advance annually, the Landlord has no obligation to invoice annually the Gross Rent and the Gross Rent shall be invoiced on the 1st day of each month of the Term as per the terms of the present Article 4.**

5. USE

(a) The Communications Spaces, the Deemed Area and the Equipment Room (collectively referred to as the **Premises**) may be used by the Tenant for the installation, operation and maintenance of the Tenant's Equipment and providing Services to tenants or occupants of the Building and for no other purpose.

(b) No part of the Tenant's Equipment may be used by the Tenant to provide Services to tenants or occupants of the Building (except signals from the Tenant's Equipment which are available to all of the Tenant's customers in the vicinity of the Building) either directly or indirectly through other TSPs.

(c) The Tenant must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Lease does not provide for the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment.

6. ELECTRIC UTILITIES

The Landlord will estimate, acting reasonably, the amount of electricity consumed by the Tenant which amount shall be paid by the Tenant when it is billed. The Landlord may require the Tenant to install an

electrical submeter, make and model to be determined by the Landlord, at the Tenant's expense to estimate the amount of electricity consumed by the Tenant. Alternatively, the Tenant may install a meter at its cost and in that case it will pay for its electricity consumption directly to the utility supplier.

The Landlord has no obligation to provide emergency or "backup" power to the Tenant. Any provision of emergency or "backup" power shall be the sole responsibility of the Tenant. No interruption or malfunction of any utility service will be a breach by the Landlord of any of the Landlord's obligations. The Landlord does not guarantee the quantity or character of any utility service.

7. CONSTRUCTION

(a) Subject to what is stated below, prior to performance of any work, or the making of any installation, and prior to changes, alterations or upgrades to any existing work or installation in the Building, the Tenant shall, at its sole cost and expense, prepare and deliver to the Landlord working drawings, plans and specifications for the work or installation detailing the type, size and location of the Tenant's Equipment that is proposed to be installed, altered or removed, the Communication Spaces to be used by the Tenant and the Deemed Area, all specifically describing the proposed construction and work. All working drawings, plans and specifications must be prepared in accordance with applicable engineering standards and will be considered as part of the Plans and Specifications when they have been approved by the Landlord, in writing. No work shall commence until the Landlord has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. The Landlord's approval of Plans and Specifications is not deemed a representation that the Tenant's Equipment will not cause interference with other systems in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations which remains the responsibility of the Tenant.

(b) Since the structural integrity of the load bearing capability of the roof of the Building, the moisture resistance of the Building membrane, the aesthetic characteristics of the roof, interior and exterior of the Building, as well as the ability of the Landlord to use all parts of the Building are of critical importance, the Plans and Specifications must be sufficiently detailed to ensure that these concerns are protected. The Tenant may be required to construct a form of screen barrier or enclosure, or paint the Tenant's Equipment for aesthetic reasons, in accordance with Plans and Specifications approved by the Landlord.

(c) The Tenant warrants that, except for the Existing Equipment, the installation of the Tenant's Equipment shall be in strict compliance with the approved Plans and Specifications.

(d) The erection, installation, operation, maintenance, repair, relocation and replacement (the **Operations**) of the Tenant's Equipment shall at the Landlord's option for those portions of the Operations which affect the roof of the Building, Building's structure or base Building systems, either be performed by the Landlord, or performed by persons designated by the Landlord and under the Landlord's supervision.

(e) The Tenant agrees that installation and construction shall be performed:

(i) in a neat, responsible, and good and workman-like manner;

(ii) strictly consistent with such reasonable requirements as shall be imposed by the Landlord and communicated in advance to the Tenant in writing;

(iii) in accordance with all applicable laws, rules and regulations, industry standards and best practices;

(iv) in accordance with the Building Rules and Regulations as set out in Schedule D; and

(v) using only contractors approved in writing by the Landlord (it being acknowledged that, without limitation, a lack of or incompatible union affiliation of a contractor is a reasonable basis for failing to approve a contractor).

(f) The Tenant shall label each Tenant's Equipment, Existing Equipment, and Cable installed by the Tenant in the Building, Communications Spaces, in each telephone closet through which the Cable pass, and, in addition, at any intervals and at additional locations that the Landlord might reasonably require. The labelling will be in a format approved by the Landlord acting reasonably.

(g) The Tenant shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Landlord prior to commencement of construction and work. The Tenant's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over the Tenant's operations.

(h) The Tenant shall not, during construction or otherwise block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways.

(i) The Tenant may amend or supplement the Plans and Specifications approved by the Landlord, from time to time, with the written consent of the Landlord, for the purpose of serving tenants and occupants of the Building. All terms and conditions of this Article 7 shall apply.

(j) Prior to the installation of any additional Tenant's Equipment under this Lease, the Tenant will also provide to the Landlord whatever information the Landlord reasonably requires concerning types of wiring casings, materials used in the Tenant's Equipment, sizes, capacities and other information which may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Landlord's insurers. From time to time at reasonable intervals, the Landlord may require the Tenant to update the information referred to above in connection with the Tenant's Equipment and the Tenant will complete the update by confirmation in writing no later than ten (10) Business Days after written request.

8. COVENANTS

(a) The Tenant covenants as follows:

(i) The Tenant shall, at its sole cost and expense, maintain and repair the Deemed Area and the Tenant's Equipment in proper operating condition and maintain them in satisfactory condition as to safety;

(ii) the Tenant shall, at its sole cost and expense, repair any damage to the Building, Communications Spaces and any other property owned by the Landlord or by any tenant of the Landlord or by any other occupant of the Building where such damage is caused by the Tenant or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If the Tenant fails to repair or refinish the damage, the Landlord may repair or refinish such damage and the Tenant shall

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reimburse the Landlord all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs. This Article shall survive the expiration or earlier termination of this Lease;

(iii) the Tenant shall not interfere with the use and enjoyment of the Building by the Landlord or by tenants of the Landlord or tenants or occupants of the Building or other buildings. If such interference occurs, the Landlord may give the Tenant written notice thereof and the Tenant shall correct same as soon as possible but not more than forty-eight (48) hours after receipt of notice. If the Tenant fails to correct the conditions after proper notification, the Landlord may take any action the Landlord deems appropriate to correct the conditions, all at the cost of the Tenant, plus an administration fee equal to fifteen percent (15%) of those costs;

(iv) the Tenant's Equipment shall not disrupt, adversely affect, or interfere with other providers of communications services in the Building installed prior to this Lease, the Building's operating, elevator, safety, security, or other systems, or with any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties. The Tenant shall correct such interference as soon as possible but not more than forty-eight (48) hours after receiving written notice of such interference;

(v) the Tenant will comply with all Building Rules and Regulations as set out in Schedule D, as periodically adopted by the Landlord and/or its Technical Representative acting reasonably, and will cause its agents, employees, contractors, invitees and visitors to do so;

(vi) the Tenant will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Deemed Area, the Equipment Room, the Tenant's Equipment and In-Building Wire, including the Tenant's provision of services (including but not limited to Safety Code 6 issued by Health Canada and Industry Canada);

(vii) the Tenant will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the In-Building Wire. Despite the foregoing, the Landlord acknowledges and agrees that the Tenant is permitted to allow other local exchange carriers to connect to and use copper In-Building Wire under its responsibility and control and conversely, to connect to and use copper In-Building Wire under the control and responsibility of other local exchange carriers, at no cost;

(viii) Except as required or mandated by the CRTC, the Tenant will not permit any other TSP to co-locate equipment in its Deemed Area nor will it permit any other TSP to connect to any of the Tenant's Equipment or to use any part of the Tenant's Equipment;

(ix) the Tenant will strictly comply with all occupational health and safety legislation, workers' compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable; and

(x) if the Landlord elects to retain a Technical Representative, the Tenant will, to the extent directed by the Landlord (i) recognize the Technical Representative as the duly authorized representative of the Landlord, and (ii) abide by all reasonable policies, directions and decisions of the Technical Representative pertaining to matters such as the use of Communication Spaces and other areas within the

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Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns.

(b) The Landlord covenants:

(i) To operate, repair and maintain the Building and Building systems and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards;

(ii) that any consent or approval of the Landlord pursuant to the terms of this Lease shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for;

(iii) subject to the Tenant reimbursing the Landlord for the Landlord's reasonable costs in doing so, and subject to payment to the Landlord of an administration fee of fifteen percent (15%) of those costs, to cooperate with the Tenant to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Tenant's construction, installation and operations provided for in this Lease, in or in respect of the Building; and

(iv) If the operation of the Tenant's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Building, the Landlord shall, to the extent that it is commercially reasonable, upon being provided by the Tenant with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Tenant in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

9. ACCESS

(a) The Tenant's authorized representatives may have access to the Equipment Room at all times during Hours of Operation, and at other times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving and repairing the Tenant's Equipment. The Landlord will give the Tenant's authorized employees or properly authorized contractors, subcontractors, and agents of the Tenant ingress and egress to the Lands, Building and Communications Spaces including non-exclusive use of an elevator during Hours of Operation, and at other times as agreed by the parties in advance. However, only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of the Tenant, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building, Communications Spaces, Equipment Room, or other areas in the Building and only upon the conditions set forth in this Lease. The Tenant shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communications Spaces, Equipment Room, or other areas in the Building.

(b) Except in the event of an emergency and as described below, the Tenant will give at least twenty-four (24) hours' notice to the Landlord of its intent to enter Communications Spaces. At the time that notice is given, the Tenant shall inform the Landlord of the names of the persons who will be accessing the Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. The Tenant, its employees, contractors, and/or agents will follow the Landlord's rules and regulations for access to the Building which may change from time to time without notice. For routine service and repair visits to

the Building during Hours of Operation for which purposes the Tenant requires access without advance notice in order to meet its CRTC-mandated service provisioning and service repair intervals this notice may be given at the time of the entry, to the security person, or other person designated for that purpose by the Landlord. Any person who accesses the Building Communications Spaces, or any other part of the Building which the Tenant designates outside of Hours of Operation, may be required by the Landlord to be accompanied by a representative of the Landlord designated for that purpose and the cost of providing this form of accompaniment or supervision will be paid by the Tenant to the Landlord based on hourly wage and employment cost plus an administration fee of fifteen percent (15%). In the event of any emergency, the Tenant shall give to the Landlord as much advance notice as reasonably possible of its intent to enter the Communications Spaces and, within five (5) Business Days following the entry, shall provide to the Landlord a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.

(c) Nothing in this Lease shall prohibit or otherwise restrict the Landlord and its representatives from having access to and to enter upon and into the Equipment Room or any Deemed Area for the purpose of inspections, conducting maintenance, repairs and alterations which the Landlord wishes to make in connection with the Building, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room, Deemed Area, or the Building or for such other purposes as the Landlord considers necessary. The Landlord will, however, except in case of an emergency, give the Tenant at least twenty-four (24) hours advance notice before entry into the Deemed Area and will be accompanied by a representative of the Tenant if the Tenant makes a representative available for that purpose within forty-eight (48) hours of the Tenant's receipt of the Landlord's notice.

(d) Notwithstanding anything to the contrary, the Tenant shall direct or instruct its employees, contractors, agents and other representatives to cease all construction or other works on, or in the vicinity of the Building between November 15th and January 15th of each year (the **Winter Period**) so as not to disturb, disrupt, inconvenience or hinder the Landlord, its tenants, employees, customers or other occupants while at the Building, in any way during the Winter Period. For greater certainty, construction or other work carried out during the Winter Period by the Tenant exclusively within the Equipment Room and/or Deemed Area shall be permitted so long the Landlord, its tenants, employees, customers and other occupants are not disturbed, disrupted, hindered, or inconvenienced by said work.

10. INSURANCE

(a) The Tenant shall maintain in force, at its expense, during the Term of this Lease and any renewal term, a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Landlord, acting reasonably, insuring the Tenant and, as additional insureds, the Landlord, any property manager or any lender that holds security on the Building that the Landlord may reasonably designate by written notice, only in respect of matters related to the operations of the Tenant in the Building, with a combined single limit of Ten Million Dollars ($10,000,000.00) per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Building and tangible property of the Landlord in the Building or bodily injury or death of the Landlord's employees, or bodily injury or death or physical damage to tangible property suffered by any of the customers of the Tenant and their employees in the Building. The Tenant's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies, will contain owners' and contractors' protective coverage, standard non-owned automobile coverage,

contingent employer's liability insurance, a cross liability and severability of interests clause, and be written on an occurrence basis.

(b) The Tenant will also maintain (i) an automobile liability insurance policy, and (ii) all risk property insurance (including flooding and earthquake) and broad comprehensive boiler and machinery insurance on the Tenant's Equipment with a sufficient insured limit to cover its replacement cost and with a waiver of subrogation against the Landlord from the property insurers or, alternatively, the Tenant may self insure for the full replacement cost of the Tenant's Equipment.

(c) The Tenant's Commercial General Liability insurance shall be primary insurance insofar as the Landlord and the Tenant are concerned, with any other insurance maintained by the Landlord being excess and non-contributing with the insurance of the Tenant required hereunder with respect to the extent of the negligence of Tenant and those over whom it is responsible in law.

(d) The Tenant shall provide proof of such insurance to the Landlord prior to commencement of any construction and notify the Landlord, in writing, that a policy is cancelled or materially changed to the detriment of the Landlord at least thirty (30) days prior to such cancellation or material change. Annually, on the anniversary of the Commencement Date, or upon renewal of the respective policies as the case may be, the Tenant shall provide proof of such insurance in the form of insurance certificates signed by the Tenant's insurance brokers or its insurers' authorized representatives and in form, content, and detail consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) to the Landlord, acting reasonably.

(e) The Landlord will maintain all risk property insurance on the Building.

11. RELEASE BY TENANT

In no event will the Landlord be liable to the Tenant and the Tenant releases the Landlord for:

(a) any damage to the Tenant's Equipment, Equipment Room, and Deemed Area or loss of use of such property;

(b) the quality, adequacy, compatibility or sufficiency of any Building Communications Spaces provided to the Tenant hereunder, it being acknowledged by the Tenant that all Building, Communications Spaces are provided "as is" and "where is", the use of which is at the sole risk of the Tenant;

(c) the activities of any third party, under the terms of another telecommunications access lease or similar agreement, whether or not the party has been escorted while within the Building;

(d) any claims resulting from lightning or other electrical current passing through the Building or facilities that cause any damage to the Tenant's Equipment or result in the interruption of any service by the Tenant;

(e) the inadequacy of any utility service, or the loss of or the failure to provide any utility service save and except for the failure of the Landlord to provide reasonable prior written notice in accordance with Article 6. The Tenant acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in office buildings and the Tenant further

acknowledges that any sensitive equipment in and on the Building will be protected by the Tenant from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems; or

(f) any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of or use of property referred to in paragraph (a), or damage to property in respect of which the Tenant maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Lease, whether the property insurance is provided by a third party insurer or the Tenant self insures, it being acknowledged that the Landlord, in requiring the Tenant to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Landlord.

This release extends to any acts or omissions of the Landlord but not to any grossly negligent or wrongful wilful acts or omissions of the Landlord.

12. RELEASE BY LANDLORD

The Landlord releases the Tenant in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Landlord's property in respect of which the Landlord maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Lease, whether the property insurance is provided by a third party insurer or the Landlord self-insures, it being acknowledged that the Tenant, in requiring the Landlord to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Tenant.

13. HYPOTHECS

Tenant will pay before delinquency all costs for work done or caused to be done by Tenant in the Building which could result in any hypothec or encumbrance on Landlord's interest or Tenant's interest or both in the Lands or the Building or any part thereof, will keep the title to the Lands and the Building and every part thereof free and clear of any hypothec or encumbrance in respect of such work and will indemnify and hold harmless Landlord against any claim, loss, cost, demand and legal or other expense, whether in respect of any hypothec or otherwise, arising out of the supply of material, services or labor for such work. Tenant will immediately notify Landlord of any such hypothec or claim in relation thereto or other action of which it has or reasonably should have knowledge and which affects the title to the Lands and the Building or any part thereof, and will cause the same to be removed within five (5) days (or such additional time as Landlord may consent to in writing), failing which Landlord may take action as Landlord deems necessary to remove the same and the entire cost thereof will be immediately due and payable by Tenant to Landlord, including all judicial and extra -judicial fees, costs and disbursements on a substantial indemnity basis.

14. CONSEQUENTIAL DAMAGES - EXPANDED MEANINGS - AGENCY AND TRUST

(a) Neither the Landlord nor the Tenant will be liable to the other (regardless of any other provision of this Lease), in respect of any indirect, special, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

(b) Wherever a release is provided for under this Lease in favour of the Landlord, it will be deemed to include the Released Landlord Persons. The Landlord acts as a mandatary for the benefit of the Released Landlord Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Lease that is intended to benefit them.

(c) Wherever a release is provided for under this Lease in favour of the Tenant, it will be deemed to include the Released Tenant Persons. The Tenant acts as a mandatary for the benefit of the Released Tenant Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Lease that is intended to benefit them.

15. ASSIGNMENT, SUBLEASING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE TENANT

(a) The Tenant shall not assign this Lease in whole or in part without obtaining the prior written consent of the Landlord which consent may not be unreasonably withheld. Despite what is stated above, the Tenant may assign its rights under this Lease, on a bona fide basis, to an Affiliate without the prior written consent of the Landlord, to a purchaser of substantially all of the assets of the Tenant if: (i) the assignee executes an agreement with the Landlord to be bound by the terms of this Lease and agrees to pay the reasonable costs of the Landlord incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of the Tenant, an assignment in respect of which the Landlord's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Landlord those reasonable particulars which the Landlord requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Landlord reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement mentioned above and to satisfy itself that the requirements stipulated above are satisfied.

(b) No assignment whether to an Affiliate or otherwise, shall release the Tenant from any liability or obligation under this Lease, unless the Landlord provides a release in writing.

(c) The Tenant will not sublease, co-locate, share the use of, or otherwise provide the benefit of this Lease to any third-party telecommunication provider or other communication service provider and will not mortgage or encumber its rights under this Lease in favour of any lender without the Landlord's consent.

(d) Despite what is stated above, the Tenant will be permitted to assign its rights under this Lease to a bona fide lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking. However, this permission does not imply or allow the inference that the Landlord waives, or is willing to forbear from the exercise of its remedies under this Lease, should an Event of Default occur, nor that any lender will have any greater rights than the Tenant in respect of this Lease, including but not limited to the restrictions set out in this Article 15.

16. HAZARDOUS MATERIALS

The Tenant shall not install, bring upon, or use any Hazardous Substance into or on the Building except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Tenant's business in the Building, and provided that any such use is in compliance with

all applicable laws. The Tenant shall indemnify and hold the Released Landlord Persons and any party the Landlord is responsible for at law, harmless from any claim, loss, cost, damage, or expense resulting from any breach regarding the installation or use of any Hazardous Substance brought into or on the Lands or Building by the Tenant, including any and all costs incurred in remedying such breach.

17. Relocation

The Landlord may at any time, require the Tenant, to relocate within the Building any or all of the Tenant's Equipment, and the Deemed Area. Upon receipt of ninety (90) days advance written notice from the Landlord, (a "**Relocation Request**"), the Tenant shall relocate the Tenant's Equipment and the Deemed Area. The Landlord shall permit the Tenant to effect any relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location. If a Relocation Request is delivered, the Tenant, will, within fifteen (15) days after its receipt deliver written notice to the Landlord setting out particulars of its estimate of the relocation costs and, the Landlord will be entitled to rely upon that estimate in proceeding with the relocation. The Landlord may at any time within fifteen (15) days after receipt of the Tenant's estimate of the relocation costs rescind its Relocation Request by giving written notice to the Tenant to that effect.

18. Events of Default - Termination Remedies

(a) Each of the following events shall be deemed to be an Event of Default by the Tenant under this Lease:

(i) the Tenant defaulting in the payment of any Rent, amount, or portion thereof, or other sum of money due to the Landlord and such default continues for more than five (5) Business Days, after written notification of such default by the Landlord to the Tenant;

(ii) there is interference with the telecommunications or computer equipment of the Landlord, any tenant, or any other occupant of the Building or any other telecommunications or computer devices provided in the Building by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Tenant's Equipment, which interference is not cured within forty-eight (48) hours of the Tenant's receipt of written notice by the Landlord of such interference;

(iii) the revocation of the Tenant's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Tenant's providing of such services;

(iv) the Tenant's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Tenant; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Tenant for the appointment of a trustee, receiver or liquidator of the Tenant or of any of the Tenant's property or a proceeding by any governmental authority for the dissolution or liquidation of the Tenant;

(v) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Tenant under any loan or debt obligation;

(vi) the ceasing of the Tenant to carry on business in the ordinary course;

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(vii) if the Tenant is in default in the observance or performance of any of the Tenant's other obligations under this Lease and such default continues for more than ten (10) Business Days after written notification of such default by the Landlord to the Tenant;

(viii) if the Tenant, its employees, contractors, agents or other representatives performs construction or other work at, or in the vicinity of the Building during the Winter Period; and

(ix) the Tenant and/or a Warranting Party fails to comply with the provisions of Article 44.

(b) Upon or after the occurrence of an Event of Default the Landlord may elect to terminate this Lease without limiting its other remedies.

(c) If the Landlord is in default in the observance or performance of any of the Landlord's other obligations under this Lease and such default continues for more than ten (10) Business Days after written notification of such default by the Tenant to the Landlord, the Tenant may terminate this Lease without limiting its other remedies.

19. Restoration Obligations

At the expiration or earlier termination of this Lease the Tenant shall, at the Tenant's sole cost and expense, without hypothecs or other encumbrance, remove the Tenant's Equipment, Cable, and all of the Tenant's personal property from the Building. If any property that is required to be removed is not so removed within twenty (20) Business Days after the termination, the property may be removed and disposed of by the Landlord at the Tenant's expense (and the Tenant will pay an administration fee equal to fifteen percent (15%) of the expense). As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of the Tenant's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Tenant further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Tenant's Equipment. If the Tenant fails to repair or refinish any such damage, the Landlord may, in its sole discretion, repair or refinish such damage and the Tenant shall reimburse the Landlord of all costs and expenses incurred in such repair or refinishing and will pay to the Landlord an administration fee equal to fifteen percent (15%) of the cost. The Tenant will provide to the Landlord upon completion of the removal of the Tenant's Equipment an engineer's report confirming completion of the removal in accordance with this Lease.

20. Landlord's Alterations

Despite anything else in this Lease, the Landlord may, at any time, make any changes in, additions to or relocations of any part of the Building; may grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building, may close all or any part of the Building to such extent as the Landlord considers necessary to prevent the accrual of any rights in them to any persons; and the Landlord may also make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by the Tenant) which serve any part of the Building. No claim for compensation shall be made by the Tenant by reason of any inconvenience, nuisance or discomfort arising from work done by the Landlord but the work will be done as expeditiously as is reasonably possible.

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21. NOTICES

Any demand, notice or other communication to be made or given in connection with this Lease shall be in writing and shall be deemed received by the recipient on the date of delivery, provided that delivery is made before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated on the Information Page.

22. TENANT'S EQUIPMENT TO REMAIN PERSONAL PROPERTY

Except as otherwise provided in this Lease, the Tenant's Equipment and Cable shall remain personal property of the Tenant although it may be affixed or attached to the Building, and shall, during the Term of this Lease, or any renewal term thereof, and upon the expiration of this Lease belong to and be removed by the Tenant.

23. WAIVER

The Tenant waives any right which it may have or enjoy at any time pursuant to Articles 1859, 1861, 1863 (second paragraph) and 1867, 1868 (second paragraph), 1870, 1871, 1879, 1883 and 1890 of the *Civil Code of Quebec*, or any replacement legislation.

24. LIMITATION OF LIABILITY

The obligations of the Landlord under this Lease shall no longer be binding upon the Landlord if the Landlord sells, assigns or otherwise transfers its interest in the Building as owner or landlord (or upon any subsequent landlord or owner after the sale, assignment or transfer by such subsequent landlord). If there is such a sale, assignment or transfer, the Landlord's obligations shall be binding upon the grantee, assignee or other transferee of the interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed those obligations. A lease of the entire Building shall be deemed a transfer within the meaning of this Article. For greater clarity, nothing in this Article releases the Landlord from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

25. SPECIFIC TERMINATION RIGHTS

In addition to the other termination rights provided to it in this Lease, either party may elect to terminate this Lease in each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the other party:

(i) Where the Building has been destroyed, or damaged to such an extent that it is not feasible to repair it within a period of one hundred and eighty (180) days after the damage;

(ii) where the Deemed Area or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;

(iii) where the Building is expropriated by a lawful authority;

(iv) where the Landlord wishes to redevelop, or otherwise alter the Building in such a manner as to, in the Landlord's opinion, make the relocation of any part of the Deemed Area or the Tenant's Equipment not feasible;

(v) the Tenant is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the provisioning of Services by the Tenant or any other matters required by the Tenant to provide Services; or

(vi) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC.

26. NO TACIT RENEWAL

Unless the parties hereto sign an agreement to renew the Lease before the expiration of the Term, the Tenant recognizes and agrees that its occupancy of the Premises after the expiration of the Term does not extend the Term or tacitly or expressly renew the Lease. If the Tenant continues to occupy the Premises after the expiration of the Term, the Landlord may, at its discretion, demand the removal of the Tenant or may allow the occupancy to continue on a month to month basis, in consideration of a Gross Rent which is two (2) times the last monthly Gross Rent of the Term, the other terms and conditions of the Lease remaining the same.

27. LATE PAYMENTS

The acceptance by the Landlord of post-dated cheques or of any late payment shall be considered as a means of collection only, subject to the rights of the Landlord pursuant to these presents. Any sums unpaid by the Tenant shall bear interest at the Prime Rate.

28. PARTIAL PAYMENT OF RENT

The Tenant's payment of a part of the Rent owing is not deemed a recognition of the total payment of the Rent, and the Landlord is deemed to have accepted such payment as only a partial payment of the debt, without limiting any of its rights to recover the entire amount due or to exercise any other recourse available to it.

29. GST AND QST

All amounts stipulated or estimated herein are net of GST and QST, the parties undertaking to pay such taxes in addition to the amounts for which they are responsible.

30. PAYMENT OF RENT

All Rent shall be paid in Canadian dollars, on its due date, without prior demand and without abatement, compensation or deduction, other than as provided in this Lease as the case may be.

Payments to be made under the Lease shall be made to the order of **SOCIÉTÉ IMMOBILIÈRE CAMONT INC. – 455 SAINT-ANTOINE**, at the following address, or such other address as the Landlord may indicate to the Tenant, in writing, from time to time:

Canderel Management Inc.
c/o Encaissements Bureau Québec
2980 - 1 Place Ville Marie
Montréal, QC H3B 0E9

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In the event the Tenant, at its option, makes payments by an electronic funds transfer system, the Tenant shall simultaneously notify the Landlord by e-mail or internet and/or fax of the date and hour of said electronic payment. The Tenant's notification shall also include the Lease reference and the name of the Building within which it is located.

31. Estoppel Certificates

The Tenant will provide to the Landlord from time to time, within ten (10) Business Days following receipt of the Landlord's written request in each case, at no cost to the Landlord, a statement duly executed by the Tenant confirming that this Lease is in good standing confirming, the Rent payable and the Rent actually paid to any date specified by the Landlord for the statement confirming the Commencement Date, the Term, any renewal term, as the case may be, to which it claims to be entitled, and any other information that the Landlord reasonably requests pertaining to this Lease or Building.

32. Several Obligations – Non-Recourse

The liability of each of the Landlord(s) where there are more than one, is several and not joint, or joint and several and is limited to the interest of the Landlord(s) from time to time in the Building.

33. Entire agreement

The terms and conditions contained in this Lease supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Lease. This Lease shall not be modified or amended except in writing signed by authorized representatives of the parties.

34. Tenant's Representation

The Tenant represents to the Landlord and acknowledges that the Landlord relies upon this representation and would not have entered into this Lease but for that representation, that, the construction, design and operation of the Tenant's Equipment includes back-up, redundant and "fail safe" features so that the risk of damage, malfunction or disruption of the Tenant's Equipment disrupting service to customers or other third parties utilizing that network and equipment (except for telecommunication services between (i) the customers of the Tenant or the customers of telecommunication service providers that lease local loops from the Tenant to serve customers within the Building and (ii) persons communicating with those customers) is minimized.

35. Force Majeure

Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Lease within the time prescribed, and such failure shall be caused, or materially contributed to, by force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Lease, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Lease, Force Majeure means, if during the Term either party to this Lease will be unable to perform any of the terms, obligations, or conditions contained in this Lease due to strikes, walkouts (except for strikes or walkouts directly involving employees of Tenant), civil commotion, warlike operations, governmental regulations or controls, acts of God, pandemics, inability to procure materials or services, otherwise beyond

the reasonable control of such party. Notwithstanding anything contained in this Lease to the contrary, nothing in this Force Majeure provision will relieve Tenant from payment of Rent as required in this Lease and insolvency or lack of funds will not relieve any party to this Lease from fulfillment of any obligation arising from any part of this Lease.

36. Implied Waivers

A waiver by the Landlord or the Tenant of any breach of the terms, covenants and conditions of this Lease shall not be deemed to be a waiver of the term, covenant or condition or of any subsequent breach of it or any other term, covenant or condition. No term, covenant or condition of this Lease is deemed to have been waived unless the waiver is in writing and signed by the Landlord or the Tenant, as the case may be.

37. Severability

If any provision of this Lease or any part of a provision is found to be illegal or unenforceable then it will be severed from the rest of this Lease and the rest of this Lease will be enforceable, accordingly.

38. Governing Law

This Lease will be governed by the laws of the province in which the Building is situated.

39. Registration

The Tenant may register a notice of this Lease in accordance with article 2999.1 of the *Civil Code of Québec* or any other provision that may replace same, the whole and after having obtained the prior approval of the Landlord as to the form and as to the other terms of the publication, without however mentioning, without limitation, any of the Lease's financial terms or any special rights granted to the Tenant. Such publication shall be made solely at the Tenant's cost, including publication fees and the cost of a published copy for the Landlord. At the end of the Term, the Tenant shall discharge the publication, at its cost, failing which the Landlord may do so at the expense of the Tenant, the Landlord hereby being deemed the Tenant's mandatary for this purpose, without any other formality.

40. Agency clause

The Landlord and the Tenant acknowledge and agree that Canderel Management Inc. (**Canderel**) has signed this Lease solely in its representative capacity as agent to Landlord, and not in its personal or any other capacity. Canderel shall not be found liable for any claims, demands, liabilities, damages or disputes in relation solely to its signature of this Lease or any other subsequent agreement thereafter that may be signed by Canderel in its capacity as agent for Landlord. All obligations and liabilities of the Landlord hereunder shall be those of the Landlord alone, and the Tenant hereby releases every such agent from any and all claims, actions, causes of action, damages, demands for damages and other liabilities however arising that may be made, asserted or claimed by the Tenant against the Landlord with respect to the Lease and the covenants and obligations of the Landlord herein.

41. Acceptance

The Tenant must accept the Lease by signing 1 original and returning it to the Landlord **before 3:00 p.m. (Montreal time) on September 23, 2026**, failing which this Lease shall become null and void, without penalty, charge or recourses whatsoever of the Tenant against the Landlord. The Lease is deemed

accepted by the parties hereto when the Landlord remits a duly signed original to the Tenant in accordance with Article 42, failing which this Lease shall be deemed null and void and of no further effect whatsoever, without penalty, charge or recourse whatsoever of the Tenant against the Landlord.

42. ELECTRONIC SIGNATURES

This Lease may be executed in one or more counterparts and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement, and which agreement shall become effective when one or more counterparts have been signed by each of the parties. The parties hereto consent to the use of electronic signatures and agree that this Lease may be signed either by paper signature or by electronic signature and may be delivered electronically (in PDF format) or otherwise, and the parties accept any such electronic signatures as original signatures of the parties.

43. CONFIDENTIALITY

Any Confidential Information (as defined below) provided by one party to the other party herein shall remain the Confidential Information of the disclosing party and no receiving party shall disclose such Confidential Information without the prior written consent of the disclosing party, or unless disclosure of such Confidential Information is compelled by judicial or regulatory process or otherwise by law or if the Confidential Information has been made public without any action by the receiving party. "Confidential Information" means any information which is confidential in nature, whether such information is or has been conveyed to the receiving party orally or in written or other tangible form, and whether such information is received directly or indirectly such as in the course of discussion or other investigations by receiving party. Notwithstanding the foregoing, the absence of any identification shall not relieve receiving party of the obligation to treat as confidential, information which would be considered confidential by a person exercising reasonable business judgment. For greater certainty, this provision shall not be construed to prevent either party from disclosing any of the terms of this Lease to its auditors, and financial and/or legal advisors.

44. COMPLIANCE WITH FINANCIAL CRIMES LAW

A. For the purposes of this Article, reference to "**Canadian Sanctions**" shall mean Canadian laws relating to economic sanctions and anti-terrorism from time to time, including without limitation, Part II.1 of the Criminal Code (Canada), the Freezing Assets of Corrupt Foreign Officials Act (Canada), the Quebec Anti-Corruption Act (L.6.1), the Justice for Victims of Corrupt Foreign Officials Act (Sergei Magnitsky Law) (Canada), the Special Economic Measures Act (Canada) and the United Nations Act (Canada), and the regulations, orders and guidelines issued under such statutes, including without limitation any statute, regulation, order, rule or guideline that amends, supplements or supersedes any of them. "**Canadian Sanctioned Persons**" means designated individuals and entities, a list of which is provided in the relevant regulations and legislation of the Canadian Sanctions, as updated from time to time, and the entities that are owned or controlled by them.

B. The Tenant represents and warrants that neither it, its Affiliates, its direct or indirect owners or shareholders, nor its or their respective directors and officers, or its direct or indirect beneficial owner(s) nor any Surety under this Lease (collectively, the "**Warranting Parties**") is or shall become throughout the Term:

    i. a Canadian Sanctioned Person or a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control, U.S. Department of Treasury ("**OFAC**") (an "**OFAC Listed Person**");

ii. a Person targeted by sanctions administered by the government of the United States, the United Kingdom, the European Union, any other government having jurisdiction over the Tenant and/or the Warranting Parties, as well as any Applicable Laws in existence from time to time regarding corruption or bribery of any public official (together with any OFAC Listed Person, a "**Listed Person**"); or

iii. a department, agency or instrumentality of, or is otherwise controlled by or acting on behalf of, directly or indirectly:

a) any Canadian Sanctioned Person or Listed Person; or

b) the government of a country that is the target of comprehensive U.S. economic sanctions administered by OFAC or comprehensive Canadian Sanctions, including without limitation Iran, North Korea, Russia, Syria and the Crimea, Donetsk and Luhansk regions of Ukraine (each a "**Restricted Country**" and each Canadian Sanctioned Person, Listed Person and each Restricted Country, individually and collectively, a "**Blocked Person**").

C. The Tenant agrees that it shall not, directly or indirectly, and shall cause the Warranting Parties on the Premises not to, directly or indirectly, use the Premises to engage in any business or dealings with any Blocked Person.

D. In addition, the Tenant declares, represents and warrants to the Landlord that the Tenant and the Warranting Parties do not currently and shall not:

i. pay or accept any bribe, commission, facilitation payment, improper fee or reward, or favour or discriminate against any Person with gifts or entertainment of significant cost or value in relation to the obtaining of any business or execution of any contract or any other agreement, or for any inappropriate purpose or that otherwise violates the provisions of national and international regulations against bribery or corruption including (without limitation) the Corruption of Foreign Public Officials Act (S.C. 1998, c. 34), the Quebec Anti-Corruption Act (L.6.1), and any changes to such laws from time to time, as well as any Applicable Laws in existence from time to time regarding corruption or bribery of any public official;

ii. commit any offence under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (S.C. 2000, c.17), and any changes to such law from time to time, as well as any Applicable Laws in existence from time to time regarding money laundering, or violate any economic or financial sanctions or trade embargos, including those administered, enforced or imposed by the Government of Canada, the United States or any other relevant sanctions authority, as are in force from time to time, or engage in any conduct that would cause the Tenant and/or the Warranting Parties to be in breach of any such law or sanctions; or

iii. commit any offence under the Fighting Against Forced Labour and Child Labour in Supply Chains Act (S.C. 2023, c.9), and any changes to such law from time to time, as well as any Applicable Laws in existence from time to time regarding modern slavery.

E. If the Tenant (a) becomes aware of any activity or occurrence which could reasonably be expected to result in a breach of any of foregoing paragraphs, and/or (b) becomes subject to investigation as a result of a breach or suspected breach of any of foregoing paragraphs, the Tenant shall notify the Landlord immediately in writing.

F. The Tenant shall co-operate fully with any investigation by the Landlord of any such activity or breach and said investigation may be initiated by the Landlord at any time, at its sole discretion. The Tenant shall provide any reasonable information and assistance requested upon investigation

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or inquiry, to the Landlord, whether as a result of a disclosure by the Tenant in accordance with the foregoing, or whether initiated by the Landlord, in accordance with its own compliance policies and requirements.

G. The Tenant covenants that it shall, at all times, comply with the provisions contained hereinabove. In the event of a breach of these representations, warranties and covenants, or in the event that it shall become subject to an investigation in accordance with 27.6, the Tenant shall immediately be considered in default of the Lease, giving rise to the provisions in Section 20.1 and the rights and remedies contained at Section 20.2 herein and shall be subject to all the terms and conditions contained in this Lease.

H. To the extent permitted by law, and in addition to any other indemnity provision contained in this Lease, the Tenant shall indemnify and hold harmless the Landlord and its directors, officers, shareholders, employees, agents, successors or assigns from and against any and all liabilities, actions, damages, claims, losses, penalties, costs, fines and expenses arising from or related to any breach by the Tenant and/or the Warranting Parties of its covenants, declarations, representations, warranties and undertakings in this Article.

45. LANGUAGE

DECLARATION - The Landlord and the Tenant, acknowledge that they have expressly requested and consented that this Lease and all documents, notices, correspondence and legal proceedings resulting from, ancillary or relating directly or indirectly hereto, forming part hereof or resulting here from be drawn up in English only.

Le Locateur et le Locataire, reconnaissent qu'ils ont exigé et consenti expressément que cette convention ainsi que tous documents, avis, correspondance et procédures légales qui en découlent, accessoires ou s'y rapportant directement ou indirectement avec, faisant partie ou découlant de cette convention soient rédigés en anglais seulement.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

In witness whereof the Tenant has signed these presents in Toronto, on this ___ day of September 9, 2026 | 12:02 PM PDT 2026

TELUS COMMUNICATIONS INC.
(Tenant)

DocuSigned by:
Per: Richard Johnson
DE0565865C4463...
Name: Richard Johnson
Title: Manager, Building Access
Authorized signatory

In witness whereof the Landlord has signed these presents in Montréal, on this ____ day of septembre 9, 2026 | 3:41 PM E
_____ 2026

SOCIÉTÉ IMMOBILIÈRE CAMONT INC., duly represented by its manager **CANDEREL MANAGEMENT INC.**
(Landlord)

Signé par :
Per: Karine Fortin
7C3F4010B6F94C9...
Name: Karine Fortin
Title: Senior Director, Property Management
Authorized signatory

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SCHEDULE A

LEGAL DESCRIPTION

An immoveable known and designated as lots number 1 179 525 and 1 179 527 of the Cadastre of Québec, registration division of Montréal, bearing civic number 455, Saint-Antoine Street West, Montréal (Québec), commonly known as "Montréal Herald", including servitudes pertaining to said immovables.

Complex: all lands and buildings located at the civic addresses 1000, Jean-Paul-Riopelle Place, 1001, Victoria Square, 415, Saint-Antoine Street West (known as the "Meco"), 455, Saint-Antoine Street West (the "Montréal Herald", also defined in this Lease as the Building) and 400, Viger Street West, the office areas, the retail area, the storage areas, the common areas and the physical fitness centre, but excluding the hotel located at 901, Victoria Square (the "Hotel") and the underground parking garage, which complex is known as the "Édifice Jacques-Parizeau". The Landlord may at any time modify or dispose of the Complex, or any part thereof, in which case the present Lease may be automatically adapted by the Landlord, *mutatis mutandis*, to reflect said modification or disposition.

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SCHEDULE D

REGULATIONS

1. DEFINITIONS

1.1 The expression « Regulations » shall apply to the provisions included in this schedule and any additional modification that the Landlord may prescribe to this schedule, in writing or otherwise, during the Term, at its sole discretion.

1.2 The expression «Tenant» shall apply to all persons to whom the Tenant gives access or invites in the Deemed Area or the Building.

1.3 All expressions used in this schedule shall have the meaning attributed to them in the Lease.

2. GENERAL PROVISIONS

2.1 Any obligation for which the Tenant is responsible pursuant to the present schedule includes the obligation for the Tenant to take all necessary measures, including if necessary, legal measures regarding third parties in order to respect the obligation.

2.2 The Landlord shall have the right from time to time to modify the Regulations, for any reason, namely, but not limited to: the promotion and preservation, safety, security, care and cleanliness of the Building and the Deemed Area; the operation, maintenance and protection of the Building and its equipment; and the general well-being of the tenants.

2.3 The Tenant shall observe the Regulations at all times. The provisions of the Regulations shall not be deemed to limit any obligations or provisions of the Lease to be performed or fulfilled by the Tenant.

2.4 The Landlord shall not be responsible toward the Tenant for the non- observance or violation of the Regulations by other tenants or any other person.

3. PROHIBITED PRACTICES

3.1 The Tenant shall not perform any acts or fail to accomplish any acts which may, in the reasonable opinion of the Landlord, tend to lower the quality of the Building, damage the Deemed Area, permit any improper vibrations and/or tremors in the Building or the Deemed Area and shall forthwith, upon request by the Landlord, discontinue all acts in violation of this clause and repair any damage caused to the Building or the Deemed Area.

3.2 The Tenant shall not use any sound system which can be heard outside the Deemed Area.

3.3 The Tenant shall not caver or obstruct sashes, sash-doors, windows, glass doors and also, the lights and skylights that reflect or admit light into the common areas.

3.4 The Tenant shall not place or suspend any objects such as books, files, boxes or packages, flowerpots or any other item on the window cabinets or their contours. In addition, the Tenant may not modify or obstruct, totally or partially, the ventilation vents found in the cabinets nor any other source of ventilation.

3.5 The Tenant shall not apply or attach to the windows of the Deemed Area any material, substance or thing, of any nature whatsoever and, in particular, shall refrain from applying any film, solar or other, to the said windows.

3.6 The Tenant shall not mark, paint, drill into or in any way deface walls, ceilings, partitions, floors, wood, stonework or ironwork or any other appurtenance to the Deemed Area or damage them in any way.

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3.7 The Tenant undertakes not to obstruct the induction units located along the perimeter of the Deemed Area and to place its movable property at least 30 centimetres (12 inches) from the induction units located along the perimeter of the Deemed Area.

4. SECURITY

4.1 The Tenant shall refrain from:

4.1.1 doing or tolerating anything to be done in the Deemed Area and the Building or keeping anything in the Deemed Area that may increase the risk of tire or the tire insurance premiums covering the Building or the property kept therein;

4.1.2 interfering or impeding with the exercise of the rights of the other tenants or harming or interfering with the other tenants or the Landlord;

4.1.3 being a nuisance to other tenants, users or occupants or representing a danger to them;

4.1.4 violating or disobeying the laws relating to tire or the rules and regulations of the Fire Service or any insurance covering the Building or any part thereof;

4.1.5 violating or disobeying the laws, rules and regulations governing public health standards and also all other applicable municipal, provincial and federal statutes and regulations;

4.1.6 doing or permitting any inappropriate noise in the Building.

5. VEHICLES AND ANIMALS

5.1 The Tenant shall not bring or keep in the Building or the Deemed Area any animal, bicycle or vehicle, except for:

5.1.1 animals or vehicles serving as guides for blind persons or otherwise handicapped persons; and

5.1.2 vehicles which may be authorised in the parking area, by agreement with the administrator of the parking lot and in accordance with the Landlord's instructions.

6. SOLICITING AND PEDDLING

6.1 The Tenant shall not permit any soliciting or peddling in the Building and shall co- operate with the Landlord in order to prevent such activities.

7. USE OF COMMON AREAS

7.1 The Tenant shall not obstruct common areas.

7.2 The Tenant shall not throw anything out of windows or doors or in the common areas and shall not leave any objects in the common areas.

7.3 The Tenant shall not display or sell any merchandise beyond the Deemed Area without prior written consent of the Landlord. The Landlord reserves the right to control the type of merchandise displayed outside the Deemed Area.

8. DELIVERY, SHIPPING AND MOVING

8.1 The Tenant shall use installations designated by the Landlord for delivery, shipping and moving of material, furniture or equipment inside the Deemed Area or the Building or for ingress and egress purposes of such property.

8.2 The Tenant shall take all necessary measures to ensure that the delivery, shipping and moving take place during Hours of Operation as determined by the Landlord. If the Tenant requires the use of the reception bay after Hours of Operation, the Tenant shall

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notify the Landlord and obtain its prior consent. It is understood that the Tenant shall pay for all costs incurred by the Landlord by such additional use.

8.3 The Tenant shall be responsible for all damages that may be caused by the loading or unloading of merchandise or furniture in the Building or the Deemed Area and shall indemnify the Landlord from any and all damages that may result from such loading or unloading.

8.4 The Tenant shall use trolleys, carts and other similar apparatus equipped with rubber wheels or side rails for the delivery or transportation of merchandise or material.

8.5 The Tenant shall not receive any merchandise or material in bulk, of any nature whatsoever, in the Building or carry such merchandise or material in the elevators, except during hours approved by the Landlord and at the Landlord's sole discretion.

9. SAFES AND HEAVY EQUIPMENT

9.1 The Tenant shall advise the Landlord of its intention to place any heavy equipment or thing in the Deemed Area and shall furnish the Landlord with all the details and specifications for the Landlord's approval.

9.2 The Tenant shall repair, at its costs, all damages caused to the Building by the installation or removal of safes or any other heavy equipment, failing which the Landlord may proceed to repair the Building, at Tenant's costs, plus an Administration Fee, the whole being payable upon demand.

9.3 The Tenant shall move safes and other heavy equipment during hours determined by the Landlord.

9.4 The Tenant shall use the service of persons approved by the Landlord for the moving of safes and other heavy equipment in the Building. Safes will be moved through the halls and corridors only upon steel bearing plates.

10. PUBLICITY

10.1 The Tenant shall obtain the Landlord's prior consent before publishing any advertisements regarding the Deemed Area and/or the Building.

10.2 The Landlord may refuse to consent to the publishing of advertisements which, in its opinion, tend to impair the reputation, the security or the good working order of the Building. Without limiting the generality of the foregoing, the Landlord may prohibit any publicity regarding illegal activities or the sale of illicit products.

10.3 The Tenant undertakes not to authorise the taking of photos for purposes of advertisements as well as the shooting of movies, including any advertisement thereof, unless it has obtained the prior written consent of the Landlord who shall establish the related cost at its sole discretion.

10.4 The Tenant shall not use the expressions "IVANHOÉ CAMBRIDGE", "Caisse de dépôt et placement du Québec", "CDPQ" or any other name used by an affiliate to the Landlord.

11. ADVERTISING AND ADDRESS

11.1 The Tenant shall not paint, post or affix any signs or advertisements inside or outside the Building or the Deemed Area without the prior consent of the Landlord regarding the size, color, style and content of said signs or advertisements.

11.2 Any signs or objects visible from the exterior of the Deemed Area shall be in conformity with the Landlord's directives.

11.3 The Tenant shall not affix or post any posters, writings or drawings in the common areas of the Building nor within the windows of the Deemed Area.

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11.4 The Tenant shall not affix any signs, decorative items or displays in the windows, on the display shelves or on any part of the exterior of the Building, the common areas or the Deemed Area. For greater clarity, the Tenant recognizes and agrees that no signs or display of merchandise will be permitted in the entrance of the Deemed Area or elsewhere in the common areas.

11.5 The Tenant recognizes that no signs or display of merchandise of any kind, including, without limiting the generality of the foregoing, clothing, will be permitted in front of the entrance of the Deemed Area, on the common corridor side, beyond the line created by the entrance doors (or gate, as the case may be) of the Deemed Area in their closed position.

11.6 The Tenant shall not affix in the Deemed Area or the windows any signs, displays or notices announcing sales or other events in the Deemed Area. Such signs or notices shall be prepared by competent professionals, at the Tenant's costs, and shall respect all regulations prescribed by legislation, including the "Charter of the French Language"/ "Charte de la langue française".

11.7 The Landlord reserves the right, at all times and without notice to the Tenant, to change the address and postal code of the Building and also the suite numbers. The Tenant shall assume all tees resulting from such modifications.

12. SALES AND TYPE OF BUSINESS

12.1 The Tenant shall not sell at retail, in or from the Deemed Area, newspapers, magazines, periodicals, theatre tickets, lottery tickets or any articles that are customarily sold in tobacco shops or snack bars.

12.2 The Tenant shall not carry on activities linked to the operation of a restaurant, cafeteria, cocktail lounge, or the business of delivery or sale of food or beverages (including vending machines).

13. TOBACCO CONTROL ACT

13.1 The Tenant shall comply with the *Tobacco Control Act* and its regulations, as amended from time to time (collectively the **Law).** The Tenant covenants and recognizes that it is its responsibility to ensure that its representatives, clients, employees and persons to whom the Tenant has allowed the use or access to the Deemed Area comply at all times with the Law, the Tenant hereby undertaking to take necessary measures to heighten the awareness of any person concerned by such matter.

13.2 Should the Landlord, its employees, representatives or supplier notice that the Tenant, its representatives, clients, employees or persons to whom the Tenant has allowed the use or access to the Deemed Area, contravene Article 13.1 hereinabove, the Landlord may, at its discretion and without prior notice, in addition to its other rights and recourses under the Lease and the law, impose a penalty, as additional rent, and collect from the Tenant an amount of $300.00 for the infraction and $600.00 for each subsequent infraction. It is understood that any perceived tobacco odour shall be deemed sufficient to establish a violation of the present provision.

13.3 Notwithstanding the foregoing, the Tenant undertakes to reimburse the Landlord, upon demand, any fine paid by the Landlord which is imposed by a duly authorized authority resulting from the Tenant's, its representatives, clients, employees or persons to whom the Tenant has allowed the use or access to the Deemed Area failure to comply with the Law. The Tenant undertakes to hold harmless and indemnify the Landlord for all claims, actions, lawsuits and damages resulting from the Tenant's failure to comply with the provisions of this Article 13 and the Law, including, without limiting the generality of the foregoing, any lawsuits by tenants or occupants of the Building or third parties for damages suffered as a result of a breach or disruption of their peaceable enjoyment.

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13.4 The Tenant undertakes to collaborate with regards to any investigation initiated by the Landlord and/or by a duly authorized authority following the receipt of a complaint under this Article 13 and the Law which concerns the Tenant, its representatives, clients, employees or persons to whom the Tenant has allowed the use or access to the Deemed Area.

14. WINDOW TREATMENTS

14.1 The Tenant shall not install any window treatments without the Landlord's prior consent. All window treatments shall be in conformity with the Landlord's directives.

15. FLOOR COVERING

15.1 The Tenant shall not lay linoleum, rubber, cork or other floor covering in direct contact with the floor, and if linoleum, rubber, cork or other floor covering is to be used, an interlining of builder's deadening felt shall be first affixed to the floor by a paste or other adhesive which may be easily removed with water.

16. WATER AND WASH CLOSETS AND URINALS

16.1 The water closets and urinals shall not be used for any purposes other than the purposes for which they were respectively constructed, and the costs (plus an Administration Fee) for any breakage, stoppage or damage resulting from a violation of this rule by the Tenant shall be borne by the Tenant.

17. TRAFFIC, SECURITY AND EMERGENCY

17.1 The Tenant recognizes and agrees that the Landlord has established the following rules for the protection of the Tenant, which read as follows:

17.1.1 the access to the Building is controlled, at all times, by the Landlord's security officer who may verify the identity of any visitor and refuse him the access for any reasonable motive;

17.1.2 all persons entering or leaving the Building outside Hours of Operation on business days, and all persons entering or leaving the Building on Saturdays, Sundays and holidays, shall register with the Landlord in a manner established from time to time by the Landlord;

17.1.3 the Landlord shall have the right to prevent a person from entering or leaving the Building, if such person does not possess an electronic pass for the Deemed Area to which he or she seeks entrance or if such person does not have a pass issued and signed by the Tenant on the Tenant's letterhead and countersigned by the Landlord;

17.1.4 the Landlord, with reasonable motive, shall have the right to search any person and/or any article carried by any person entering or leaving the Building;

17.1.5 any person found in the Building without an electronic pass or pass issued by the Tenant, as described in sub-article 17.1.3 herein, will be subject to surveillance by the Landlord's employees and agents.

17.2 The Tenant undertakes to bring to the attention of the Landlord's security officer any emergency.

17.3 The Tenant undertakes to use only the stairways and emergency exits in cases of emergency.

17.4 The Tenant undertakes to ensure a close coordination and cooperation with the Landlord's and Tenant's security services for the protection of the Building.

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18. ACCESS

18.1 The Tenant undertakes not to change the access system to the Deemed Area without the Landlord's consent.

18.2 The Tenant undertakes not to remit any electronic pass or key or other means of access to the Building without Landlord's prior consent.

18.3 The Landlord may supply, upon Tenant's demand and at Tenant's cost, magnetic cards, magnetic keys or other keys to access the Deemed Area and the Building. It is understood the Landlord reserves the right to require a deposit from the Tenant which shall be returned to the Tenant upon presentation of cards, magnetic keys or regular keys provided they are in a proper state of repair. All magnetic cards, magnetic keys and keys shall remain the Landlord's property at all times. At the end of the Term or earlier termination of the Lease, the Tenant undertakes to remit all magnetic cards, magnetic keys and other keys to the Landlord.

19. ELIMINATION OF WASTE AND RUBBISH

19.1 The Tenant undertakes to discard waste and rubbish from the Deemed Area, on a daily basis, before and after Hours of Operation, and to dump them in containers supplied by the Landlord. Without limiting the generality of the foregoing, the Tenant undertakes not to leave waste and rubbish outside the Deemed Area (or inside the Deemed Area if said waste and rubbish are visible). The Tenant undertakes to comply with the Landlord's directives regarding the collection and recovery of said waste and rubbish.

20. EMANATIONS FROM THE DEEMED AREA

20.1 The Tenant shall not permit, for any reasons, the emanation of any nature or type whatsoever from the Deemed Area or from any equipment or installations located therein, of any odours, vapours, steam, water, vibration, noises or other objectionable emanations. All such emanations shall be deemed to interfere with the safety, comfort or convenience of the Building, its occupants and invitees. The Tenant undertakes to take all necessary measures to stop such emanations, failing which, the Landlord shall do so at Tenant's costs (plus an Administration Fee), the whole being payable by the Tenant upon demand.

21. CABLING - TELECOMMUNICATIONS

21.1 The Tenant recognizes and accepts that it must obtain, at its cost, the prior approval of the telecommunications consultant determined by the Landlord, if applicable, with regards to the installation or removal in the Building, for the Tenant's benefit, of cables (with or without wires), equipment and conduits related to telecommunications. It is understood that all costs, direct and indirect (including without limiting the generality of the foregoing, consulting, analysis and inspection fees), related to the installation and removal of said cables, equipment and conduits are the Tenant's sole responsibility.

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SCHEDULE E

RECOVERABLE COSTS

The Recoverable Costs are the costs of:

(a) 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;

(b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Tenant's requirements;

(c) 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;

(d) 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;

(e) 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;

(f) any other reasonable costs of facilitating the initial set up of the Tenant's operations within the Building;

(g) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Article 7;

(h) Security escort as contemplated by Article 9;

(i) Any and all reasonable additional costs verifiably incurred by the Landlord in operating the Building arising from or attributable to the Tenant's Equipment; and

(j) Any and all taxes or assessment against the Building arising from or attributable to the Tenant's Equipment.