

LICENSE AGREEMENT

DATE: As of the 1<sup>st</sup> day of October 2025

BETWEEN: **Edifice 1155 Robert Bourassa INC.**, a corporation duly incorporated under the *Business Corporations Act (Quebec)*, having its head office at 630 Saint-Paul W., Suite 600, in the City of Montreal, Province of Quebec, H3C 1L9, represented by Vince Di Domenico, its chief operating officer, duly authorized for the purposes hereof, as he so declares;

(the "Licensor")

AND: **Telus Communications INC.**, a corporation duly incorporated having its head office at 510 George Street, in the City of Vancouver, Province of British Columbia, herein acting and represented by Richard Johnson, duly authorized for the purposes hereof as he/she so declares;

(the "Licensee")

1. DESCRIPTION OF THE LICENSED PREMISES

In consideration of the Fee, commitments and agreements set forth herein, the Licensor hereby grants a license to the Licensee to use certain premises (the "**Licensed Premises**"), the whole as outlined in yellow in Schedule "A" attached hereto and located on the **basement level** of a building bearing the civic number **1155 Robert Bourassa**, in the City of **Montreal** Province of **Quebec** (hereinafter the "**Building**").

2. DEFINITIONS AND INTERPRETATION

"**Definition**" In this Agreement, unless the context requires otherwise the following terms shall have the following meanings, respectively.

"**Agreement**" means this Agreement and the attached Schedules and all subsequent written changes, modifications and amendments to this Agreement, provided they are signed by authorized representatives of each party, and the attached Schedules made in accordance with the provisions of this Agreement.

"**Business Hours**" means from 8:00 AM to 6:00 PM, from Monday to Friday excluding holidays, and any other time that may be agreed between the Licensor and the Licensee from time to time.

"**Building Risers**" means the electrical, mechanical or communications spaces or other pathways in the Building, as designated by the Licensor, acting reasonably from time to time.

"**CRTC**" means the Canadian Radio-television and Telecommunications Commission or its successor.



"**Connecting Equipment**" means the cables (including fibre optic and coaxial cabling), conduits, inner ducts and connecting hardware of the Licensee that is connected to the Telecommunication Equipment.

"**Entrance Link**" means the core sleeve penetration through the foundation of the Building, as designated by the Licensor, acting reasonably, from time to time.

"**Equipment Room**" means the premises as shown on the site plan of the Licensed Premises attached to this Agreement as Schedule A, which Licensed Premises shall be provided by the Licensor to the Licensee for the use of the Licensee in accordance with the terms and conditions of this Agreement.

"**Licensee's Equipment**" means, collectively the Telecommunications Equipment and Connecting Equipment.

"**POP Room**" means the area of the Equipment Room or otherwise designated by the Licensor, acting reasonably, which is licensed for the use by the Licensee.

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**"Telecommunications Equipment"** means the equipment of the Licensee and its affiliated, located in the Equipment Room including the cabinets, racks, electronic equipment and other similar equipment.

3. **LICENSE**

The Licensors grants to the Licensee a non-exclusive license to:

- a) Install, operate, maintain, supplement, upgrade, repair and replace the Telecommunications Equipment in the Equipment Room at the Licensee's sole expense and risk.
- b) Install, operate, maintain, supplement, upgrade, repair and replace the Connecting Equipment in the Building, at the Licensee's sole expense and risk together with the right to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's customers in the Building, as required by the Licensee's customers in the Building; and
- c) Use the Entrance Link and existing Building wiring as may be required by the Licensee for the purpose of connecting the Licensee's Equipment to the Licensee's customers in the Building.

**POP Room.** The Licensors shall provide an area in the Equipment Room or in another area as designated in Schedule A to the Licensee, for the sole and exclusive use of the Licensee, which POP Room shall be used by the Licensee for the provision of communications services to the Licensee's customers in the Building. The Licensors shall have the right, acting reasonably, to limit the type, size and location of the Licensee's Equipment to what is reasonable for the Equipment Room.

**Nature of Interest.** The right granted to the Licensee under this Agreement is a license only, and shall not constitute a partnership, joint venture or lease between the two parties.

**Non-Exclusivity.** The Licensee acknowledges and agrees that the license granted to the Licensee pursuant to the present section of this Agreement is not exclusive to the Licensee, and that the Licensors has the right to grant similar rights and privileges in respect of the Building to other parties.

**Rooftop Rights.** The Licensee acknowledges and agrees that unless otherwise agreed to in writing by the Licensors:

- a. this license does not allow the permanent installation or operation by or on behalf of the Licensee, of any type of rooftop or wireless communication equipment; and
- b. the Licensee shall not use any part of the Licensee's Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network to serve persons outside of the Building.

**Control of the Building.** The Building remains under the exclusive control of the Licensors and, without limitation, the Licensors and any person authorized by the Licensors shall have the right at any time and from time to time, acting reasonably, to do any or all of the following:

- a. to install, maintain and/or repair pipes, wires, ducts and other installations in, under or through the Equipment Room, the Entrance Link or the Building Risers for or in connection with the supply of any utilities or services to the Equipment Room or other parts of the Building;
- b. to alter the Building or any part thereof including, without limitation, relocation and/or alteration of the Building Risers, the Entrance Link and the Equipment Room, provided that the Licensors will use commercially reasonable efforts to minimize disruption to the Licensee's Equipment and operations and that access to and from the Equipment Room to the stairwells and fire escapes required by law on the floor on which the Equipment Room is located are at all times available;
- c. to permit other tenants, licensees and operators to operate any Community Antenna Television or Cable Television (CATV), FM radio, AM radio, television broadcasting, satellite or microwave transmission or reception, cellular telecommunications and other communications activities from or within the Building or other improvements owned by the Licensors, provided that these others do not interrupt or interfere with the Licensee's

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operations; and

In taking any action pursuant to this section, the Licensor agrees to use reasonable commercial efforts to minimize the interruption to or interference with the Licensee's operations, but shall not, in any event, be liable to the Licensee for any damage caused to the Licensee's Equipment or for any other compensation to the Licensee, except to the extent such damage or loss is caused or contributed to by the negligence, gross negligence, or willful misconduct of the Licensor or those for whom it is responsible. In the event that any action above may either directly or indirectly affect the Equipment Room or any of the Licensee's Equipment, the Licensor shall use commercially reasonable efforts to provide Licensee with ten (10) days' notice adequately describing the nature of the proposed work.

4. **TERM OF THE LICENSE AGREEMENT**

The term of the License Agreement (the "Term") shall for a period of **5 (five)** years, commencing on **October 1, 2025** (the "Commencement Date") and ending on **September 30, 2030** (the "Expiry Date").

5. **RENEWAL OF THE TERM**

Provided that the Licensee is **Telus Communications Inc.** and is not in material default under this Agreement, the Agreement shall automatically extend for **1 (one)** consecutive periods of **1 (one)** year each, unless the Licensee provides at least 30 days' prior written notice before the end of the applicable Term or renewal period that it does not intend to renew the Agreement.

Each renewal period shall be on the same terms and conditions as contained in this Agreement, except that the Cost Recovery Fee which shall be agreed to by the parties in writing based on the fair market rates for similar Equipment Rooms in similar buildings, provided that the Cost Recovery Fee shall, in no event, be less than the Cost Recovery Fee payable during the last twelve (12) month period immediately preceding the commencement of the renewal period.

If the parties are unable to agree on the Cost Recovery Fee payable during a renewal period on or before the date that is sixty (60) days prior to the expiration of the Term or a renewal period, as the case may be, the matter in dispute shall be determined by a single arbitrator appointed under provincial arbitration legislation.

6. **COST RECOVERY FEE**

The Licensee shall pay to the Licensor for the duration of the Term, in Canadian money, without deduction, reduction or compensation, an annual cost recovery fee (the "Cost Recovery Fee") of **five thousand dollars (\$5,000)** plus applicable taxes.

The parties hereby agree that as of the first full calendar year after the Commencement Date the Cost Recovery fee will be adjusted annually on the first day of each calendar year according to the average annual consumer price index (CPI) applicable to the previous calendar year and released by statistics Canada.

During the first year of the Term, the Licensee shall pay the Cost Recovery Fee to the Licensor within ninety (90) days following the Commencement Date. For each subsequent calendar year of the Term or any renewal period, the Licensee shall pay the Cost Recovery Fee to the Licensor within thirty (30) days of the receipt of Licensor's invoice.

Furthermore, in the case where the current Agreement is not renewed at the end of the Term or any subsequent renewal period, the Licensor agrees that, upon written request by the Licensee, the Cost Recovery Fee will be adjusted on a prorated basis for the portion of the year where the Licensee offered its services in the Building.

For clarification purposes, the "Cost Recovery Fee" is also referred to as the "Fee".

7. **ADDITIONNAL FEES**

The Licensee shall not be responsible for property taxes or operating expenses incurred by the Licensor in the Building. The Cost Recovery Fee is the sole fee payable by the Licensee.

8. **USE**

**Use of the Equipment Room.** The Licensee shall use the Equipment Room only for the purpose of the installation, operation, maintenance, supplementing, upgrading, repair and replacement of the

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Licensee's Equipment as required by the Licensee for the purpose of providing communications services to the Licensee's customers in the Building for which the Licensee has the necessary permits and licenses as are required by the CRTC and any other governmental body having jurisdiction. The Licensee is not permitted to serve other properties from the Building without the express written permission of the Licensor (which permission will not be unreasonably withheld).

**Offering Services to tenants.** To the extent that the Licensee is providing communications services to any tenant or occupant of the Building, the Licensee shall offer the same services to all tenants and occupants of the Building, subject to the Licensee's then current offering for provision of communications services to customers in the Building or such other terms and conditions as the Licensee may determine, acting reasonably, to be appropriate.

**Licensee's Covenants.**

- a) The Licensee shall, at its sole expense, maintain the Licensee's Equipment in proper operating and safe condition.
- b) The Licensee shall, at its sole expense, repair or replace, as necessary, any damage, except reasonable wear and tear, to the Building and/or to any property owned by the Licensor or any tenant, licensee or other occupant of the Licensor which is caused by the Licensee, or any of its agents, representatives, employees, contractors, subcontractors or invitees.
- c) The Licensee shall not interfere with the use and/or quiet enjoyment of the Building by the Licensor, other licensees of the Licensor, tenants or occupants of the Building. If any such interference occurs, the Licensee shall correct the interference within twenty-four (24) hours following receipt of written notice, unless such interference cannot reasonably be corrected within such twenty-four (24) hour period, in which event the period for correcting such interference shall be extended for the minimum period of time reasonably required to effect such correction, provided that the Licensee promptly commences such cure with reasonable diligence. Otherwise, the Licensor may take any reasonable action to correct or eliminate such interference, including termination of this Agreement without compensation.
- d) The Licensee's Equipment shall not disrupt, adversely affect or interfere with pre-existing equipment of any other providers of communication services in the Building, or with any Building services or equipment, or with any tenant's or occupant's use or operation of communication or computer services in the Building that are operating within industry standards. Should any such disruption, adverse effect or interference occur, the Licensee shall correct the disruption or interference within twenty-four (24) hours following receipt of written notice. If such disruption or interference cannot be corrected within such twenty-four (24) hour period, the Licensor reserves the right to require the Licensee to cease operation immediately until the problem is corrected. Thereafter, if such disruption or adverse effect or interference cannot reasonably be corrected within a twenty-four (24) hours period, the period for correcting such disruption or interference shall be extended for the minimum period of time reasonably required to effect such correction, provided that the Licensee promptly commences such cure with reasonable diligence.
- e) The Licensor shall ensure that others do not interference with the Licensee's operation of, or access to, the Licensee's Equipment. If any interference or disruption occurs to the Licensee, then after forty-eight (48) hour prior written notice, the Licensor will ensure that the interfering party shall turn down its operation promptly to an extent that there is no material interference with the Licensee, until the problem is corrected
- f) In addition to and without limiting any other rights or remedies available to the Licensor, the Licensor may, on giving at least ten (10) days' prior notice to the Licensee, take any action (including, without limitation, completing any work and/or removing any equipment) which it determines is reasonably required in order to remedy any material default by the Licensee. The Licensee shall reimburse the Licensor for all costs and expenses incurred in taking such action, including a fifteen percent (15%) administration fee.

**9. ACCESS AND ELECTRIC UTILITIES**

**Access.** The Licensee and its authorized representatives shall have access to the Equipment Room during the Business Hours for the purpose of installing, operating, maintaining, supplementing, upgrading, repairing and removing the Licensee's Equipment. The Licensee and its authorized representatives further shall have such access to the driveways, walkways, entrances, exits and hallways associated with the Building as may be required in order for the Licensee and its authorized representatives to access the Equipment Room. The Licensee agrees that any person it so authorizes shall be properly qualified and equipped to work within the areas to which access is granted and shall comply with all applicable Building rules and regulations as set forth in Schedule "B". All entry and access to the Equipment Room and the Building, including the Building Risers, by the Licensee and its authorized representatives shall be in accordance with the Licensor's Building rules and regulations. Except for access required to remedy service

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interruption or other emergency repairs of the Licensee's Equipment, the Licensee agrees to give reasonable advance notice to the Licensors prior to accessing the Building Risers.

**Electrical Power.** The Licensee shall have the right to connect the Licensee's Equipment to the electric power distributing system within the Building at the sole cost and expense of the Licensee. If required by the Licensors, acting reasonably, the Licensee, at its sole cost and expense, shall install a separate meter to determine the Licensee's electricity consumption. The Licensors shall notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's use. The Licensee agrees that the Licensors have no obligation or responsibility to provide emergency or backup power to the Licensee, unless the parties agree in writing that the Licensors will provide emergency or backup power to the Licensee on such terms and conditions as mutually agreed between the parties. Notwithstanding the foregoing, the Cost Recovery Fee shall include the electricity and heating costs consumed in and from the Licensed Premises by the Licensee.

**Nuisance.** The Licensee shall not use nor permit the Licensee's Equipment or any part of the Equipment Room to be used in such a manner as to annoy, disturb or cause nuisance to or impede in any way the operation of the Licensors or of the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.

**Compliance with Laws.** The Licensee, in installing, maintaining, operating, repairing, and replacing the Licensee's Equipment in the Equipment Room, the Entrance Link and the Building Risers shall comply at all times with all applicable laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities, including, without limitation, the rulings and decisions of the CRTC.

#### 10. INSTALLATION, MAINTENANCE AND REPAIRS

**Conditions of Installation.** The Licensee shall not during the installation of any equipment or otherwise, block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, driveways or sidewalks around the Building or any passageways within the Building.

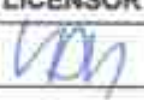
**Repairs and Maintenance.** The Licensee, at its own cost and expense, shall keep the Equipment Room and the Licensee's Equipment in a safe and properly maintained condition.

**Completion of Installation.** Notwithstanding anything in this Agreement to the contrary, if the installation of the Licensee's Equipment or any other work proposed by the Licensee may affect the structure or any of the mechanical, electrical, heating/ventilation/air-conditioning (HVAC) or other basic systems of the Building or the capacities thereof, and if such installation or other work is approved by the Licensors, the Licensors, acting reasonably, may require that such work be designed by consultants designated by it (and the actual, reasonable costs paid by the Licensee), and that it be performed by the Licensors or its contractors, provided that a written estimate of such work be provided to the Licensee for its prior written approval, such approval not to be unreasonably withheld or delayed. If the Licensors or its contractors perform such work, it shall be at the Licensee's expense in an amount equal to the Licensors' actual, reasonable total cost of such work or the contract price therefor plus, in either case, 15% as an administration fee payable within thirty (30) days of receipt of invoice following completion.

#### 11. RIGHT OF TERMINATION

**Termination by the Licensee.** The Licensee shall have the right to terminate this Agreement, without compensation, upon thirty (30) days' written notice to the Licensors in the event of the occurrence of any of the following:

- a) the Licensee is unable to secure or maintain, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of the Licensee's management or of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's equipment, provided that the Licensee shall pursue all required consents, approvals, permits and authorizations with diligence and without delay;
- b) the Licensee no longer provides services to an occupant of the Building.
- c) the Licensors defaults in the observance or performance of any of the Licensors' material obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Licensors, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensors promptly commences such cure with

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reasonable diligence.

**Termination by the Licensor.** Upon the occurrence of any of the following events, in addition to any other rights and remedies available to the Licensor under this Agreement, at law or in equity, the Licensor shall have the right to terminate this Agreement by giving not less than thirty (30) days' written notice to the Licensee:

- a) the Licensee defaults in the payment of the Cost Recovery Fee, and such default continues for more than ten (10) days after receipt of written notice of such default by the Licensor to the Licensee;
- b) the Licensee defaults in the observance or performance of any of the Licensee's material obligations under this Agreement and such default continues for more than fifteen (15) days after receipt of written notice of such default by the Licensor to the Licensee, unless such default cannot reasonably be cured within such fifteen (15) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence; or
- c) the Licensee makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensee is conclusive evidence of insolvency.
- d) the Licensor desires at any time to demolish or substantially renovate the Building, thereby making unsuitable for occupancy, the Licensee shall, on receiving three (3) months' written notice from the Licensor, surrender this Agreement for all of the remainder of the Term and any renewal thereof, and will yield up to the Licensor all rights accruing to the Licensee under this Agreement, subject to the Licensor reimbursing the Licensee for the Cost Recovery Fee, on a pro rata basis, for the unused portion of the Term or any renewal thereof.

The Licensee shall, prior to the end of the Term and within thirty (30) days of any early termination of this Agreement, remove the Licensee's Equipment and the Licensee's property from the Building and repair the Licensed Premises by repairing any damage resulting from the installation, operation or removal of the Licensee's Equipment, except reasonable wear and tear. Any property not so removed may, unless mutually agreed otherwise, at the Licensor's sole option: (a) be removed and stored by the Licensor at the Licensee's expense; or (b) become the property of the Licensor without compensation to the Licensee. Any Building damage not repaired by the Licensee within seven (7) days of the later of the Licensee's removal of the Licensee's Equipment or the termination of this Agreement may be repaired by the Licensor, and the Licensee shall remain responsible to the Licensor for the actual, reasonable costs of such repair.

## 12. CLEANING AND REPAIRS

The Licensee undertakes, at its own expense, to maintain the Licensed Premises in a clean and safe condition at all times during the Term.


## 13. CONDITION OF THE PREMISES

The Licensee confirms that he has examined the Licensed Premises and accepts the Licensed Premises in the condition and in the state "as is" as of the Commencement Date, without representation or warranty, express or implied, oral or written, in fact or in law, by the Licensor and without recourse against the Licensor as to their nature, condition or possibility of use or as to the use or uses that may be made of all or any part of the Licensed Premises.

## 14. RELOCATION

The Licensor may, at any time, in its sole and reasonable discretion, require the Licensee, to relocate, at the Licensee's sole expense, within the Building, any or all of the Licensee's Equipment and POP Room. Upon receipt of not less sixty (60) days advance written notice from the Licensor, (the "**Relocation Notice**") the Licensee shall relocate the Licensee's Equipment or the POP Room. The Licensor shall permit the Licensee to effect any relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location.

In any case whatsoever, the Licensor will not be required to pay any part of the relocation costs (the "**Relocation Costs**"), such costs being assumed by the Licensee or third party that is

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requesting the relocation. However, Licensor shall not unreasonably request a relocation of the Licensee's Equipment and POP Room and shall provide proofs that the relocation is necessary.

If the Licensor, other service providers, or its contractors damage the Licensee's equipment during this relocation of the Licensee's Equipment, which requires the Licensee to repair damage to or replace components of its equipment caused by the acts of other service providers or their contractors, the Licensor will pay, or require the other service provider to forthwith pay, the licensee for all reasonable costs so incurred.

#### 15. DEFAULT

In addition to any other rights and remedies available to the Licensor under this Agreement, at law or in equity, if the Licensee fails to rectify any default stipulated in this Agreement within the allocated time period, the Licensor may itself rectify the default and the Licensee shall pay to the Licensor immediately upon a demand, together with evidentiary documentation regarding same, for payment thereof, all of the reasonable costs and expenses incurred by the Licensor to rectify such default together with an administrative fee equal to fifteen percent (15%) of the costs and expenses incurred by the Licensor in connection therewith. Notwithstanding the foregoing, in the event of an emergency, the Licensor may perform any of the obligations of the Licensee under this Agreement and the Licensee shall pay to the Licensor immediately upon a demand, together with evidentiary documentation regarding same, for payment thereof, all of the reasonable costs and expenses incurred by the Licensor to perform such obligation together with an administrative fee equal to fifteen percent (15%) of the costs and expenses incurred by the Licensor in connection therewith.

#### 16. INTERESTS

Any arrears of the Fee or any amount due under the License Agreement and not paid by the Licensee on the due date will bear interest at the preferential rate as determined daily by the Royal Bank of Canada plus four percent (4%), from the date on which the arrears or sums become due, until the date of full payment to the Licensor.

#### 17. SURRENDER AT EXPIRATION OF THE TERM



As long as the Licensee is not in default, the Licensee must, at its sole expense, at the expiry of the Term, repair any and all damages and surrender the Licensed Premises to the Licensor, vacant and in a good condition, normal wear and tear excepted.

#### 18. INDEMNIFICATION

Unless caused by, or contributed to by, a third party, the Licensor or those for whom the Licensor is, at law, responsible, or if it is a defect or non-fulfilment by the Licensor of any stipulation incumbent upon it hereunder, the Licensor shall not be responsible for any manner whatsoever for any bodily injury of any kind whatsoever, suffered or experienced by the Licensee, or those for whom the Licensee is, at law, responsible or by any other person who may be in the Licensed Premises or for any material loss or damage to any property, belonging to the Licensee or to any other person while such property is in the Licensed Premises, and more particularly (but without limiting the generality of the foregoing), the Licensor shall not be liable for any damage of any kind whatsoever, to any such property resulting from the lack, due to a breakdown or other cause, to provide adequate drainage, or because of the interruption of any public service, or if the steam of water, rain or snow is leaking, comes or flows from any part of the Building or pipes for water, steam, sprinkles, or drainage of the Building or any other place or source, or for any damage caused by any act or omission of any licensee. However, once advised, the Licensor will act diligently to remedy any such condition, breakdown or interruption of service that would not be attributable to the Licensee, where he has the opportunity and obligation. The Licensee shall not be entitled to any reduction in the Cost Recovery Fee in respect of any such condition, breakdown or interruption of service, provided that the condition, breakdown or interruption is rectified by the Licensor within a reasonable delay from its occurrence.

The Licensee shall indemnify and hold the Licensor harmless against any fine, liability, damage, claim, request or proceeding of any kind or nature for which the Licensor may or may be liable because of the following:

- a) Any default or non-fulfilment by the Licensee of any stipulation contained herein; and (or)
- b) Any bodily injury (including death resulting therefrom) or material damage caused to any person, including the parties hereto, as a result of any such defect or non-performance or any wrongdoing or wrongdoing from the Licensee; and (or)

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- c) Any damage to the Building resulting from the use and occupation of the Licensed Premises by the Licensee; and (or)
- d) Any bodily harm to any person, including the resulting death or illness, whether the cause is viral, bacterial or from any other substance introduced into the Licensed Premises and handled by the Licensee and/or located on or near the Building; and (or)
- e) Any bodily or material damage or any cost related to any harm to the environment and arising from the occupancy of the Licensed Premises.

Such indemnification by the Licensee for any of the aforementioned cases shall remain at the end of the Term for a period of at least 2 years, notwithstanding any stipulation to the contrary contained therein.

Notwithstanding anything to the contrary in this Agreement and except in cases of gross negligence or wilful misconduct, the Licensor shall not be liable in respect of any indirect, special, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

#### 19. DAMAGE AND DESTRUCTION

In the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Licensor under this Agreement, the Licensor, at its sole option and expense, may attempt to repair such damage within one hundred eighty (180) days. In the event the Licensor elects not to repair the damage within one hundred eighty (180) days, the Licensor and the Licensee shall have the right to terminate this Agreement upon providing thirty (30) days' prior written notice to the other party, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of Section 11 of this Agreement. The Licensee's obligation to pay the Cost Recovery Fee shall cease on the date that the Licensee removes all of the Licensee's Equipment in accordance with the requirements of the last paragraph of Section 11.

#### 20. ASSIGNMENT AND SUBLET

This Agreement is personal to the Licensee. The Licensee waives its rights to transfer and/or assign, in whole or in part, its rights to the Licensed Premises.

If the Licensor intends to sell or transfer the Building, it shall to use reasonable commercial efforts to obtain a written assignment and assumption agreement from any future purchaser or transferee to abide the terms of this Agreement as if it was the original Licensor hereunder.



#### 21. RULES AND REGULATIONS

In addition to the Building's rules and regulations set forth in Schedule "B" of this Agreement, the Licensor reserves the right to institute any applicable and reasonable rules, regulations, orders, directives and/or other requirements, currently in force or in the future, where it deems necessary from time to time and the Licensee undertakes to comply with and follow such reasonable rules and regulations and acknowledges that failure to comply with these rules will be deemed to be a default under the provisions of this Agreement, provided that the Licensor provides at least 30 days prior written notice to the Licensee of such rules and regulations.

#### 22. INSURANCE

The Licensee shall, at its own expense, throughout the Term, maintain in force sufficient and necessary insurance policies, subject to Licensor's approval, for the Licensed Premises, the terms and conditions of which shall be acceptable to the Licensor, namely:

- (a) An "all risks" insurance policy with extended coverage against fire, water damage without regard to the cause, equipment breakage, operating losses and other claims generally covered by a policy of this kind, covering at all the full replacement value, without deduction for the impairment (to which the "new value" endorsement is to be included), the Licensee's property in the Licensed Premises, leasehold improvements and others made in the Licensed Premises by the Licensee and all other property for which the Licensee is legally liable or who have been installed by him or on his behalf in the Building;
- (b) A general liability insurance policy covering personal injury, including death, property damage, damage to the property of another person, any liability assumed by the Licensee hereunder and

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the liability arising from the full activities of the Licensee and any other person in the Licensed Premises, the execution of works by the Licensee or by any other person, including those whose the Licensee is legally liable, in any part of the Building. This policy shall be contracted for an inclusive limit of at least five million dollars (\$5,000,000.00) for each event resulting in bodily injury, death or damage to the Building.

- (c) Any other insurance that the Licensor may reasonably require from time to time.

All insurance policies mentioned above must be contracted with insurance companies recognized and approved by the Licensor, appoint the Licensor and any other person, company or company designated by it, including any mortgagee, as an additional insured person, according to their respective interests, and shall contain: (i) a waiver of any subrogation rights that the Licensee's insurer may have against the Licensor and against the persons whose the Licensor is legally responsible; (ii) the standard mortgage provisions that may be required by the Licensor's mortgagees; (iii) a severability clause of insurance interests and a reciprocal insurance clause; (iv) a clause to the effect that the insurer will not cancel or modify the policies without giving the Licensor a written notice of thirty (30) days sent by registered mail to the Licensor's address.

The Licensee shall provide the Licensor, at least five (5) days prior to the Commencement Date, with the Licensor's request for this purpose, the certificates certifying the issuance of all insurance policies required under these and the continuation of all these policies immediately after any written request by the Licensor for this purpose or when issuing any new insurance policies or modifying them.

The Licensor, throughout the Term, will maintain in force insurance on the Building and the Fees that come from it as well as general liability insurance, all for the amounts and subject to the deductions and exceptions that the Licensor may determine. These assurances shall, inter alia, cover and protect against losses caused by fire and other risks that the Licensor and mortgagees may occasionally deem appropriate to cover.

## 23. IMPROVEMENTS AND ALTERATIONS

The Licensee undertakes not to make any improvement, addition, alteration or change in the Licensed Premises without the prior written consent of the Licensor. Notwithstanding anything contained to the contrary in this Agreement, the Licensor's written approval will not be required for: (i) minor repairs and maintenance of Licensee's Equipment following the installation thereof; (ii) day-to-day connections and disconnections of telecommunications services from customers, tenants and occupants of the Building; (iii) the installation of cable between a point of connection in the riser room or riser and the customer's premises; or (iv) installations or alterations of cable for any particular customer, tenant or occupant of the Building within its premises (sometimes referred to as "adds, drops or changes"). However, the Licensee shall inform the Licensor's property manager at least twenty (24) hours prior to any such improvements or alterations in the Licensed Premises.

## 24. DISTURBANCE

The Licensee shall not hold the Licensor liable in any way for any damage or disturbance that the Licensee may suffer by the fault of any pre-existing licensee who occupies adjacent, adjoining or above the Licensed Premises and, notwithstanding all provisions hereof, the Licensee shall not use the Licensed Premises for any purpose which may cause noise, disturbance or odours and which may interfere with other Licensees and neighbours.

## 25. NOTICES

Any notice pursuant to this Agreement shall be sufficiently given if in writing during regular business hours and personally served or sent by registered mail and addressed or sent as specified below:

- (a) To the Licensor:

630 Saint-Paul W  
Suite 600  
Montreal, Quebec  
H3C 1L9

With a copy to: [leaserequest@groupemach.com](mailto:leaserequest@groupemach.com)

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(b) To the Licensee:

510 George Street  
Vancouver, British Columbia  
V6B 0M3  
Attention: Richard Johnson, Manager, Building Access

**26. HEADINGS**

The headings included in the Agreement have been inserted only for convenience and reference only and do not form part of the Agreement.

**27. INTERPRETATION**

The License Agreement shall be construed and applied in accordance with the laws of the Province of Quebec. If any of the conditions or provisions of the Agreement is unlawful or non-enforceable, it shall be deemed to be separate from and not part of the Agreement and the other provisions and conditions will remain in force and bind the parties hereto as if the unlawful and non-enforceable provisions had never been part of the Agreement.

**28. SCHEDULES**

The attached Schedule "A" and "B" forms an integral part of the Agreement.

**29. ENTIRE AGREEMENT**

The Licensee acknowledges that the License represents the entire agreement between the parties and that there is no promise, representation, agreement, condition of any kind whatsoever (written or oral, explicit or implicit) other than what is stipulated herein. No amendment, addition or modification made herein will bind the Licensor unless it is made in writing.

**30. APPLICABLE LAWS**

The Agreement shall be interpreted and governed by the laws in force in the Province of Quebec. In addition, the parties hereby elect domicile in the competent court of the judicial district of Montreal for all legal proceedings that may be instituted in respect of the application of the Agreement, notwithstanding the fact that a party may have signed the Agreement outside the judicial district of Montreal. Specifically, this Agreement is under the jurisdiction of, and the Licensor and Licensee are required to abide by, the Canadian Radio-television and Telecommunications Commission (the "CRTC") and its guidelines, rulings, and decisions.

**31. LANGUAGE**

The parties specifically declare that they have requested that the Agreement and related schedules be drawn up in the English language. *Les parties déclarent qu'elles ont demandé que le présent contrat et les annexes soient rédigés en anglais.*



**32. AUTHORITY**

The Licensor represents and warrants that it is the sole legal and beneficial owner of the Building and has full authority to execute this Agreement.

**33. EXECUTION**

The present agreement may be executed in any number of counterparts and all such counterparts shall for all purposes constitute one agreement, binding on the parties hereto, provided each party hereto has executed at least one counterpart, and each shall be deemed to be an original, notwithstanding that all parties are not signatory to the same counterpart. The execution and delivery by such electronic means or digital signatures shall have the same legal effect as though this Agreement contained original wet ink signatures.

[Signatures on the following page.]

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IN WITNESS WHEREOF, the Licensee declares that he has read the License Agreement and has obtained from the Licensor representatives all the explanations relevant to his understanding. The Licensee has signed the present at Toronto, this 6<sup>th</sup> day of October 2025.

**Telus Communications INC.**  
(Licensee)

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

I have authority to bind the corporation

IN WITNESS WHEREOF, the Licensor has signed the present at , this 6<sup>th</sup> day of Oct 2025.

**Édifice Robert Bourassa INC.**  
(Licensor)  
By:   
Name: Vince Di Domenico  
Title: COO

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**SCHEDULE "A"**  
**SITE PLAN OF THE LICENSED PREMISES**

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**SCHEDULE "B"**  
**BUILDING RULES AND REGULATIONS**

**Introduction**

1. The Licensee agrees to observe all the following regulations and any additional regulations as the Licensors may from time to time prescribe with respect to the proper management of the Building.
  - 1.1 These regulations shall not be incompatible with the terms of the License Agreement.
  - 1.2 Any amendment shall be communicated in writing to the Licensee.

**2. Traffic**

- 2.1 Access to the Building or the Land may be controlled at all times by security personnel in his/her function, who may from time to time verify the identity of all visitors and refuse access to the Building or the Land for reasonable motif.
- 2.2 Prohibition to Impede Traffic - The Licensee shall not leave or allow any objects to be left that might impede the movement of traffic in the Common Areas and Facilities.
- 2.3 Loading and Unloading - The loading and unloading of merchandise and of furniture shall be made at the risk of the Licensee and pursuant to instructions from the Licensors.

**3. Common Areas**

- 3.1 The use of the Common Areas and Facilities shall be under the exclusive control of the Licensors.

**4. Emergencies and Security**

- 4.1 Any emergency situation shall be brought to the attention of the Licensors security officer.
- 4.2 Only the stairways and emergency exits shall be used in cases of emergency.
- 4.3 Close coordination and cooperation shall be maintained between the Licensee and Licensors security services, for the protection of the Building.
- 4.4 Elevator and freight elevator service in the Building may be interrupted for reasons of maintenance or emergency.
- 4.5 Smoking in the elevators and freight elevators and Common Areas and Facilities of the Building is prohibited.

**5. Vehicles and Animals**

- 5.1 It is prohibited to bring into the Building any animal, bicycles or vehicle except for:
  - 5.1.1 animals or vehicles serving as guides for the blind or otherwise handicapped persons; and
  - 5.1.2 vehicles which may be authorised in the parking areas, by agreement with the operator of the parking lot and pursuant to instructions from the Licensors.

**6. Machinery, Equipment and Safe**

- 6.1 Lifts, carts and other similar equipment to deliver or receive merchandise or material shall be equipped with rubber wheels, side rails and all other security equipment that the Licensors may require.

**7. Illegal activities by the Licensee and Peddling**

- 7.1 The Licensee shall not cause a nuisance Tenants of the Building and shall respect the good order and the security of the Building.
- 7.2 Any peddling and soliciting in the Building are strictly prohibited and the Licensee agrees to cooperate with the Landlord in order to prevent such activities.

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8. Signs

8.1 Signs and marketing material are strictly prohibited.

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<i>[Signature]</i>	<i>[Signature]</i>