

Lease Amendment number 1 (the Amendment 1)

BETWEEN: IMMEUBLES RÉGIME VII INC., 9128-2772 QUÉBEC INC. and 9169-3515 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 _____, president, and by _____ Senior Manager, Business Development and Property Management, duly authorised for the purposes hereof; as declared in **Schedule A** attached hereto;

(the **Lessor**)

AND: BELL CANADA, legally constituted corporation having its head office at 1050 Côte du Beaver Hall, in the City of Montréal, Province of Québec, H2Z 1S4, herein acting and represented by _____, Senior Specialist - Asset Management, Real Estate Services, duly authorized for the purposes hereof, as he so declares.;

(the **Tenant**)

WHEREAS a Access Agreement for service provider has been concluded for a period of five (5) years beginning August 1, 2012 between the Lessor and the Tenant (the **Agreement** or the **Lease**) for the area containing the Main Distribution Frame for the Building (the **Leased Premises**) located in the building bearing civic address 1000-1020, route de l'Église, in the City of Quebec, Quebec.

WHEREAS the Tenant wants to exercise the first (1st) of two (2) renewal options of the Agreement for a period of five (5) years beginning August 1, 2017;

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

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

1. PREAMBULE

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

2. TERM

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

3. MINIMUM RENT

3.1 The Tenant covenants to pay to the Lessor the amount of **TWO THOUSAND NINE HUNDRED DOLLARS (2 900,00\$)** (plus GST and QST applicable for the first year of the Term (the "**Minimum Rent**"). Thereafter the yearly Minimum Rent shall be increased by 3% annually on the anniversary date. Minimum Rent shall be payable annually in advance, without compensation or other deduction of any nature whatsoever, in one payment, the first payment beginning on the Commencement Date and other subsequent payments will be made on each anniversary date.

4. **ANNUAL ADDITIONAL RENT**

Additional Rent: In addition to the Minimum Rent, the Tenant shall pay yearly to Landlord the following Additional Rent (the “**Additional Rent**”):

The Tenant shall pay to Landlord yearly, for its consumption of electricity, the sum of three hundred dollars (\$ 300.00) plus GST and QST applicable.

The Minimum Rent and Additional Rent are referred to as “**Rent**”.

5. **NOTICES**

Address for notice to the Tenant:	Address for notice to the Lessor:
BGIS O&M SOLUTIONS INC. 87 Ontario Street West – 6th Floor Montreal QC H2X 0A7 Attention: Senior Manager Realty Transactions; and Senior Manager, Lease Administration Telecopier: (514) 840-8404 With a copy to: BELL CANADA Real Estate Services 87 Ontario Street West – 6th Floor Montreal, QC H2X 1Y8 Attention: Senior specialist, Asset Management Real Estate Services Telecopier: (514) 391-7990 E-MAIL :	Attention: Brigitte Lapointe Senior Manager Business Development and Property Management Société en commandite KEVLAR 750, boulevard Charest Est, Suite 201 Quebec, Quebec G1K 3J7 Telecopier: (418) 522-2355 E-MAIL : service@kevlarinc.com

6. **SCOPE OF THE CONVENTION**

6.1 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.

7. **ILLEGALITY OF A DISPOSITION**

7.1 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.

8. **APPLICABLE LAWS**

8.1 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.

9. **OTHER PROVISIONS**

9.1 Subject to the foregoing, all other provisions of the Agreement shall continue to apply mutatis mutandis.

IN WITNESS WHERE of the Tenant has signed in Montreal, this 9th day of June, 2017.

BELL CANADA
(Tenant)

Per:

Senior specialist, Asset
Management Real Estate Services

Per:

IN WITNESS WHERE of the Lessor has signed in Quebec City, this 2th day of June, 2017.

Société en commandite KEVLAR
(Lessor)

Per:

Senior Manager,
Business Development and Property
Management

Per:

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 5 mai 2017.

Sur motion dûment proposée, il est unanimement résolu:

- 1- d'amender le bail de Bell Canada par un premier Amendement au bail suivant les termes et conditions y stipulés;
- 2- d'approuver le premier Amendement au bail de Bell Canada soumis au conseil à cette séance tel que rédigé;
- 3- d'autoriser _____, président, et directrice principale, développement d'affaires et gestion immobilière, à signer le premier Amendement au bail de Bell Canada 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

Le secrétaire