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Third Amendment to Lease entered into February 1st, 2002, in Quebec, this 23rd day of November 2017 (the Amendment #3).

BETWEEN: IMMEUBLES RÉGIME VIII INC., 9097-0286 QUÉBEC INC. and 9164-3064 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 Mrs. Brigitte Lapointe, Senior Manager, Business Development and Property Management, duly authorised for the purposes hereof; as declared in **Schedule A** attached hereto;

(the Landlord)

AND: TELUS Communications Inc., a company duly incorporated under Quebec's Companies Act having its head office at 25, York Street, 22nd floor, Toronto (Ontario) M5J 2V5, herein acting and duly represented by Mr. Richard D. Johnson, CLO, FRI(E), Manager, Building Access, duly authorised for the purposes hereof;

(the Tenant)

WHEREAS a Lease entered into February 1st, 2002 between the Landlord and the Tenant for POP System in space comprising approximately 10f X 10f (the Leased Premises) located in the building bearing civic address 750, boulevard Charest Est, in the City of Quebec, Province of Quebec, G1K 3J7 (the Building);

WHEREAS a first Lease Amending Agreement entered into March 28th, 2007 between the Parties for the renewal of the Lease for a period of five (5) years beginning on February 1st, 2007 and terminating on January 31th, 2012 (the Amendment #1);

WHEREAS a second Lease Amending Agreement entered into March 19th, 2012 between the Parties for the renewal of the Lease for a period of five (5) years beginning on February 1st, 2012 and terminating on January 31th, 2017 (the Amendment #2);

WHEREAS the Tenant wants to renew the Lease for a period of five (5) years beginning on February 1st, 2017 and terminating on January 31th, 2022, and to add an additional area; the Landlord agrees.

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


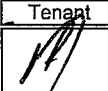
1. **PREAMBLE**

1.1 The preamble and Schedule A and B form an integral part of this amendment as if it was fully stated.

2. **Leased Premises (New Surface Area)**

2.1 The current Leased Premises of 100 sq. ft. will be increased and shall comprise nine hundred sixteen (916) square feet of rentable area (the New Surface Area) located on the basement floor (known as "Suite 015") including Tenant's proportion of service and common areas (the "Rentable Area") as defined by the

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Standard Method for Measuring Floor Area in Office Buildings (ANSI Z65.1-1996) and sponsored by BOMA International Inc. (the "Method of Measurement") (the **Leased Premises**).

- 2.2 The Leased Premises are showed on Schedule "B" attached hereto.
- 2.3 The Tenant shall provide to Landlord the plans as built when the expansion is completed.

3. **TERM**

- 3.1 A period of five (5) years of tenancy beginning on February 1st, 2017 and terminating on January 31th, 2022 (the Term).

4. **ANNUAL RENT**

- 4.1 Throughout the Term, the Tenant covenants to pay to the Landlord, without any deduction, reduction, compensation or abatement whatsoever, annual rent for the Leased Premises, payable on the first day of February each year the amount of SIXTEEN THOUSAND ONE HUNDRED DOLLARS (\$ 16 100.00) (the **Annual Rent**) (plus the applicable GST and QST).
- 4.2 Notwithstanding the foregoing, for the first year of the Term, the Annual Rent will be adjusted to the prorating of the months with the New Surface Area of NINE HUNDRED SIXTEEN (916) sq. ft.

5. **ANNUAL ADDITIONAL RENT**



- 5.1 In addition to the Annual Rent, the Tenant undertakes to pay to the Landlord, the following Annual Additional Rent :

- 5.1.1 **ELECTRICITY** : The Tenant will pay to the Landlord a lump sum of THREE HUNDRED DOLLARS (\$ 300.00) plus the applicable GST and QST, payable in advance for its electricity consumption, from the date of equipment installation or the equipment room for the expansion of the leased premises (the "Expansion of the Leased Premises"). The actual value of the electricity consumed will be adjusted on the next anniversary date of the lease (February 1st, 2018) following completion of the Expansion of the Leased Premises, based on the reading of the electric submeter that the tenant will install in the leased premises and any overpayment will be refunded to the Tenant. However, in the event that actual consumption exceeds the prepaid amount, the Tenant shall pay to Landlord the exceed amount within sixty (60) days of receipt of a written notice to that effect and the annual installment amount shall be revised in function of this sum estimated on a base of twelve (12) months. For subsequent years of the lease term, the amount paid in advance, on each anniversary date of the lease, for the electricity consumption will be adjusted to be equivalent to the annual electricity consumption of the previous year.

6. **OPTION TO RENEW**

- 6.1 The Tenant has two (2) options to renew the Lease for a period of five (5) years each with the same conditions except the Annual Rent should be negotiated.

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7. **NOTICES**

7.1 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 Tenant at the address stipulated herein.

7.1.1 Notice to the Landlord:

Attention: Mrs. 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

7.1.2 Notice to the Tenant:

Attention: Mr. Richard D. Johnson, CLO, FRI(E),
Manager, Building Access

TELUS Communications Inc.
25 York Street, Floor 22
Toronto (Ontario) M5J 2V5

Direct Phone: 416-496-6893
Cell: 416-992-5684

8. **SCOPE OF THE CONVENTION**

8.1 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.

9. **ILLEGALITY OF A DISPOSITION**

9.1 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.

10. **APPLICABLE LAWS**


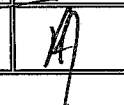
10.1 The interpretation, fulfillment, coming into force, validity and effect of this Agreement shall be subject to the laws in force in the Province of Quebec.

11. **OTHER PROVISIONS**

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

11.2 The Tenant accepts the Premises on an "as is" basis, the Tenant being in possession of same and being satisfied therewith. The Tenant shall not call upon

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the Landlord to effect any leasehold improvements whatsoever in or about the Premises.

- 11.3 The Tenant shall be responsible for any fees or commissions payable to any broker or real estate consultant it has retained for the Renewed Term.
- 11.4 The Tenant as requested that this agreement be drawn up in English. Le locataire a demandé que la présente entente soit rédigée en anglais.

IN WITNESS WHEREOF, the parties signed the following:

The Tenant has signed in Toronto, this 17th day of November, 2017.

TELUS Communications Inc.
(Tenant)

Per:

Richard D. Johnson
Richard D. Johnson

Witness

Per: _____

Witness

The Landlord has signed in Quebec City, this 23rd day of November, 2017.

Société en commandite KEVLAR
(Landlord)

Per:

Brigitte Lapointe
Brigitte Lapointe

Joseph Desrosiers
Witness

Per:

René Bellerive
René Bellerive

Witness

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Landlord	Tenant
<u>JB</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 10 août 2017.

Sur motion dûment proposée, il est unanimement résolu:

- 1- d'amender le bail de Telus Communication Company par un troisième Amendement au bail suivant les termes et conditions y stipulés;
- 2- d'approuver le troisième Amendement au bail de Telus Communication Company 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 troisième Amendement au bail de Telus Communication Company 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
