

Lease Amendment number 2 (the Amendment)

BETWEEN: IMMEUBLES RÉGIME VII INC., 9089-0021 QUÉBEC INC. and 9164-3031 QUÉBEC INC., represented by its mandatory **Société en commandite Kevlar**, a company duly incorporated under the laws of the Province of Québec, having its head office at 1800, avenue McGill College, suite 1900, Montréal (Quebec) H3A 3J6, herein acting and represented by Mr. René Bellerive, president, and by Ms Brigitte Lapointe, Senior Manager, Business Development and Property Management, duly authorised for the purposes hereof; as declared in **Schedule A** attached hereto;

(the Lessor)

AND: TELUS Communications (QUEBEC) INC., a company duly incorporated under Quebec's Companies Act having its head office at 6, Jules-A.-Brillant, Rimouski (Quebec) G5L 7E4, herein acting and duly represented by Sharon Trottier, Real Estate Specialist, duly authorised for the purposes hereof, as declared in **Schedule B** attached hereto;

(the Lessee)

WHEREAS a Lease Agreement has been concluded for a period of five (5) years beginning April 1st, 2002 between the Lessor and the Lessee (the **Lease Agreement**) for POP System in a space comprising approximately 10ft X 10ft (the **Leased Premises**) located in the building bearing civic address 410, boulevard Charest Est, in the City of Quebec, Province of Quebec, G1K 8G3 (the **Building**);

WHEREAS an Amendment number 1 signed on 28 March and on 3 April 2007 between the Lessor and the Lessee has been concluded to renew the Lease Agreement for a period of ten (10) years beginning April 1st 2007;

WHEREAS an agreement signed on 8 and 9 September 2010 between the Lessor and the Lessee has been concluded to allow the Right to use the infrastructure of the Building to serve the 420 Charest Est (the "**Neighboring Building**");

WHEREAS the Lessee wants to renew the Lease Agreement for a period of five (5) years beginning April 1st 2017;

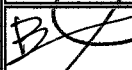

WHEREAS the Lessor accepts to renew the Lease Agreement for a period of five (5) years.

THE PARTIES HERETO OF THESE PRESENTS AGREE ON IT TOGETHER AS FOLLOWS:

1. PREAMBULE

1.1 The Preamble and Schedules A and B are an integral part of these Terms and Conditions.

Initials

Lessor	Lessee
	

2. **TERM**

2.1 The period of tenancy shall begin on April 1st, 2017 (the **Commencement Date**) and terminate on March 31th, 2022 (the **End Date**).

3. **ANNUAL RENT**

3.1 Throughout the period of the Term beginning on April 1st, 2017 and terminate on March 31th, 2022, the Lessee covenants to pay to the Lessor, without any deduction, reduction, compensation or abatement whatsoever, annual rent for the Leased Premises, payable on the first day of April each year the amount of **THREE THOUSAND THREE HUNDRED FIFTY DOLLARS (3 350,00\$)** (the **Annual Rent**) (applicable taxes not included).

4. **ANNUAL ADDITIONAL RENT**

4.1 In addition to the Annual Rent, the Lessee undertakes to pay to the Lessor, the following **Annual Additional Rent for Pop System**:

4.1.1 **ELECTRICITY** : Until further adjustment by the Lessor, as follows:

3.1.1.1 For the Term beginning on April 1st, 2017 and terminate on March 31th, 2022, the annual cost of electricity consumed in the Leased Premises of the lease is estimated at **FOUR HUNDRED FIFTY DOLLARS (450,00\$)** for the Leased Premises (applicable taxes not included), and is subject to increases imposed by Hydro-Québec.

4.2 In addition to the Annual Rent, the Lessee undertakes to pay to the Lessor, the **Annual Additional Rent for the Right to use the infrastructure of the Building** as follow:

4.2.1 For the Term beginning on April 1st, 2017 and terminate on March 31th, 2022, the Lessee covenants to pay to the Lessor, without any deduction, reduction, compensation or abatement whatsoever, Annual Additional Rent for the Right to use the infrastructure of the Building, payable on the first day of April each year the amount of **THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (3 750,00\$)** (applicable taxes not included).

5. **OPTION TO RENEW**

5.1 The Leesee has two (2) options to renew the Lease Agreement for an additional period of five (5) years each, with the same conditions, with the exception of Annual Rent and Annual Additional Rents to be negotiated.

6. **NOTICES**

6.1 Any notice to be given under the Amendment shall be sent by registered mail, by Fax transmission or delivered in person at the following addresses. Notices sent by registered mail or delivered in person shall have been deemed received on the day of their reception and those by Fax the business day following their transmission. All invoices shall be sent to the Lessee at the address stipulated herein.

Initials	
Lessor	Lessee
<i>[Signature]</i>	<i>[Signature]</i>

6.1.1 Notice to the Lessor:

Attention: Ms Brigitte Lapointe, Senior Manager,
Business Development and Property Management

Société en commandite KEVLAR
750, boulevard Charest Est, Suite 201
Quebec, Quebec G1K 3J7
Fax: (418) 522-2355

6.1.2 Notice to the Lessee:

Attention: Robert Beatty, AVP, Building Access

TELUS Communications (QUEBEC) INC.
6, Jules-A.-Brillant
Rimouski (Quebec) G5L 7E4
Fax: 647-837-9501

7. SCOPE OF THE CONVENTION

7.1 This Agreement shall be binding upon and in addition to the parties hereto, their successors and assigns and shall be for the benefit of the parties hereto and their successors and assigns.

8. ILLEGALITY OF A DISPOSITION

8.1 This Agreement shall not be annulled or terminated by reason of any of its provisions having become unlawful as a result of an amendment to the Acts. Only the stipulation affected is amended or canceled, as the case may be.

9. APPLICABLE LAWS

9.1 The interpretation, fulfillment, coming into force, validity and effect of this Agreement shall be subject to the laws in force in the Province of Quebec.

10. OTHER PROVISIONS

10.1 Subject to the foregoing, all other provisions of the Lease Agreement and its Amendments shall continue to apply mutatis mutandis.

Initials	
Lessor	Lessee
BS	A

IN WITNESS WHERE of the Lessee has signed in Toronto, this 5th day of June, 2017.

TELUS Communications (QUEBEC) INC.
(Lessee)

Per: Richard Johnson

Witness _____

~~Sharon Trottier, Real Estate Specialist~~

Per: Richard Johnson, Manager, Building Access

Witness _____

IN WITNESS WHERE of the Lessor has signed in Quebec City, this 20th day of June 2017.

Société en commandite KEVLAR
(Lessor)

Per: Brigitte Lapointe

Witness [Signature]

Per: René Bellerive

Witness [Signature]



Initials	
Lessor	Lessee
<u>[Signature]</u>	<u>[Signature]</u>

ANNEXE A

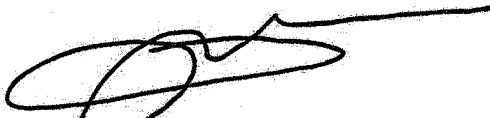
RÉSOLUTION DU BAILLEUR

EXTRAIT du procès-verbal d'une séance du conseil d'administration de Société en commandite Kevlar tenue au siège social de la compagnie, le 21 janvier 2017.

Sur motion dûment proposée, il est unanimement résolu:

- 1- d'amender le bail de Telus Communications (Québec) inc. par un deuxième Amendement au bail suivant les termes et conditions y stipulés;
- 2- d'approuver le deuxième Amendement au bail de Telus Communications (Québec) inc. soumis au conseil à cette séance tel que rédigé;
- 3- d'autoriser monsieur René Bellerive, président, et madame Brigitte Lapointe, directrice principale, développement d'affaires et gestion immobilière, à signer le deuxième Amendement au bail de Telus Communications (Québec) inc. au nom de la compagnie après avoir apporté à ladite convention toute modification qu'ils jugeront nécessaire dans l'intérêt de la compagnie et à faire toutes les démarches et à signer tous les documents accessoires qui leurs paraîtront s'imposer pour donner effet à la présente résolution.

Copie conforme



Philippe Morin, Le secrétaire

Initiales	
Bailleur	Locataire
RS	BL

SCHEDULE B
LESSEE RESOLUTION

Initials

Lessor	Lessee
<i>[Handwritten Initials]</i>	<i>[Handwritten Initials]</i>