



September 28, 2021

BY E-MAIL

TELUS COMMUNICATIONS INC.

25 York Street, Floor 22

Toronto, Ontario

M5J 2V5

Robert.Beatty@telus.com

Attention of: Robert Beatty, AVP, Building Access

RE: Addendum 3 – Leasing agreement for telecommunications services intervened on March 14, 2002 (the **Original Lease**), as amended by a letter dated October 26, 2006 (the **Addendum 1**), and by a letter dated November 16, 2009 (the **Addendum 2**) between Telus Communications Inc. (formerly Telus Communications (Québec) Inc.) (**Telus Communications**) La Société en Commandite Immobilière Petra, acting and represented by its general partner and manager Petra Ltd (the **Owner**) for premises measuring 243 square feet (the **POP**) in the building bearing civic address 7101 Jean-Talon E. Street, in the City of Montréal (borough of St-Léonard), Province of Québec (the **Building**). The Original Lease, the Addendum 1 and the Addendum 2 are collectively referred to as the Lease.

Mr. Beatty,

Following discussions between the Owner and Telus Communications, the parties wish to amend the Lease in order to extend the Term, the whole as per the following terms and conditions:

1. **Acknowledgment:** The parties acknowledge that Telus Communications has continued to use the POP on a month-to-month basis during the period commencing on March 1, 2017 and ending on February 28, 2021.
2. **Extended Term:** The Owner agrees to extend the Term of the Lease for a period of 10 years commencing retroactively on March 1, 2021 (the **Extension Commencement Date**) and terminating on February 28, 2031 (the **Extended Term**).
3. **Rent and other charges:**

During the Extended Term, Telus Communications shall observe and perform all of the provisions of the Lease, including the payment of the rent payable yearly in full in advance on the first day of March of each lease year during the Extended Term, which shall correspond to the following: retroactively from March 1, 2021 until February 28, 2031, the rent payable shall be of \$32.50 per square foot of the leasable area of the POP per annum, for a total of \$7,897.50 plus GST and QST per annum.

In addition, the Landlord acknowledges having received the amount of 7,683.28\$ for the rent of the first year of the Extended Term. In consideration of the foregoing, Telus Communications undertakes to remit to the Landlord, the balance of the rent for the first year of the Renewal Term, along with this Addendum 3 duly signed by Telus Communications, by certified cheque or wire transfer (at Telus Communications' cost), at Telus Communications' choice, the amount of \$1,396.88, failing which the present Addendum 3 shall become, at Landlord's sole discretion, null and void without penalty, charge or recourse of Telus Communications against the Landlord.

In addition to the rent, Telus Communications shall continue to pay all other amounts payable under the Lease including, without limitation, its business taxes and any increase in realty taxes assessed against Owner by reason of the installation of Telus Communications' equipment or its use of the POP.

4. **Condition of the POP:** Telus Communications acknowledges that the Owner has made no promises, declarations nor any undertakings regarding the condition of the POP, any modifications, upgrades, decorations, installation of any kind of equipment with regards to the POP, and that as of the Extension Commencement Date, Telus Communications continues to use the POP on an "as is" basis.
5. **Identification of the equipment in the POP:** Telus Communications undertakes to identify its equipment, and more particularly the cables, apparatus and ancillary attachments located in the POP in accordance with the Owner's specifications attached hereto as Schedule "A".
6. **Insurance:**
 - 6.1. Notwithstanding any provision to the contrary contained in the Lease, as of the signature of the present Addendum 3 by the parties, Telus Communications undertakes to contract and maintain in force, at its sole cost and expense with an insurer licensed to do business in the province of Québec and with an AM Best rating of "A-" or better, or equivalent, the following insurance policies:
 - 6.1.1. commercial general liability insurance for a minimum amount of \$5,000,000.00 for each occurrence or for any greater amount which the Owner may reasonably request and which is mutually agreeable to both parties;
 - 6.1.2. a broad form property insurance coverage for all of the property located in the POP (such as the leasehold improvements), for an amount equal to their replacement cost, without deduction for depreciation. Such insurance shall include coverage for business interruption and extra expenses in such amounts as would reimburse Telus Communications for loss of earnings. It is acknowledged and agreed that Telus Communications may satisfy all or part of this property insurance requirement through self-insurance;
 - 6.1.3. all other insurance which the Owner may reasonably require and which is mutually agreeable to both parties.
 - 6.2. The commercial general liability insurance required under 6.1.1 shall i) include the Owner (i.e. La Société en Commandite Immobilière Petra, and Petra Ltd) and any other entity reasonably designated by the Owner from time to time (i.e. in the case of a change of Owner) as additional insured, but only with respect to liability arising out of Telus Communications' operations under this Lease and ii) contain a provision whereby the insurer will endeavor to provide the Owner 30 days written notice of cancellation.
 - 6.3. Using its best commercial efforts, Telus Communications shall:
 - 6.3.1. not do anything which solely increases the risk of fire and the insurance premium rates for the Building;
 - 6.3.2. comply with the reasonable requirements of the Owner's insurers or of any associations of insurers having jurisdiction in such matters; and
 - 6.3.3. not keep contaminants and hazardous materials in the POP unless such materials are required for its business and, in such a case, in such quantities as are permitted by the Owner's insurance policies, failing which Telus Communications shall pay to the Owner any resulting increase of the insurance premiums.

- 6.4. Telus Communications remits to the Owner certificates of insurance or other written evidence confirming that Telus Communications subscribes to the policies required herein, along with the present Addendum 3 duly signed and thereafter, within 15 days of the renewal thereof.

If Telus Communications fails to maintain the insurance for which it is bound, or to remit the certificates of insurance, the Owner, after reasonable notice to Telus Communications to rectify the situation, may do so, acting reasonably, in the name of Telus Communications, at Telus Communications' cost (including an administration fee of 15%), which shall be payable upon reasonable demand provided that such reasonable costs shall be duly evidenced to Telus Communications.

- 6.5. Notwithstanding the foregoing and so long as Telus Communications is in occupation of the whole of the POP, upon prior written notice to the Owner, Telus Communications shall have the right to self-insure for any or all of the perils for which insurance is required to be carried throughout the Extended Term pursuant to the provisions of Article 6.1 hereof, subject to the following:

(i) **Self-insurance** means that Telus Communications is itself acting as though it were the insurance company providing the insurance required under the provisions hereof and Telus Communications shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under the Lease as amended by this Addendum 3.

(ii) All amounts which Telus Communications pays or is required to pay and all loss or damage resulting from risks for which Telus Communications has elected to self-insure shall not limit Telus Communications' indemnification obligations (with regards to the Owner).

(iii) In the event that Telus Communications elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company had insurance been purchased, Telus Communications shall:

(a) undertake the defense of any such claim, including a defense of the Owner at its sole cost and expense, and

(b) use its own funds to pay any claim or replace any equipment or other physical property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Telus Communications to self-insure.

This self-insurance right is personal to Telus Communications and shall not be transferred nor assigned.

7. **Renewal Option:** Provided that: (i) the Addendum 3 is signed by the parties; (ii) Telus Communications is not in default under the terms and conditions of the Lease as amended by this Addendum 3; and (iii) Telus Communications has not transferred or subleased the POP, in whole or in part; the Owner hereby grants to Telus Communications 1 option to renew the Extended Term for an additional period of 5 years (the **Renewal Option**), upon the same terms and conditions set out in the Lease, as amended by the present Addendum 3, with the exception that:

- (a) there shall be no further option to renew the Extended Term;
- (b) the POP shall be accepted by Telus Communications in the same state as that in which it was at the end of the Extended Term;

- (c) there shall be no work executed in POP by the Owner;
- (d) there shall be no free rent periods, no allowance nor any monetary inducements allocated to Telus Communications; and
- (e) the rent shall be negotiated in order to reflect the then prevailing market rental rates payable at the time of the exercise of the Renewal Option, for comparable premises, taking into consideration all the special rights herein granted to Telus Communications. In no event shall the rent be less than the rent payable in the year preceding the Renewal Option.

Telus Communications shall notify the Owner in writing of its intention to exercise the Renewal Option, which notice must be received by the Owner at least 9 months but not more than 12 months prior to the expiry of the Extended Term (the **Renewal Notice**), failing which, the Lease and the present Addendum 3 shall terminate at the expiry of the Extended Term and the Renewal Option shall automatically become null and void and of no further effect.

The present Renewal Option is a personal right granted to Telus Communications and cannot, in any case, be transferred or assigned.

8. **Overholding:** The Lease, as amended by the present Addendum 3, shall expire without notice or demand being necessary at the end of the Extended Term. Should Telus Communications remain in occupancy of the POP after the expiration of the Extended Term without having obtained the Owner's prior written consent (the **Overholding Period**), such Overholding Period shall not constitute a renewal or extension of the Lease. If Telus Communications continues to occupy the POP after the end of the Extended Term, Telus Communications shall then be deemed to be occupying the POP against the Owner's will, who may exercise any recourse available by Law to evict Telus Communications and claim damages from Telus Communications. During any Overholding Period, the rent shall be equal to 2 times the rent payable during the last year preceding the expiration or termination of the Lease, as amended by this Addendum 3 and all the other terms and conditions of the Lease, as amended by this Addendum 3 (including without limitation any other charges payable by Telus Communications) shall remain the same.
9. **Expropriation:** In the case of an expropriation or of a taking of possession (the **Expropriation**) which, according to the Owner, renders the Building, or the POP unusable, the Owner may terminate the Lease, as amended by this Addendum 3 from the date of the Expropriation by way of a written notice to Telus Communications. Telus Communications may claim any damages from the expropriating party and not from the Owner. The Owner is not obligated to contest the Expropriation.
10. **Modifications to the Lease:** As of the signature of the present Addendum 3 by the parties:
 - 10.1. The following paragraph is added at the end of Section 3.6 (Standards and safety) of the Original Lease:

"Telus Communications undertakes to take all the necessary measures in order to ensure that the equipment and the use in the POP do not cause any interference or jamming with the communications systems or other telecommunication equipment, electronic or the waves received or transmitted legally, of any kind whatsoever, located in the Building. It is expressly understood that if the equipment interfere with other telecommunication installations in or between the Building or with any tenant's, user's or other occupant's use or operation of communication or cause any health problems or any other problems to the Owner, Telus Communications undertakes, within 10 days following Telus Communications' receipt of the Owner's notice to that effect, to immediately take all the necessary measures to rectify such situation (more particularly, to remove the equipment or to change their site, as the case may be), failing which the Owner may proceed to remove, relocate or take any other measure necessary, at the expense of Telus Communications (to which an administration fee of 15%

is added), those fees being payable upon the Owner's demand."

- 10.2. The addresses in Section 13.6 (Statement) of the Original Lease are hereby deleted and the following paragraphs are added as Section 13.7 to the Original Lease:

"13.7 Notices:

- A. **Notice to Telus Communications.** Any notice or other communication given hereinafter shall be sufficiently given if personally delivered, e-mailed or mailed by registered mail, at the following address:

TELUS COMMUNICATIONS INC.
25 York Street, Floor 22
Toronto, Ontario
M5J 2V5
Attention of: Robert Beatty, AVP, Building Access

Or by e-mail at: Robert.Beatty@telus.com

- B. **Notice to the Owner.** Any notice or other communication given hereinafter shall be sufficiently given if personally delivered or mailed by registered mail, to the following address:

LA SOCIÉTÉ EN COMMANDITE IMMOBILIÈRE PETRA
c/o Petra Ltd
8000 Langelier Boulevard, Suite 808
Saint-Léonard (Québec) H1P 3K2
To the attention of: Vice President, Legal Affairs";

- 10.3. The following paragraphs are added to the Original Lease as Section 14:

"14. RELOCATION

- 14.1 The Owner will notify Telus Communications of its intend to replace the POP with any other premises located in the Building, said notice shall indicate the location of the new premises. Telus Communications will then have 15 days to advise the Owner of it consents or not to the relocation. If Telus Communications consents to the relocation, the said relocation shall be effective within 120 days following Telus Communications' consent. If Telus Communications does not consent to the relocation within prescribed time limit, Telus Communications is deemed to have terminated the Lease, this termination shall take effect within 120 days following the Owner's notice. Telus Communications is responsible for all the fees and costs incurred for the relocation of the POP.

- 14.2 Following the relocation, the new premises assigned to Tefus Communications shall then be designated as the «POP». The rent shall be adjusted according to the leasable area of the new premises. All the terms and conditions of the Lease shall apply to the new premises.

- 14.3 The Owner shall reimburse Telus Communications for up to a maximum of 50% of the direct and reasonable costs incurred by Telus Communications for any relocation of the POP requested by the owner, as the case may be, upon receipt of an invoice and proofs of payment from Telus Communications.";

- 10.4. Section 4.2 (Renewal) of the Original Lease is hereby deleted and not replaced; and

- 10.5. The Section entitled "Option de Renouvellement" of the Addendum 2 is hereby deleted and not replaced.

11. **Broker:** Telus Communications represents to the Owner that no broker is involved in this transaction. Any brokerage commission with respect to this transaction, including any offer or agreement preceding this Addendum 3, shall be borne exclusively by Telus Communications, and Telus Communications shall indemnify the Owner for any claim with respect thereto.

It is agreed that all the terms and conditions of the Lease, as modified by the present Addendum 3, remain valid and unchanged. Unless otherwise provided, all expressions used in the present have the same meaning as attributed in the Lease.

The parties specifically declare that they have requested the present be drawn up in the English language only. *Les parties déclarent qu'elles ont demandé que cette entente soit rédigée en anglais seulement.*

Telus Communications must accept the present by signing hereunder and returning one electronic copy to the Owner at the latest on **October 12, 2021**, failing which the present Addendum 3 shall become null and void, without penalty, charge or recourse whatsoever of Telus Communications against the Owner. The present is deemed accepted by the parties hereto when the Owner remits a duly signed copy to Telus Communications.

This Addendum 3 may be executed in any number of counterparts and transmitted by e-mail, all of which together shall constitute one and the same instrument and each counterpart shall be deemed to be an original hereof.

Trusting the above satisfactory, please accept, Mr. Beatty, our best regards.

Sincerely

LA SOCIÉTÉ EN COMMANDITE IMMOBILIÈRE PETRA, acting and represented by its general partner and manager **Petra Ltd**




Marie-Claude Bélanger
Director, Operations

Encl. Schedule "A" (Identification Standards)

READ AND ACCEPTED by Telus Communications this 4th day of October 2021.

TELUS COMMUNICATIONS INC.

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

By: _____
Name:
Title:

READ AND ACCEPTED by the Owner this 16 day of November 2021.

LA SOCIÉTÉ EN COMMANDITE IMMOBILIÈRE PETRA, acting and represented by its general partner and manager Petra Ltd

By: 
Patrice Bourbonnais
President

By: 
Tom Arseneault
Vice President, Finance

SCHEDULE "A"
IDENTIFICATION STANDARDS

Telus Communications shall respect the following standards when installing telecommunication conduits, equipment or cables in the POP or any part of the Building.

ARTICLE 1 ARTICLE 1-VISIBLE CONDUITS

- 1.1 At a minimum, a label must be affixed at each floor level of the conduit and at a maximum distance of 2.5 metres between 2 labels. Each label shall bear one of the following identifications:
- 1.1.1 if the conduit belongs exclusively to a telecommunication services provider:
Property of (name of the provider); or
 - 1.1.2 **Equipment of** (name of the provider); or
 - 1.1.3 the name of the provider.

ARTICLE 2 ARTICLE 2- EQUIPMENT

- 2.1 At a minimum, a label must be affixed to each piece of equipment (which are generally located in the telecommunications rooms or the risers). The label will bear one of the following identifications :
- 2.1.1 if the conduit belongs exclusively to a telecommunication services provider:
Property of (name of the provider); or
 - 2.1.2 **Equipment of** (name of the provider); or
 - 2.1.3 the name of the provider.

ARTICLE 3 ARTICLE 3- CABLES

- 3.1 When cables are located in the main and secondary telecommunication rooms, in the risers of a floor of the Building, or in any place where cables are visible, a label will be affixed to cables at every 4 metres :
- 3.1.1 at a maximum height of 50 cm from the ground at each extremity of the cable;
 - 3.1.2 at a maximum distance of 50 cm from the extremity of the cable at the ceiling or the wall.
 - 3.1.3 if the cable is longer than 4 metres, a label must be affixed at each 4 metres.