

INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LEASE AGREEMENT made as of the 6th day of July between 4200705 CANADA INC. as the Landlord and BELL CANADA as the Tenant. The information is as follows

Building: The property municipally known as 625 Président Kennedy in the City of Montreal, and the Province of Quebec

Floor Area of Leased Premises: approximately 60 sqft.

Commencement Date: April 1, 2015

Term: The period starting on April 1, 2015 and ending on March 31, 2020

Renewal Term (s): 5 years.

Gross Rent: Sums to be paid annually as follows:

\$ 1500.00 per year.

TELECOMMUNICATIONS LEASE AGREEMENT

This Lease Agreement made as of this 6th day of July, 2015

BETWEEN

4200705 CANADA INC.

(hereinafter the "Landlord ")

- and -

BELL CANADA

(hereinafter the "Tenant ")

1. DEFINITIONS

In this Agreement the capitalized terms appearing herein shall mean the following:

"**Affiliate**": a company that is affiliated with another within the meaning of the *Canada Business Corporations Act*.

"**Agreement**": this agreement, its Exhibits and Schedules.

"**Building**": the building situated on the Lands; municipally described on the Information Page.

"**Building Systems**": the heating, ventilating and air conditioning system as well as the plumbing, fire sprinklers systems and other systems serving the Building.

"**Business Day**": a day that is not Saturday, Sunday, or a statutory holiday.

"**Business Hours** ": means the hours from 8:00 a.m. to 6:00 p.m. Monday through Friday, inclusively, of each week, excluding days which are statutory holidays in Quebec or Canada;

"**Cable**": fibre optic, coaxial, copper cables and wires.

"**Commencement Date**": the date stated as the Commencement Date on the Information Page.

"**Communications Equipment**": cabinets, racks, electronic equipment and other equipment installed, or to be installed by the Tenant in the Leased Premises, all as described in Schedule "B" and such other equipment as may be installed by the Tenant during the Term and Renewal Term.

"**Communications Spaces**": telecommunications pathways and cable pathways designated by the Landlord in Schedule "D" for use by the Tenant to provide Services to tenants and occupants of the Building and such other pathways used by the Tenant during the Term and Renewal Term.

"**Connecting Equipment**": the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware as described in Schedule "C" installed, or to be installed by the Tenant, through the Entrance Link, and the Communication Spaces, and such other connecting equipment as may be installed by the Tenant in the Building during the Term and Renewal Term that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

"**Consumer Price Index**": (All Items for Regional Cities, base year 1992=100) for the city in which the Building is located, or if there is no Consumer Price Index for that city, for the city in Canada nearest the Building for which there is a Consumer Price Index published by Statistics Canada (or by a successor or other governmental agency, including a provincial agency). If the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by the Landlord, acting reasonably, will be used. If a substitution is required, the Landlord will make the necessary conversions. If the base year is changed by Statistics Canada or the applicable governmental agency, the necessary conversions will be made.

"**CRTC**": the Canadian Radio-Television and Telecommunications Commission.

"**Entrance Cable**": the Cable installed or to be installed by the Tenant that connects the Tenant's telecommunications network from the property line of the Lands to the Communications Equipment and to the Main Distribution Frame and includes the tie Cables between the Communications Equipment and the Main Distribution Frame.

"**Entrance Link**": the coresleeve, or other penetration designated by the Landlord through the Building's foundation walls or elsewhere as indicated in Schedule "D" containing the Entrance Cable.

"**Environmental Laws**": means any law or instrument having force of law and any policy or guideline issued by any governmental authority responsible for the protection of or control of the environment and occupational, health and safety of employees and being applicable in the Province in which the Building is situated.

"**Equipment Room**": the area containing the Main Distribution Frame for the Building.

"Event of Default": defined in Section 16.

"Gross Rent": the annual sums stated as the Gross Rent on the Information Page.

"Hazardous Substance": any substance that is controlled by, regulated, or restricted under the Environmental Laws, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenals, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

"In-Building Wire": as defined by the CRTC, constitutes copper wires, fiber optics, co-axial cables, Cable and other facilities which originate in the Equipment Room and run to the telephone closet on each floor and thereafter to but not within the premises of the tenant's or occupants in the Building.

"Information Page": the sheet attached to this Agreement as "Page IP".

"Inside Wire": wires and other facilities which are usually in, or in proximity of, premises of the tenants or occupants of the Building, and which are under those persons' or entities' responsibility and control.

"Lands": the lands occupied by the Building.

"Leased Premises": the space in the Equipment Room occupied by the Tenant Equipment as identified on the plan attached as Schedule "A".

"Main Distribution Frame": the main distribution frame, other segregated enclosed location or other physical location for the cross connection of a TSP's Entrance Cable to the In-Building Wire located in the Building.

"Owner(s)": the owner or owners from time to time of the title to the Lands, the Building or either of them.

"Renewal Term": the renewal term(s) noted on the Information Page.

"Services": the telecommunications or other communications services to be provided by the Tenant to tenants or occupants in the Building.

"Tenant's Equipment": the Communications Equipment and the Connecting Equipment.

"Term": the period of time stated as the Term on the Information Page.

"Transfer": means the assignment, sublease or encumbrance of the present Agreement, in whole or in part, or the sharing of the Leased Premises with a third party.

"TSP": a telecommunications or other communications service provider.

2. LEASE

- (a) the Landlord leases to the Tenant, for the Term, the Leased Premises, for the following purposes, namely to occupy the Leased Premises:
 - (i) to install, operate, maintain, repair, improve, replace, and remove, at the Tenant 's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
 - (ii) to use the Equipment Room, Entrance Link, Main Distribution Frame, and Communications Spaces;
 - (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and
 - (iv) to connect the Tenant 's Equipment to the In-Building Wire and Inside Wire.
- (b) The Tenant shall be provided access to the Lands and Buildings for the above purposes during Business Hours.

3. IDENTIFICATION

The Tenant agrees to identify the equipment, wires, Cables, cabinets, racks, and other items previously installed by the Tenant in the Building (such items being referred to collectively as "**Existing Equipment**") in accordance with the Tenant 's labeling and identification methods and policies.

4. GROSS RENT

- (a) The Tenant agrees to pay the Gross Rent to the Landlord annually in advance without any set-off, deduction or abatement whatsoever. For greater certainty, such Gross Rent includes all operating costs and real estate taxes.
- (b) The Tenant and the Landlord acknowledge that the Gross Rent shall be a gross rental.
- (c) Value added taxes and similar sale taxes such as "HST", "QST" or "GST" are payable by the Tenant on all Gross Rent.

5. TERM - OPTION TO RENEW

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page, unless terminated earlier in accordance with the provisions of this Agreement.
- (b) This Agreement will automatically be renewed for the Renewal Term(s) unless the Tenant gives the Landlord at least thirty (30) days written notice prior to the end of the Term or a Renewal Term of the Tenant's intention not to renew. Each Renewal Term will be governed by the same terms and conditions set out herein except for the Gross Rent, which will increase at the start of each Renewal Term by a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date or the start of the previous Renewal Term (if any) as the case may be, to the start of the applicable Renewal Term.

6. USE

The Tenant shall use the Building, Communications Spaces, Leased Premises and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in the Building subject to Section 17.

7. TENANT 'S EQUIPMENT TO REMAIN PERSONAL PROPERTY

Except as otherwise provided in this Agreement, the Tenant's Equipment, Entrance Cable and In-Building Wire shall remain personal property of the Tenant although it may be affixed or attached to the Building, and shall, during the Term of this Agreement, or any Renewal Term, and upon the expiration of this Agreement belong to and be removable by the Tenant at its option, in accordance with the terms and conditions of Section 15.

8. ELECTRIC UTILITIES

- (a) Electricity consumption is included in the Gross Rent.

9. COVENANTS

- (a) The Tenant covenants as follows:
 - (i) The Tenant shall, at its sole cost and expense, maintain and repair the Leased Premises (excluding capital repairs, structural repairs or Building Systems repairs and maintenance) and the Tenant's Equipment in proper operating condition and maintain them in satisfactory condition as to safety.
 - (ii) The Tenant shall, at its sole cost and expense, repair any damage to the Building, Communications Spaces and any other property owned by the Landlord or by any lessee or Tenant of the Landlord or by any other occupant of the Building where such damage is caused by the Tenant or any of its agents, representatives, employees, contractors, subcontractors, or invitees.
- (b) The Landlord covenants:
 - (i) To operate, repair and maintain the Building and Building Systems and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards;
 - (ii) Subject to the Tenant reimbursing the Landlord for the Landlord's reasonable costs in doing so, to cooperate with the Tenant to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Tenant's construction, installation and operations provided for in this Agreement, in or in respect of the Building; and
 - (iii) If the operation of the Tenant's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in

respect of the Building, the Landlord shall, to the extent that it is commercially reasonable, upon being provided by the Tenant with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Tenant in obtaining prompt removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

10. INSURANCE

- (a) The Tenant shall maintain in force, at its expense, during the Term of this Agreement and any Renewal Term, a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Landlord, acting reasonably, insuring the Tenant. The Landlord, the Owner(s), Landlord's property manager, or any lender that holds security on the Building that the Landlord may reasonably designate by written notice, shall be included as additional insured, only in respect to liability arising from the operations of the Tenant in the Building, with a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Building and tangible property of the Landlord in the Building, or bodily injury or death of the Landlord's employees, or bodily injury or death or physical damage to tangible property suffered by any of the customers of the Tenant and their employees in the Building. The Tenant's liability insurance shall include owners' and contractors' protective liability, non-owned automobile liability, contingent employer's liability insurance, cross liability and severability of interests clauses, and be written on an occurrence basis. Excess or umbrella insurance may be used to achieve the required insured limits.
- (b) The Tenant will also maintain (i) an automobile liability insurance policy with an insured limit of two million dollars (\$2,000,000) per accident, and (ii) all risk property insurance on the Tenant's Equipment with a sufficient insured limit to cover its replacement cost and with a waiver of subrogation against the Landlord from the property insurers or, alternatively, the Tenant may self-insure for the full replacement cost of the Tenant's Equipment.
- (c) During the Term and any Renewal Term, the Landlord will maintain all risk property insurance on the Building as well as such types of insurance coverage on the Building and Lands, including general liability insurance, in such amounts and with such deductibles as a prudent owner of property similar to the Building and Lands would have taken in similar circumstances.

11. CONSEQUENTIAL DAMAGES

Neither the Landlord nor the Tenant will be liable to the other (regardless of any other provision of this Agreement), 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.

12. LIMITATION OF LIABILITY

The obligations of the Landlord under this Agreement shall no longer be binding upon the Landlord if the Landlord or Owner(s) sells, assigns or otherwise transfers its interest in the Building as owner or lessor (or upon any subsequent Landlord or owner after the sale, assignment or transfer by such subsequent Landlord) provided that any such subsequent Landlord, assignee or other transferee agrees in writing to assume all the obligations of the Landlord under the Agreement. For greater certainty, if there is such a sale, assignment or transfer, the Landlord's obligations shall be binding upon the grantee, assignee or other transferee of the interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed those obligations. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. For greater clarity, nothing in this Section releases the Landlord from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

13. ASSIGNMENT, SUBLEASING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE TENANT

- (a) The Tenant shall not proceed to a Transfer without obtaining the prior written consent of the Landlord which consent may not be unreasonably withheld, delayed or conditioned. Despite what is stated above, the Tenant may Transfer in whole or in part its rights under this Agreement, without obtaining the prior written consent of the Landlord to a corporation or other person (i) with which the Tenant is merged or consolidated; (ii) who is an Affiliate to the Tenant; (iii) who is an associate of the Tenant; (iv) to which substantially all of Tenant's assets are transferred; (v) that controls or is controlled by Tenant in which case the assignment is authorized without any formalities save and except for the obligation of the Tenant to give a notice of such assignment to the Landlord.
- (b) Despite what is stated above, the Tenant will be permitted to Transfer its rights under this Agreement to a bona fide lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking. However, this permission does not imply or allow the inference that the Landlord waives, or is willing to forbear from the exercise of its remedies under this Agreement, should an Event of Default occur, nor that any lender will have any greater rights than

the Tenant in respect of this Agreement, including but not limited to the restrictions set out in this Section 13.

14. HAZARDOUS MATERIALS

- (a) The Landlord represents and warrants to the of Tenant that to the best of the Landlord 's knowledge ,as of the Commencement Date, the Lands and the Building (including the Equipment Room and the Leased Premises) are free of any Hazardous Substance.
- (b) The Landlord covenants and agrees to indemnify and save harmless the Tenant from and against all claim, loss, cost, damage, or expense that the Tenant may incur at any time after the Commencement Date, directly or indirectly, as a result of any non-compliance of the Lands and the Building with Environmental Laws or as a result of the environmental condition of the Lands and the Building.
- (c) The Tenant shall not install, bring upon, or use any Hazardous Substance into or on the Building except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Tenant 's business in the Building, and provided that any such use is in compliance with all Environmental Laws.

15. RESTORATION OBLIGATIONS

At the expiration or earlier termination of this Agreement the Tenant may choose, at the Tenant's sole cost and expense, to remove the Entrance Cable, and all other items of the Tenant's Equipment except any part of it that by agreement between the Tenant and the Landlord has been acquired by the Landlord and the Tenant shall remove all of the Tenant 's personal property from the Building. This option to remove the Entrance Cable and all other items of the Tenant's Equipment shall be subject to any CRTC-mandated obligations upon the Tenant to provide services to other TSP's.

16. EVENTS OF DEFAULT - TERMINATION REMEDIES

- (a) Each of the following events shall be deemed to be an "Event of Default" by the Tenant under this Agreement:
 - (i) the Tenant defaulting in the payment of any Gross Rent, amount, or portion thereof, or other sum of money due to the Landlord and such default continues for more than thirty (30) Business Days, after the Tenant 's receipt of written notification of such default by the Landlord ;
 - (ii) there is interference with the telecommunications or computer equipment of the Landlord, any tenant, or any other occupant of the Building or any other telecommunications or computer devices provided in the Building by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Tenant's Equipment, which interference is not cured within forty-eight (48) hours (or such other longer delay as reasonably necessary given the nature of the interference) of the Tenant 's receipt of written notice by the Landlord of such interference;
 - (iii) the revocation of the Tenant's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Tenant 's providing of such services;
 - (iv) the Tenant's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Tenant; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Tenant for the appointment of a trustee, receiver or liquidator of the Tenant or of any of the Tenant's property or a proceeding by any governmental authority for the dissolution or liquidation of the Tenant;
 - (v) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Tenant under any ban or debt obligation; and
 - (vi) if the Tenant shall default in the observance or performance of any of the Tenant 's other obligations under this Agreement and such default shall continue for more than fifteen (15) Business Days (or, if by reason of the nature thereof, such default cannot be cured within such fifteen (15) day period, if the Tenant shall fail to proceed promptly to cure the same) after written notification of such default by the Landlord to the Tenant specifying with reasonable particularity the nature of such default.
- (b) Upon or after the occurrence of an Event of Default the Landlord may elect to terminate this Agreement without limiting its other remedies.

- (c) If the Landlord shall default in the observance or performance of any of the Landlord's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Tenant to the Landlord, the Tenant may terminate this Agreement without limiting its other remedies.

17. SPECIFIC TERMINATION RIGHTS

In addition to the other termination rights provided to it in this Agreement, either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the other party:

- (a) where the Building has been destroyed, or damaged to such an extent that it is not feasible to repair it within a period of one hundred and eighty (180) days after the damage;
- (b) where the Leased Premises or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;
- (c) where the Building, the Leased Premises or the Communications Spaces become damaged to such an extent that, in the Tenant's opinion, it is not feasible for the Tenant to continue providing Services in the Building;
- (d) where the Building is expropriated by a lawful authority;
- (e) the Tenant is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the provisioning of Tenant Services or any other matters required by the Tenant to provide Tenant Services; or
- (f) If the action of the governmental agency requires modification of Tenant's Services or the terms in which they are provided which is inconsistent with the terms of this Agreement or impairs Tenant ability to provide Tenant Services in an economical and technically practical fashion

For greater certainty and notwithstanding any provision to the contrary, the Landlord acknowledges that the Tenant will incur substantial costs to proceed to the installation of Tenant's Equipment in the Building and to conduct its operations in accordance with the present Agreement. Consequently, the present Agreement will remain in full force and effect between the parties hereto during the Term or any Renewal Term even if during the Term or any Renewal Term no Services are required by tenants or occupants in the Building from the Tenant provided however that Tenant may not use Tenant's Equipment to service buildings other than the Building without Landlord's consent.

18. NATURE OF AGREEMENT

The relationship between the Landlord and the Tenant shall be deemed to be a "landlord-tenant" relationship and, save and except if provided herein otherwise, the supplementary provisions of Chapter IV of the *Civil Code of Québec* entitled "Lease" shall apply herein.

19. SEVERAL OBLIGATIONS - NON-RECOURSE

The liability of each of the Owner(s) and each of the Landlord(s) where there are more than one is solidary.

20. REGISTRATION

The Tenant shall have the right to register the present Agreement on title to the Lands and the Building, in accordance with the applicable provisions of the *Civil Code of Québec*. The Registration is to be done by notice and must be approved by the Landlord before registration.

21. NOTICES

Any demand, notice or other communication to be made by given in connection with this Agreement shall be in writing, including fax, and shall be deemed received by the recipient on the date of delivery, provided that delivery is made before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated below:

Landlord

4200705 CANADA INC
c/o Le Groupe Alfid
500 Place D'armes
Bureau 2300, Montréal,
Québec, H2Y 2W2

Tenant

SNC-LAVALIN O&M SOLUTIONS INC.
87 Ontario Street West Suite 600
Montreal QC H2X 0A7

Fax: (514) 840-8404

Attention: Senior Manager - Realty Transactions

With a copy to:

BELL CANADA
Real Estate Services
87 Ontario Street West – Suite 600
Montreal QC H2X 1Y8

Fax: (514) 391-7990

Attention: Senior Specialist - Asset Management

22. GOVERNING LAW

This Agreement will be governed by the laws of the province in which the Building is situated.

23. LANGUAGE

The parties declare that they have requested, and do hereby confirm their request, that the present agreement be drawn up in the English language; *les parties aux présentes déclarent qu'elles ont exigé, et par les présentes confirment leur demande, que cette convention soit rédigée en anglais.*

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Agreement in multiple original counterparts as of the day and year first above written.

4200705 CANADA INC.
(Landlord)

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation

BELL CANADA
(Tenant)

Per: _____
Title: Senior Specialist - Asset Management

Per: _____
Name
Title:

SCHEDULE "A"

SCHEDULE "B"

COMMUNICATIONS EQUIPMENT DETAILED DESCRIPTION

(if applicable)

SCHEDULE "C"

CONNECTING EQUIPMENT PLANS AND DESCRIPTION

(if applicable)

SCHEDULE "D"

**DESIGNATED PARTS OF BUILDING
COMMUNICATIONS SPACES**

(if applicable)