

**LEASE**

**BETWEEN**

**4200705 CANADA INC.  
represented by  
ALFID SERVICES IMMOBILIERS LTÉE.  
(The Landlord)**

**and**

**TELUS COMMUNICATIONS INC.  
(The Tenant)**

**625 René-Lévesque West, Montreal  
October 31, 2018**

## LEASE

BY AND BETWEEN: **4200705 CANADA INC.**, represented by **ALFID SERVICES IMMOBILIERS LTÉE.**, a corporation duly incorporated under the *Canada Business Corporations Act*, having its head office at 500 Place d'Armes, Suite 1500, Montreal, district of Montreal, Province of Quebec, H2Y 2W2, herein acting and represented by Jean-Jacques Laurans, its President, duly authorized as he so declares;

(hereinafter referred to as the "**Landlord**")

AND: **TELUS COMMUNICATIONS INC.**, a corporation duly incorporated under the laws of the province of Ontario, having its head office at 25 York St., Suite 22, Toronto, province of Ontario, M5J 2V5, herein acting and represented by Richard D. Johnson, duly authorized as he so declares;

(hereinafter referred to as the "**Tenant**")

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**WHEREAS** the Tenant is a Canadian telecommunications company pursuant to the *Telecommunications Act* and recognized as such by the Canadian Radio-television and Telecommunications Commission;

**WHEREAS** the Landlord is the owner of a building located at 625 President-Kennedy, in the City of Montreal, Province of Quebec (hereinafter referred to as the "**Building**");

**WHEREAS** the Tenant wishes to lease from the Landlord, in order to provide services to the tenants on the third (3<sup>rd</sup>), ninth (9<sup>th</sup>) and fourteenth (14<sup>th</sup>) floors of the Building, sufficient space allowing the Tenant to have access to the wiring of the Building in order to install all necessary telecommunication equipment, as shown in the plans attached hereto as Schedule "**A**";

**WHEREAS** the Parties hereto agree as follows for their benefit and the benefit of their successors and assigns:

### **1. DESCRIPTION OF THE LEASED PREMISES**

1.1 The Landlord leases to the Tenant and the Tenant leases from the Landlord the spaces described in Schedule "**A**" hereto (hereinafter referred to as the "**Leased Premises**") located in the Building, which Building is known and designated as lot number One Million Three Hundred Forty Thousand Three Hundred and Fifty-Two (1 340 352) of the Cadastre of Quebec, Registration Division of Montreal.

**2. USE OF THE LEASED PREMISES**

2.1 The Landlord grants to the Tenant the right to install, replace, repair, maintain, inspect, service and remove, at its own expense, telecommunication equipment in the Leased Premises, and guarantees, at all times, immediate free access to the Leased Premises and the Building to its employees, twenty-four (24) hours a day, seven (7) days a week, particularly in the event of an emergency during the night, the weekends and legal holidays, provided that there is a security service twenty-four (24) hours a day, seven (7) days a week, in order to proceed with the installation, maintenance and repairs to such equipment.

**3. TERM**

3.1 The present Lease is granted for a period of FIVE (5) years, commencing on May 1<sup>st</sup>, 2018 and terminating on April 30<sup>th</sup>, 2023 (hereinafter referred to as “**Initial Term**”).

**4. RENT**

4.1 From May 1<sup>st</sup>, 2018 to April 30<sup>th</sup>, 2023, the annual rent will be of FOUR THOUSAND DOLLARS (\$4,000), plus applicable taxes.

**5. OPTION TO RENEW**

5.1 The Landlord grants to the Tenant ONE (1) option to renew the Lease for an additional period of FIVE (5) years, commencing on May 1<sup>st</sup>, 2023 and terminating on April 30<sup>th</sup>, 2028, provided that the Tenant advises the Landlord in writing, by certified mail, of his intention to exercise this option, at least NINE (9) months prior to expiration of the Lease, failing which the present option to renew will be null and void.

5.2 All terms and conditions of the Lease will remain unchanged, except for those relating to the rent, which rent will be negotiated SIX (6) months prior to expiration of the Lease. If the Parties do not agree, the Lease will expire at the previously agreed date, namely April 30<sup>th</sup>, 2023.

**6. ELECTRICITY**

6.1 The Landlord will provide the electricity used to power all equipment from the power grid of the Building. The Tenant will be responsible for all modifications that may be required to the existing installations.

6.2 The electric circuit powering the equipment may be connected, at the request of the Tenant, to a back-up electrical grid in anticipation of service interruption of the power supply, subject to the availability of regular electrical capacity and payment of applicable charges. However, in the case of the negligence, fault or wilful

omission of the Landlord or of persons for whom the Landlord is responsible, the Landlord will be liable to the Tenant for all indirect damages resulting from a power failure or power interruption and in the event of proceedings instituted by third parties, the Tenant undertakes to indemnify and save harmless the Landlord and to pay all direct and indirect damages resulting therefrom.

**7. RETENTION OF TITLE**

- 7.1 The Tenant shall remain, at all times, the sole owner of all equipment that he may have installed or brought into the Leased Premises for the Initial Term or for any additional renewal periods. The Tenant may, at its entire discretion, remove its equipment or leave them in the Leased Premises, as long as the Lease is in force, but he must remove the equipment if the Lease expires and restore the Leased Premises to their original state.

**8. INSURANCE**

- 8.1 The Tenant shall insure its civil liability as well as that of its employees, servants, agents or contractors for all physical and material damages directly attributable to the Tenant, for an amount of FIVE MILLION DOLLARS (\$5,000,000) per occurrence. The Tenant shall provide the Landlord with an insurance certificate attesting the foregoing. The Tenant's insurance policy must include a clause to the effect that the Tenant cannot cancel this insurance policy without giving the Landlord thirty (30) day prior written notice thereof.

**9. OTHER PROVISIONS**

- 9.1 Notwithstanding the present Lease, all terms and conditions set forth in any other agreement previously entered into between the parties or that they may enter into relating to the Building shall remain in full force and effect. Therefore, the expiration of the Initial Term or of any additional period of the present Lease or the early termination of same will not terminate the agreements previously entered into between the parties and all terms and conditions in said agreements shall remain unchanged.

**10. DEFAULT**

- 10.1 If, at any time during the term of this Lease, either party defaults on its obligations hereunder, the party that is not in default must forward to the other party a written notice regarding such default and granting the defaulting party thirty (30) days to remedy the situation. The defaulting party must remedy the situation within thirty (30) days following receipt of such notice. If the situation is not remedied with said period, the other party, provided it is not also in default, may terminate this Lease, without further notice. However, except in the case of a monetary obligation, if the Tenant cannot reasonably remedy the situation within thirty (30) days following receipt of a notice from the Landlord, the Tenant will be given an additional

reasonable period of time to remedy the situation and to pay for all damages that may be incurred by the Landlord, if any.

## **11. NOTICES**

- 11.1 Any notice of default, termination, any demand letter, communication or other required hereunder will only be valid and bind the parties if sent by registered mail, facsimile (notice of receipt required), messenger or delivered by hand to the parties (notice of receipt required), at the following addresses:

11.1.1 In the case of the Landlord:

**4200705 Canada Inc.**  
c/o Alfid Services Immobiliers Ltée.  
500 Place d'Armes, Suite 1500  
Montreal, Quebec, H2Y 2W2  
Attention: Mr. Gilles Binette  
Email: gbinette@alfid.com

With a copy to:

**SPIEGEL SOHMER INC.**  
1255 rue Peel, Suite 1000  
Montreal, Quebec, H3B 2T9  
Attention: Me Robert Caron  
Email: rcaron@spiegelsohmer.com

11.1.2 In the case of the Tenant:

**TELUS COMMUNICATIONS INC.**  
25 York St., Suite 22  
Toronto, Ontario, M5J 2V5  
Attention: Mr. Richard D. Johnson  
Email: richard\_johnson@telus.com

All notices or demand letters sent as set forth in this paragraph shall be deemed to have been validly received on the day they are delivered by hand, on the third (3) business days after mailing, or on the business day following the date that appears on the notice of transmission, when sent by facsimile.

## **12. APPLICABLE LAWS**

- 12.1 This present Lease is subject to all applicable laws of the Province of Quebec and to the jurisdiction of the courts of the judicial district of Montreal.

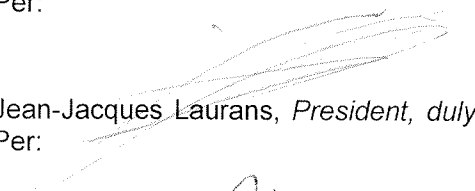
**13. LANGUAGE**

- 13.1 The parties have requested that this Lease and all related documents be drafted in the English language. Les parties ont demandé que ce Bail et tous documents afférents soient rédigés en anglais.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease in Montreal, this 1<sup>st</sup> day of November, 2018.

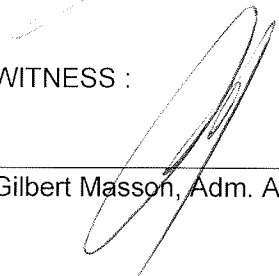
**4200705 CANADA INC.**, represented by **ALFID SERVICES IMMOBILIERS LTÉE.** (the "Landlord")

Per:

  
Jean-Jacques Laurans, *President, duly authorized*

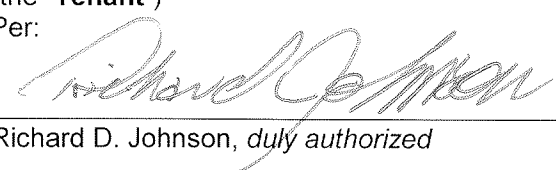
Per:

WITNESS :

  
\_\_\_\_\_  
Gilbert Masson, Adm. A

**TELUS COMMUNICATIONS INC**  
(the "Tenant")

Per:

  
\_\_\_\_\_  
Richard D. Johnson, *duly authorized*

**ANNEX « A »**

**PLAN DE LOCALISATION**  
**PROJET: 2672745**  
**TELUS**  
**625 AVENUE DU PRÉSIDENT-KENNEDY**  
**VILLE DE MONTRÉAL**  
**ARRONDISSEMENT VILLE-MARIE**  
**PERMIS CSEM-FUSION: TLU20180153**  
**PERMIS VILLE DE MONTRÉAL: PLA 20180357**

FIBRES	DESCRIPTIONS
F343, 3 6	TESTS RÉALISÉS AU POP DATA: 2009 MCGILL COLLEGE, MONTRÉAL LOC. LOCAL TELUS BÂTI: 109 02 BÔTIER #1 DISTANCE TOTALE ENTRE POP / CLIENT: NON DISPONIBLE

**NOTE AUX TRAVAUX**  
 TRAVAUX DE FUSION SUPPLÉMENTAIRE  
 AU PA CSEM 12017  
 MCGILL COLLEGE / DU PRÉSIDENT-KENNEDY  
 F/P #2531  
 VOIR PLAN DE LOCALISATION 8/7 (DÉTAIL A)  
 TRAVAUX DE FUSION SUPPLÉMENTAIRE  
 AU PA CSEM 14269  
 DE MAISONNEUVE OUEST / MCGILL COLLEGE  
 F/P #873 ET F/P #801  
 VOIR PLAN DE LOCALISATION 8/7 (DÉTAIL B)  
 TRAVAUX DE FUSION SUPPLÉMENTAIRE  
 AU PA CSEM 12397  
 DE MAISONNEUVE OUEST / ROBERT-BOURASSA  
 F/P #650  
 VOIR PLAN DE LOCALISATION 8/9 (DÉTAIL C)  
 TRAVAUX DE FUSION SUPPLÉMENTAIRE  
 AU PA CSEM 9899  
 ROBERT-BOURASSA / DU PRÉSIDENT-KENNEDY  
 F/P #649  
 VOIR PLAN DE LOCALISATION 8/9 (DÉTAIL D)  
 TRAVAUX DE FUSION SUPPLÉMENTAIRE  
 AU PA CSEM 9899  
 UNION / DU PRÉSIDENT-KENNEDY  
 F/P #2303  
 VOIR PLAN DE LOCALISATION 9/9 (DÉTAIL E)

**NOTE AUX TRAVAUX**  
 CONTACT ACCÈS BÂTIMENT:  
 VEUILLEZ AMÉR. M. FRANÇOIS TASQUIN  
 AU TÉL (514) 871-9392  
 COURRIEL: ftaquin@telus.com  
 48 HEURES AVANT LE DÉBUT DES TRAVAUX.

DESCRIPTION DU CÂBLE INTÉRIEUR	
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**TELUS**  
 Québec  
 1-877-474-7474  
 www.telus.com

**telecom**  
 des on  
 1-877-474-7474  
 www.telecom.ca

2672745-T1-C01  
 11 x 17 1/9

**VUE EN PLAN DU 3E ÉTAGE**  
 625 AVENUE DU PRÉSIDENT-KENNEDY

REPERES	DESCRIPTIONS
1	BÔTIER DE VOÛTE TELUS À ÊTRE BAISSÉ PAR TELUS ET BOUCLE TELUS EXISTANTE À ÊTRE DÉPLACÉE AUTOUR DU BÔTIER PAR TELUS
2	CÂBLE TELUS 12 FOISM DIEL FIB À ÊTRE INSTALLÉ AU MUR PAR TELUS
3	CÂBLE TELUS 12 FOISM DIEL FIB À ÊTRE ATTACHÉ AUX CÂBLES EXISTANTS PAR TELUS
4	CÂBLE TELUS 12 FOISM DIEL FIB À ÊTRE ATTACHÉ AUX CÂBLES EXISTANTS ENTRE LE 3E ÉTAGE ET LE 9E ÉTAGE PAR TELUS.

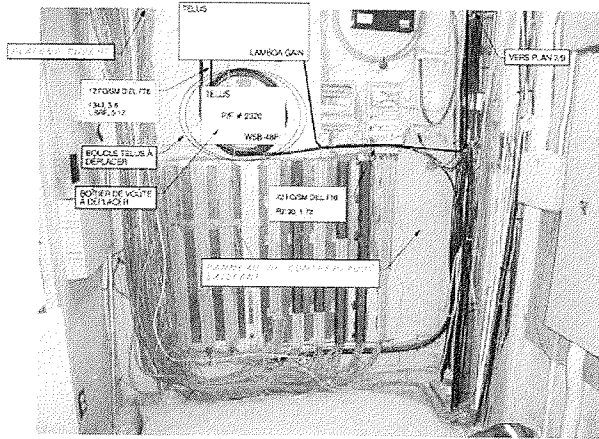
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**telecom**  
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 1-877-474-7474  
 www.telecom.ca

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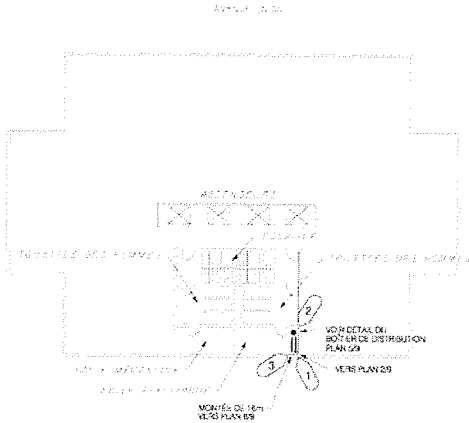
**DÉTAIL DU BOÎTIER DE VOÛTE MURAL  
CORNING TYPE WSB-48FI  
ET DU  
BOÎTIER DE DISTRIBUTION  
LAMBDA GAIN LG-WMA-C02**



SALLE ÉLECTRIQUE  
3E ÉTAGE

TELUS Québec  
telecom des gn  
MAXIME L. BOIRON, ing  
M. KRISTINE SURPRENANT  
MAXIME L. BOIRON, ing  
2018-01-12  
PLAN DE CONSTRUCTION  
TELUS  
655 AVENUE DU PRÉSIDENT KENNEDY  
MONTRÉAL  
2672745-T1-C01  
11 x 17 3/9

**VUE EN PLAN DU 9E ÉTAGE  
655 AVENUE DU PRÉSIDENT KENNEDY**



REPÈRES	DESCRIPTIONS
1	CÂBLE TELUS 72 FOISM D'EL FTE À ÊTRE ATTACHÉ AUX CÂBLES EXISTANTS AU MUR PAR TELUS
2	BOÎTIER DE VOÛTE ET BOUCLE TELUS EXISTANTS À ÊTRE DÉPLACÉS PAR TELUS
3	TABLETTE MURALE À ÊTRE ENLEVÉE PAR TELUS
4	CÂBLE TELUS 72 FOISM D'EL FTE À ÊTRE ATTACHÉ AUX CÂBLES EXISTANTS ENTRE LE 9E ÉTAGE ET LE 14E ÉTAGE PAR TELUS

1	2	DESCRIPTION DU CÂBLE
1	1 CÂBLE	72 FOISM D'EL FTE
2	1 CÂBLE	72 FOISM D'EL FTE

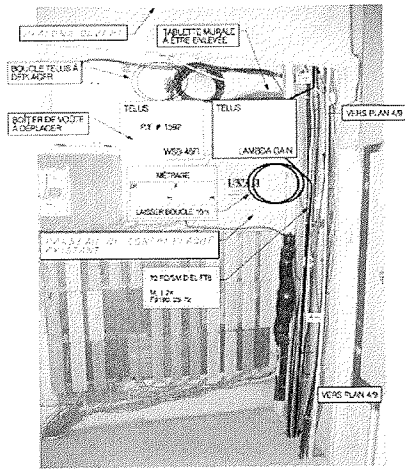
  

2	3	DESCRIPTION DU CÂBLE
2	1 CÂBLE	72 FOISM D'EL FTE
3	1 CÂBLE	72 FOISM D'EL FTE

TELUS Québec  
telecom des gn  
MAXIME L. BOIRON, ing  
M. KRISTINE SURPRENANT  
MAXIME L. BOIRON, ing  
2018-01-12  
PLAN DE CONSTRUCTION  
TELUS  
655 AVENUE DU PRÉSIDENT KENNEDY  
MONTRÉAL  
2672745-T1-C01  
11 x 17 4/9



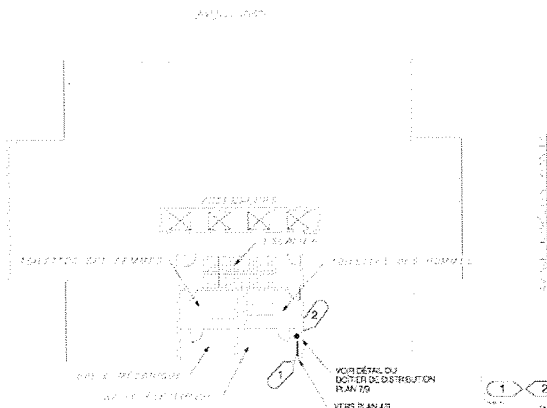
**DÉTAIL DU BOÎTIER DE VOÛTE MURAL  
CORNING TYPE WSD-46F1  
ET DU  
BOÎTIER DE DISTRIBUTION  
LAMBDA GAIN LG-WMA-4V2H-LGX**



SALLE ÉLECTRIQUE  
14<sup>E</sup> ÉTAGE

TELUS Québec  
telecom des gn  
MAXIME L. BOIRON, ing  
M. KRISTINE SURPRENANT  
2018-01-12  
PLAN DE CONSTRUCTION  
TELUS  
635 AVENUE DU PRÉSIDENT KENNEDY  
MONTREAL  
2672745-T1-C01  
11 x 17 5/9

**VUE EN PLAN DU 14<sup>E</sup> ÉTAGE  
635, AVENUE DU PRÉSIDENT KENNEDY**



1	2	DESCRIPTION DU CÂBLE
1	1 001	72 FOISM DIEL FT6
2	1 002	78 66 204 76

REPÈRES  
CÂBLE TELUS 72 FOISM DIEL FT6 À ÊTRE INSTALLÉ AU MUR PAR TELUS

TELUS Québec  
telecom des gn  
MAXIME L. BOIRON, ing  
M. KRISTINE SURPRENANT  
2018-01-12  
PLAN DE CONSTRUCTION  
TELUS  
635 AVENUE DU PRÉSIDENT KENNEDY  
MONTREAL  
2672745-T1-C01  
11 x 17 6/9

**BOÎTIER DE DISTRIBUTION  
LAMBDA GAIN LG-WMA-4V2H-LGX**

SALLE ÉLECTRIQUE  
14E ÉTAGE

**telecon**  
des gr

MAXIME L. BIRON, ing  
M. KRISTINE SURPRENANT  
MAXIME L. BIRON, ing  
2018-01-12

PLAN DE  
CONSTRUCTION

TELUS  
635 AVENUE DU PRÉSIDENT KENNEDY  
MONTRÉAL

2672745-T1-C01

11 x 17 7/9

**PLAN DE LOCALISATION**

DÉTAIL A (RÉF.: FEUILLET 119)  
PLAN DE LOCALISATION

DÉTAIL B (RÉF.: FEUILLET 119)  
PLAN DE LOCALISATION

DÉTAIL C (RÉF.: FEUILLET 119)

DÉTAIL D (RÉF.: FEUILLET 119)

**telecon**  
des gr

MAXIME L. BIRON, ing  
M. KRISTINE SURPRENANT  
MAXIME L. BIRON, ing  
2018-01-12

PLAN DE  
CONSTRUCTION

TELUS  
635 AVENUE DU PRÉSIDENT KENNEDY  
MONTRÉAL

2672745-T1-C01

11 x 17 8/9

