

FIRST (1ST) AMENDMENT TO POINT OF PRESENCE LEASE

THIS FIRST (1ST) AMENDMENT AGREEMENT made as of this 29th day of April, 2020

BETWEEN:

THE MANUFACTURERS LIFE INSURANCE COMPANY,
hereinafter called the "**Licensor**"
OF THE FIRST PART,

- and -

TELUS COMMUNICATIONS INC.
hereinafter called the "**Licensee**"

OF THE SECOND PART,

WHEREAS by a Point of Presence Lease dated the fifth (5th) day of February 2015 (the "**Initial POP Lease**"), the Licensor leased to the Licensee premises located in the Building known as bearing civic number **2000 Mansfield, in the City of Montreal, province of Quebec**, located in the access points as per the drawings shown under Schedule A of the Initial Lease (the "**Leased Premises**") and more particularly described in said Initial POP Lease, for a certain term, subject to the terms and conditions set forth in the Initial POP Lease;

WHEREAS by this First Amendment to Lease Agreement (the "**First Amendment**"), the Licensor and Licensee desire to extend said Initial POP Lease pursuant to the provisions of **Clause 6** of the Initial POP Lease;

AND WHEREAS the Initial POP Lease and this present First Amendment are hereinafter collectively the "**Point of Presence Lease**" or "**POP Lease**".

NOW WITNESSETH that in consideration of the rents, covenants and agreements contained in the POP Lease, and in consideration of the covenants and agreements hereinafter contained, and the sum of ONE DOLLAR (\$1.00) now paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged), the Licensor and the Licensee hereby agree to extend the Initial POP Lease on the following terms and conditions:

1. The Term of the POP Lease is extended for **five (5) years**, the period commencing on the **first (1st) day of March 2020** (the "**Commencement Date**") and expiring on the **twenty-eight (28th) day of February, 2025** (the "**Extension Term**").
2. The Licensee shall without demand, deduction or right of offset pay to the Licensor yearly and every year during the Extension Term as rental (herein called "Fee"), in one installment in advance of the anniversary date of each year during the Extension Term, the sum of **Four Thousand Dollars (\$4,000.00) plus GST and QST**, of lawful money of the jurisdiction in which the Demised Premises are located, plus applicable taxes, the first payment to be made on the **first (1st) day of March 2020**.
3. ~~The Licensee shall without demand, deduction or right of offset pay the Licensor yearly and every year during the term, with the annual Fee an amount of _____ plus GST and QST, as payment for utilities, which constitutes an estimate of electrical consumption for one year.~~ **As of the Commencement Date, there is no power consumption and therefore no Power Consumption Fee shall be charged. If thereafter there will be power consumption, then a Power Consumption fee shall be payable, which fee shall be determined by the Licensor.**
4. The Licensor hereby irrevocably grants to the Licensee **one (1) option to extend** the Term of this lease for a further consecutive period of **five (5) years under the same terms and conditions as the Initial POP Lease, and more particularly its Clause 6**. This option shall be deemed to have been exercised by the Licensee providing notice in writing to the Licensor at least 90 days prior to the expiry of the Term or any renewal period as the case may be.
5. The Licensor and Licensee hereby mutually covenant and agree that they will perform and observe the several covenants, conditions, provisions and stipulations in the Initial POP Lease as fully as

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Licensor | Licensee

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if such covenants, conditions, provisos and stipulations had been repeated herein in full with such modifications only as to make them applicable to this Amendment.

6. This First (1st) Amendment shall be read together with the Initial POP Lease and the parties confirm that, except as modified herein, all covenants and conditions in the Initial POP Lease remain unchanged, unmodified and in full force and effect during the Extension Term **save and except the right of further renewal or extension which is amended as per paragraph 4 hereinabove**, ~~unless specifically agreed to in the Initial POP Lease~~ and save and except that any Licensor's Work (if any), Licensee Improvement Allowance (if any) and any other inducements shall not apply to the Extension Term. The Licensee agrees that it will accept the Demised Premises in an "as is" condition.

7. It is further agreed between the parties hereto that a breach of covenants, conditions, provisos or stipulations on the part of the Licensee or the Licensor, to be kept in the Initial POP Lease shall be a breach of this First (1st) Amendment and a breach of covenants, conditions, provisos or stipulations by the Licensee of this First (1st) Amendment shall be a breach of the Initial POP Lease.

8. This First (1st) Amendment and everything herein shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be, of each of the parties hereto, and every reference herein to any party hereto shall include the heirs, executors, administrators, successors, assigns and other legal representatives of such party, and where there is more than one Licensee or there is a male or female party, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

9. This First (1st) Amendment has been drafted in English at the request of the parties hereto. *Les parties aux présentes ont requis que ce Premier Amendement soit rédigé en anglais.*

IN WITNESS WHEREOF the parties hereto have executed this First (1st) Amendment.

THE MANUFACTURERS LIFE INSURANCE COMPANY
(Licensor)

Stephen Nicodetti

By: _____
Name:
Title:

I/We have authority to bind the Corporation

TELUS COMMUNICATIONS INC.
(Licensee)

By: *Richard Johnson*
Name: Richard Johnson
Title: Manager, Building Access

I/We have authority to bind the Corporation