

THIS LEASE EXTENSION AGREEMENT made the 13th day of October 2016 (the "Lease Extension Agreement").

BETWEEN: **2946-8980 Québec Inc.**, a corporation governed by the Quebec *Business Corporations Act*, duly represented by its mandatary and manager, **Société de Gestion Cogir s.e.n.c.**, having its head office at 7250 Taschereau Boulevard, Suite 200, in the City of Brossard, Province of Quebec, J4W 1M9, herein acting and represented by Joseph Télió, Vice President, Leasing and Philippe Krivicky, Executive Vice President, Commercial Division, duly authorized for the purposes hereof, as declared

(the "Landlord")

OF THE FIRST PART;

AND: **Telus Communications Company**, a corporation governed by the British Columbia *Partnership Act*, having a place of business at 25 York Street, 22nd Floor, in the City of Toronto, Province of Ontario, M5J 2V5, herein acting and represented by Richard Johnson, duly authorized for the purposes hereof, as declared

(the "Tenant")

OF THE SECOND PART;

WHEREAS by an agreement dated November 18th, 2004 (the "**Original Agreement**"), the Tenant installed fiber optic cable ("**Equipment**"), in the building located at 5160 Décarie Boulevard, in the City of Montreal, Province of Quebec (the "**Project**"), for a term of 2 years, commencing on November 1st, 2004 and terminating on October 31st, 2006 (the "**Term**");

WHEREAS by a lease amendment and extension agreement dated May 14th, 2007 (the "**First Amendment**"), the Term was extended for a further period of 5 years, commencing on November 1st, 2006 and terminating on October 31st, 2011;

WHEREAS by a lease amendment and extension agreement dated September 20th, 2011 (the "**Second Amendment**"), the Term was extended for a further period of 5 years, commencing on November 1st, 2011 and terminating on October 31st, 2016;

WHEREAS the Initial Lease, the First Amendment and the Second Amendment are hereinafter collectively referred to as the "**Lease**";

WHEREAS Landlord is the successor of the landlord named in the Lease;

WHEREAS the parties have agreed to extend the Term of the Lease for a further period of 5 years;



NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree with each other as follows:

1. The parties hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact and that such recitals form an integral part hereof.
2. Except as otherwise expressly provided in this Lease Extension Agreement, the terms used herein shall have the meanings attributed to them in the Lease.
3. The Term of the Lease shall be and is hereby extended for a further period of 5 years, commencing on November 1st, 2016 and terminating on October 31st, 2021 (the "**Extended Term**").
4. During the Extended Term, the Lease is modified as follows:

4.1 **Gross Rent**

For the period commencing on November 1st, 2016 and terminating on October 31st, 2021, an annual gross rent of \$4,000.00, plus applicable GST and QST, payable in advance yearly on the first day of November.

For the purposes herein, the "Gross Rent" includes basic rent, the Tenant's share of operating cost, the Tenant's share of realty tax, the surtax on non-residential immovables but excludes Tenant's electrical consumption.

Initials	
Landlord	Tenant
	

4.2 **Notices**

Any notice herein provided or permitted to be given by the Landlord to the Tenant shall be sufficiently given to the Tenant at:

Telus Communications Company
Care of: Manager, Building Access
25 York Street, 22nd Floor
Toronto, Ontario M5J 2V5
Tel.: (416) 494-6801 or (416) 737-4416 / Fax: (647) 837-9501



Any notice herein provided or permitted to be given by the Tenant to the Landlord shall be sufficiently given to the Landlord at:

Société de Gestion Cogir s.e.n.c.
Care of: Vice President, Leasing
7250 Taschereau Boulevard, Suite 200
Brossard, Quebec J4W 1M9
Tel.: (450) 672-5090 / Fax: (450) 450-671-9130

Any notice to be given under the Lease and the present Lease Extension Agreement shall be sent by registered mail, messenger or delivered in person at the following addresses. The Landlord reserves the right to change its address. Notices sent by registered, messenger or delivered in person shall have been deemed to be received on the day of the reception.

- 4.3 The option to renew stipulated in Section 10 of the Second Amendment shall not apply to the Extended Term and for greater certainty is hereby deleted from the Lease and of no further effect.
- 4.4 The Tenant shall not benefit from any inducements, allowances for leasehold improvements or other tenant inducements or incentives, nor from any Landlord's work or free rent period.
5. The Tenant warrants to the Landlord that it has not retained the services of any broker in respect to the present Lease Extension Agreement. Any brokerage commission with respect to the present Lease Extension Agreement shall be borne exclusively by the Tenant who shall indemnify the Landlord against any claim with respect thereto, except in the case where the Landlord has given a specific written mandate to an agent with respect to this transaction.
6. The parties confirm that in all other respects, the terms, covenants and conditions of the Lease remain unchanged, and in full force and effect, except as modified by this Lease Extension Agreement.
7. The Lease Extension Agreement's signatories declare that they are duly authorized to represent the respective parties to this Lease Extension Agreement.
8. All amounts stipulated herein are net of GST and QST, each party hereby undertaking to pay those taxes in addition to the amounts stipulated herein.
9. Time, in all respects, shall be of the essence hereof.
10. The parties each elect domicile in the judicial district of Montreal for all matters arising out of the Lease and this Lease Extension Agreement.
11. This Lease Extension Agreement shall ensure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Landlord and the permitted successors and assigns of the Tenant.
12. The parties have required that this Lease Extension Agreement and all other instruments to be given or delivered pursuant hereto be drawn in the English language only. Les parties ont exigé que la présente entente ainsi que tous les autres documents donnés ou signés en vertu des présentes soient rédigés en langue anglaise seulement.

Signatures next page

Initials	
Landlord	Tenant
	

The Tenant acknowledges that, notwithstanding that this Lease Extension Agreement was drawn up and submitted by the Landlord, the Tenant has negotiated this Lease Extension Agreement, that it understands all of its provisions and that it was given adequate explanations as to the nature and extent of this Lease Extension Agreement. The Tenant has signed these presents in Toronto, this 22nd day of November, 2016.

Telus Communications Company
(Tenant)

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

The Landlord has signed these presents in Brossard, this 2ND day of December, 2016.

2946-8980 Québec Inc.,
duly represented by its mandatary and manager,
Société de Gestion Cogir s.e.n.c.
(Landlord)

Per: Joseph Telio
Joseph Telio, Vice President, Leasing

Per: Philippe Krivicky
Philippe Krivicky, Executive Vice President,
Commercial Division

Initials	
Landlord	Tenant
<u>J.T.</u>	<u>RJ</u>