

THIRD AMENDMENT TO THE AGREEMENT ENTERED INTO AT THE CITY OF MONTREAL, PROVINCE OF QUEBEC, ON THE 24th DAY OF March, 2017

BETWEEN:

CREDIT SUISSE REAL ESTATE FUND INTERNATIONAL (CANADA) LEASEHOLDS INC., a company duly incorporated according to law herein acting and represented by its manager, **CANDEREL MANAGEMENT INC.**, a company duly incorporated according to law and herein represented by Joëlle Sebog, its representative duly authorized;

(hereinafter referred to as the "Owner")

AND:

TELUS COMMUNICATIONS INC., a legal person, duly incorporated according to laws of Alberta, hereinafter acting and represented by Richard Johnson its Building Access Manager duly authorized as he so declares;

(hereinafter referred to as "Telus")

WHEREAS pursuant to a leasing agreement for telecommunication services executed March 8, 2004 (the "Original Agreement") between KingStreet Real Estate Growth L.P. NO 01 as owner (the "Prior Owner") and Telus Communications (Quebec) Inc. as licensee ("TELUS Quebec"), as amended by a first amendment effective April 1, 2007 (the "First Amendment") and a second amendment effective March 22, 2012 (the "Second Amendment") (the Original Agreement, the First Amendment and the Second Amendment are collectively referred to as the "Agreement"), Telus leases certain space comprising an area measuring approximately one hundred (100) square feet (the "POP") located in the building bearing civic number 1010 de la Gauchetière Street West, City of Montreal, Province of Quebec (the "Building") with the right to install and maintain appurtenances used to supply telecommunications services to the tenants and occupants of the Building, for a term expiring March 31, 2017 (the "Term") subject to one (1) option to renew the Agreement for a period of five (5) years, the whole in accordance with and subject to the conditions set forth in the Agreement;

WHEREAS Telus wishes to extend the Term for a period of five (5) years, the whole in accordance with the terms and conditions set forth in this Amendment.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1.2 All terms and expressions in this Third Amendment with the first letter in upper case have the meaning attributed thereto in the Agreement unless the contrary is herein provided or the context dictates otherwise.

ARTICLE 2 EXTENSION OF TERM

2.1 The Term of the Agreement is hereby extended for a period of five (5) years commencing April 1, 2017 and terminating March 31, 2022 (the "Extended Period") on the same terms and conditions as the Agreement, subject to the provisions hereinafter set forth.

2.2 Throughout the Extended Period, Telus shall pay the Owner:

- (i) a gross annual rent for the POP of Seven Thousand Two Hundred Dollars (\$7,200.00) per annum, plus G.S.T. and P.S.T., payable in advance annually on the first day of April; and
- (ii) all other amounts payable under the Agreement including, without limitation, the cost for its power usage in the Building and any other charges, outlays and expenses payable by Telus pursuant to the Agreement;

the whole in accordance with the provisions of the Agreement.

For clarification, Telus' power usage is currently estimated at One Thousand Six Hundred and Ninety Dollars (\$1,690.00) per annum, plus G.S.T. and Q.S.T, which power usage is subject to annual adjustments upon check meter data and pricing in accordance with the provisions of the Agreement. Telus shall pay the Owner the cost of its power usage no later than thirty (30) days after receipt of Landlord's statement.

2.3 Telus accepts the POP "as is", "where is" in its current state and condition.

ARTICLE 3 AGREEMENT AMENDMENTS

3.1 All the terms of the Agreement, except to the extent modified by these presents, shall continue to apply mutatis mutandis during the Extended Period save and except that section 3.1 of the Second Amendment (option to extend) is deleted being of no further effect, and Tenant acknowledges there is no further option to extend the Agreement.

ARTICLE 4 OTHER PROVISIONS

4.1 Telus represents and warrants that no broker, agent or other intermediary introduced the parties or negotiated or was instrumental in negotiating or consummating this Amendment. Telus shall pay for and indemnify and hold harmless the Owner from any and all other fees, costs or commissions of any other party claiming to represent it in connection with this.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THESE PRESENTS

CREDIT SUISSE REAL ESTATE FUND
INTERNATIONAL (CANADA) LEASEHOLDS
INC., represented by CANDEREL
MANAGEMENT INC.

(Owner)

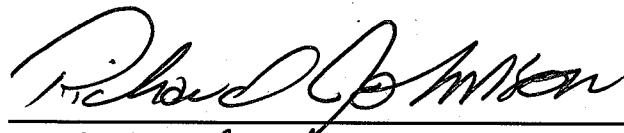
Per: _____



TELUS COMMUNICATIONS INC.

(Telus)

Per: _____



Richard Johnson
manager Public Access

Per: _____