

THIS LEASE, made as of the 1st day of August, 2017.

B E T W E E N:

2379217 ONTARIO INC.

hereinafter called the "Landlord"

OF THE FIRST PART

-and-

BELL CANADA

hereinafter called the "Tenant"

OF THE SECOND PART

1. GRANT

WITNESSETH that in consideration of the rents, covenants and agreements herein, the Landlord leases unto the Tenant, its successors and assigns, approximately nine hundred (900) square feet of rentable area designated as the basement (hereinafter called "the Leased Premises") in the complex municipally known as 119 West Drive in the City of Brampton, Ontario (the "Property"), and being more particularly shown as the area cross-hatched in Schedule "A" attached hereto and forming a part hereof.

The Landlord and the Tenant acknowledge and confirm that the Tenant has been in occupation of the Leased Premises since on or about February 1, 1997 in accordance with a lease dated February 12, 1997, as amended and extended from time to time and which lease expired on January 31, 2017, after which the Tenant enjoyed a month to month tenancy until the beginning of the Term.

2. TERM

The term of this Lease shall be five (5) years commencing the 1st day of August, 2017, until the 31st day of July, 2022 (the "Term") and in the event of the Tenant accepting all of the options in its favour for the extension of the Term to hold the Leased Premises for two (2) further terms of five (5) years each, commencing the 1st day of August, 2022 (the "First Extended Term") and the 1st day of August, 2027 (the "Second Extended Term") respectively. In the event that the Tenant does not exercise any of the said options the Term of this Lease shall expire on the 31st day of July, 2022 without any further notice.

3. GROSS RENT

The annual gross rent (the "Gross Rent") payable during the Term, shall be in the amount of

Forty-Eight Thousand Dollars (\$48,000.00), payable in advance, in equal monthly installments of Four Thousand Dollars (\$4,000.00) on the 1st day of each and every month, commencing August 1, 2017.

Value added taxes and similar taxes such as "HST" or "GST" are payable by the Tenant in addition to all other fees, charges and taxes payable under this Lease, provided that the Landlord provides to the Tenant its registration number for purpose of payment of such tax. The Landlord's GST/HST registration number is 807835137 RT001.

For clarity, the Gross Rent payable under this Lease shall include all amounts which would otherwise be chargeable as additional rent, including without limitation, the contributions which would be paid by the Tenant on account of realty taxes and operating costs.

4. ADDITIONAL RENT

In addition to the amounts payable in respect of Gross Rent under Section 3, the Tenant shall pay:

- (a) all utility costs including all heat and hydro costs consumed by the Tenant in the Leased Premises;
- (b) any increase in the property taxes and property insurance from time to time due to a reassessment as a result of the change of use of the Leased Premises as a result of the Tenant's occupation or use of the Leased Premises; and
- (c) any amounts payable by the Landlord to ensure the Leased Premises is in compliance from time to time with all applicable laws and regulations (including all fire regulations and building regulations) as a result of the Tenant's occupation or use of the Leased Premises.

5. OPTIONS TO EXTEND

The Landlord hereby grants the Tenant two (2) options, provided the Tenant is not then in default, to extend the Term for two (2) further periods of five (5) years (individually, an "Extension Term") each as follows:

- (a) the first option is from August 1, 2022 to July 31, 2027 (the "First Option");
- (b) the second option is from August 1, 2027 to July 31, 2032 (the "Second Option");

Each Extension Term shall be upon the same terms and conditions as are herein contained, except that the Gross Rent shall be at the rate as hereinafter provided. Both options may be exercised by the Tenant giving notice to such effect to the Landlord at any time up to but not after six (6) months prior to the commencement of the applicable Extension Term. The Second Option may only be exercised if the First Option has also been exercised.

The Gross Rent payable for the First Extended Term shall be at the same rate as set out in paragraph 3 hereof (as well as the other amounts payable under this Lease including, without

limitation, the amounts payable under paragraph 4), and the Gross Rent for the Second Extended Term shall be at the same rate as set out in paragraph 3 hereof, subject to an adjustment to reflect an increase equal to the percentage change in the Consumer Price Index (all items) published by Statistics Canada for the period commencing as of the date of this Lease to the commencement of the Second Extended Term.

6. SEPARATE SCHOOL TAXES

If the Tenant designates the taxes on the Leased Premises go to support separate schools, and as a result, the taxes payable are greater than if such designation had not taken place, the Tenant shall pay the difference between the rate for separate and public schools to the Landlord forthwith upon presentation of an account in connection therewith.

7. BUSINESS TAXES

In each and every year during the Term and any extension thereof, subject to the foregoing, the Tenant shall pay and discharge within thirty-five (35) days after same become due and payable, all business taxes, rates, duties and assessments and other charges that may be levied, rated, charged, or assessed against or in respect of all improvements, equipment and facilities which are the direct responsibility of the Tenant on or in the Leased Premises, and every tax and licence fee in respect of any and every business carried on therein or in respect of the use or occupancy thereof by the Tenant (and any and every sub-tenant or licensee) and will indemnify and keep indemnified the Landlord from and against payment for all loss, costs, charges and expenses occasioned by, or arising from any and all taxes which may in future be levied in lieu of such taxes; and any such loss, costs, charges and expenses suffered by the Landlord may be collected by the Landlord as rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

8. USE

It is expressly stipulated and agreed that the Leased Premises may be used for the purpose of telephone switching station, office and telecommunication equipment use, and for any other purpose incidental to the business of the Tenant.

9. DISTRESS

The Tenant hereby covenants and agrees that notwithstanding anything contained in Section 30 of the *Commercial Tenancies Act* (Ontario) (as amended or replaced from time to time) none of the goods or chattels of the Tenant at any time during the continuance of the term hereby created on the said Leased Premises shall be exempt from levy by distress for rent in arrears by the Tenant as provided for by said section of said Act above-named, and that upon any claim being made for such exemption by Tenant or on distress being made by the Tenant this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon any such goods as are named as exempted in said section, Tenant waiving as it hereby does all and every benefit that could or might have accrued to it under and by virtue of the

said section of the said Act but for the above covenant.

10. TENANT'S COVENANTS

The Tenant covenants with the Landlord; TO pay rent; AND to repair the Leased Premises (with the exception of reasonable wear and tear and damage by fire, lightning and tempest, other acts of God, acts of the Queen's enemies, riot, military or usurped power, structural defects or weakness); AND that the Landlord may enter (upon twenty four (24) hours prior notice to the Tenant) and view the state of repair.

11. DAMAGE AND DESTRUCTION

Provided, and it is hereby expressly agreed, that in case the Leased Premises or any part thereof shall at any time during the said term be burned down or damaged by fire, flooding, lightning and tempest, other acts of God, acts of the Queen's enemies, riot, military or usurped power, structural defects or weakness, so as to render the same in the mutual opinion of the Tenant and Landlord, acting reasonably, unusable or inaccessible for the purpose of the Tenant's use and occupancy thereof, then and so often as the same shall happen, the rent hereby reserved, or a proportionate amount thereof shall abate from the date of such damage, to the extent that Tenant's use and occupancy of and/or ability to access the Leased Premises is in fact thereby diminished, and all or any remedies for recovery of said rent or such proportionate part thereof shall cease, and in the event that such damage or destruction shall in the reasonable opinion of the Landlord require more than one hundred and twenty (120) days to repair, the Tenant shall be entitled within a reasonable period after the happening of any such events to declare these presents to have been thereby terminated, notwithstanding any repairs or partial repairs made by either party during the interval. Upon such termination, the Landlord and the Tenant shall be relieved of all liability and obligations herein. Notwithstanding the foregoing, in the event that any damage or destruction to the Leased Premises as aforesaid is capable of repair within one hundred and twenty (120) days:

- (a) the Landlord covenants with the Tenant to repair and restore the Leased Premises (except for the Tenant's improvements and property (including trade fixtures) which shall be the responsibility of the Tenant to repair and restore) to substantially the same condition the same were in immediately before such damage occurred, save as to normal wear and tear; and
- (b) the Tenant agrees to cooperate with the Landlord in connection with such repair and restoration including the hiring of a mutually agreeable contractor(s) at a mutually acceptable price to perform the repairs and restoration and the Tenant agrees to respond in a timely manner to all requests and inquiries from the Landlord from time to time relating thereto.

The Landlord shall pay for the cost of such repair and restoration, provided however, that the Tenant shall pay for the same if such damage is attributable to the wilful act or neglect of the Tenant, its servants and or agents.

Notwithstanding anything contained in this Lease, the Tenant shall be responsible for all damage

to its property howsoever arising, and the Landlord shall have no liability in respect thereof regardless of whether or not the Landlord is responsible for such damage.

12. SEIZURE OF TERM

If the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current month's rent if not already due and payable, and the next three (3) months' rent, shall immediately become due and payable and the said term shall immediately become forfeited and void and in such case it shall be lawful for the Landlord at any time thereafter to enter into and upon the said Leased Premises or any part thereof, in the name of the whole, and the same to have again, re-possess and enjoy, as of the former estate, anything herein contained to the contrary notwithstanding.

13. RE-ENTRY

Proviso for re-entry by the Landlord on non-payment of rent.

14. QUIET ENJOYMENT

The Landlord covenants with the Tenant for quiet enjoyment.

15. ELECTRICITY

The Tenant shall, however, pay for its consumption of electricity for the Leased Premises in accordance with check meters which shall be installed by the Tenant at its expense.

16. LANDLORD'S COVENANTS

The Landlord further covenants with the Tenant:

That subject to the Tenant's covenant to repair hereinbefore contained, it shall, at its own expense, during the said Term and any extension thereof well and sufficiently repair and maintain and keep the Property as to the structure and exterior with the appurtenances thereof in good and substantial repair, including the building envelope, roof, roof membrane, all systems serving the Leased Premises and other structural elements, the fixtures and all things thereto belonging or which at any time during the said Term or any prior term shall be erected and made by the Landlord, but not those made by the Tenant when, where and so often as need shall be so that the structure and exterior of the Leased Premises shall at all times be in a fit and proper condition and state of repair suitable and satisfactory to the Tenant for the purpose of the Tenant's occupation thereof and in accordance with the standard of suitability maintained by the Tenant in and in respect of properties owned by the Tenant.

17. LANDLORD'S AND TENANT'S COVENANTS

The Landlord and Tenant mutually covenant and agree each with the other that:

- (a) Any equipment, supplies, or fixtures placed upon or installed in the Leased Premises by the Tenant shall be and remain the property of the Tenant and may be removed at any time or from time to time by the Tenant during the Term and any extension thereof or within a reasonable time thereafter.
- (b) The Tenant shall have access to the Leased Premises at all times during the Term and any extension thereof and the Landlord shall provide the Tenant with keys for the Leased Premises.
- (c) This Lease is entered into on the basis that it is to be effective only if the subdivision provisions of the *Planning Act* (Ontario) and any amendments thereto are complied with. The Tenant shall make any required applications for severance approval and shall pay all required application fees therefor. The Landlord shall sign any necessary consent for such applications and any other required documentation and shall co-operate with the Tenant in such application.
- (d) The Tenant shall maintain:
 - (i) comprehensive general liability insurance on an occurrence form, non-owned automobile liability, contingent employer's liability, and contractual liability with an insured limit of \$2,000,000 per occurrence. The Landlord shall be added as an additional insured (except under non-owned automobile liability), but solely with respect to liability arising out of the negligence of the Tenant, its employees, agents and contractors. Excess or umbrella insurance may be used to achieve the required insurance limits;
 - (ii) all risks property insurance on a replacement cost basis covering all Tenant property situated within the Leased Premises including all leasehold improvements;
 - (iii) machinery breakdown insurance on a replacement cost basis insuring all machinery and equipment of the Tenant and for which it is legally liable within the Leased Premises.

The Tenant shall provide the Landlord with current certificates of insurance evidencing the required insurance, and recording that the Landlord shall receive thirty (30) days prior notice of cancellation during the policy term. Notwithstanding anything contained in this Lease, the Tenant shall make a claim for damage to its property under its property insurance policy regardless of whether or not the Landlord is responsible for such damage.

- (e) The Tenant (including its agents, contractors, employees, servants, licensees, concessionaires and invitees) shall collectively be entitled at any time to use one (1) parking spot anywhere on the Property at no cost to the Tenant. The Tenant shall, at its own expense, install in the Leased Premises, the appropriate signage to notify its agents, contractors, employees, servants, licensees, concessionaires and invitees) of the Tenant's permitted parking rights at the Property. Notwithstanding the foregoing, in the event the Tenant (or any of its agents, contractors, employees, servants, licensees, concessionaires and invitees) is required at any time to park more

than one (1) service vehicle at the Property at any one time, the Landlord shall have the option to request that the Tenant (including its agents, contractors, employees, servants, licensees, concessionaires and invitees) immediately remove any such additional service vehicle to a non-designated parking area at the Landlord's sole discretion. Failure of the Tenant to comply with this request may result in a fine as agreed to from time to time between the Tenant and the Landlord.

(f) The Landlord will provide the Tenant with a contact telephone number for emergencies occurring during off-normal hours.

(g) The Tenant represents, warrants, acknowledges and agrees:

- (i) the Tenant has decided not to instal or maintian an industry leading fire suppression system in the Leased Premises;
- (ii) that the Leased Premises are suitable for its required use and that no additional fire suppression system is required for its use; and
- (iii) the Tenant releases the Landlord from any claim it may have as a result of the failure of the Landlord to install any additional fire suppression equipment.

18. CONTAMINANTS

The Landlord warrants that the Landlord is not aware of any use of any other portion of the Building that would result in the existence of Hazardous Substances in the Building. For the purposes of this section, Hazardous Substance shall mean any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Building is situated or under the laws of Canada, 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.

19. RESTORATION OF PREMISES

The Tenant may at the expiration of the Term hereof or earlier termination thereof by the Tenant, or any extension thereof, if it shall not then be in default hereunder, remove from the Leased Premises all the Tenant's trade fixtures and equipment. The Landlord shall also be entitled upon termination of the Lease to require the Tenant to remove all of the Tenant's trade fixtures and equipment and the Tenant shall in such removal do no damage to the Leased Premises and shall restore the same to their condition prior to such removal.

20. RIGHT OF WAY

During the Term of this Lease and any extension thereof, the Tenant shall have the right, to install and bury, at its own expense, (and thereafter operate, maintain, repair and replace at its own expense), below grade, telephone lines, incoming and outgoing, running from the Leased Premises

from the front of the building to a point on West Drive, as shown on Schedule "A" attached. The same shall at all times be performed in accordance with all applicable laws, by-laws and regulations. The Tenant, at its own expense, shall repair and restore to present condition all property disrupted by such work and shall at all times throughout the Term of this Lease and any extension thereof, repair and restore, at its own expense, to then present condition, all property disrupted by any such repair, operation, maintenance and/or replacement.

21. PAYMENT AND NOTICES

Payment of rental under this Lease may be made by the Tenant by cheque or electronic funds transfer made payable to the Landlord and mailed to the Landlord at:

119 West Drive,
Brampton, Ontario
L6T 2J6

Every notice required or permitted to be given hereunder shall, save as otherwise hereinbefore specifically provided, be in writing to the party for whom it is intended, delivered personally or by prepaid registered mail or by fax with a copy sent by mail at the following addresses:

to the Landlord: 2379217 Ontario Inc.
119 West Drive
Brampton, Ontario

Attention:

Fax: (905) 456-1174

to the Tenant: c/o BGIS O&M SOLUTIONS INC.
87 Ontario Street West – 6th Floor
Montreal QC H2X 0A7

Attention: Department, Client Services; and
Department, Lease Administration

Fax: (514) 840-8404

With a copy to: Bell Canada Real Estate Services
87 Ontario Street West – 6th Floor
Montreal QC H2X 1Y8

Attention: Director, Strategic Asset Planning

Fax: (514) 391-7990

The date of receipt of any such notice shall, if delivered personally or by messenger, be the date of delivery or if sent by fax, the first (1st) business day after sending thereof. Any party may from time to time change its address, fax number and/or the name of the person indicated as addressee by notice to the other party given as hereinbefore set forth.

22. ASSIGNMENT

The Tenant shall not assign or sublet or part with possession of all or part of the Leased Premises or mortgage or encumber the same without the prior written consent of the Landlord, except in the case of an assignment to an entity that is concurrently assuming leases from the Tenant of at least five (5) locations and carrying on the same business, in which case the consent of the Landlord shall not be unreasonably withheld or delayed. Notwithstanding anything contained in this Lease to the contrary, the Tenant shall be entitled, without the consent of the Landlord, to transfer or assign this Lease or sublet the Leased Premises to any other body corporate which is controlled by the Tenant, or which is an affiliate of the Tenant or to any subsidiary or related corporation, within the meaning of the *Canada Business Corporations Act* or a transfer to a purchaser of all or substantially all of the business of the Tenant carried on at the Leased Premises, provided the Tenant shall continue to remain fully responsible and liable for the performance of all of the terms, covenants and obligations under the terms of this Lease. The Landlord shall be entitled to assign, mortgage or encumber the Lease or the Leased Premises without the consent of the Tenant.

23. ACCESS BY LANDLORD

The Landlord and its agents are permitted to enter upon the Leased Premises upon twenty four (24) hours prior notice to the Tenant, and without notice in the case of an emergency, provided reasonable care is taken to advise the Tenant via its emergency contact number, for the purpose of inspecting and making inspections to the Leased Premises provided the Landlord shall minimize any disruptions of the Leased Premises resulting from water, dust or vibration. Notwithstanding Section 21, for purposes of this Section, "notice" shall be deemed to have been given upon the Landlord sending an email to or speaking with the Tenant's facility manager on file.

24. VACANT POSSESSION

Notwithstanding Paragraphs 2 and 5 hereof and/or anything contained herein to the contrary, in the event the Landlord receives an offer from a third party to purchase the Property following the expiration of the initial Term of this Lease and such purchaser requires vacant possession of the Leased Premises, the Landlord shall deliver written notice to the Tenant setting out the closing date of the proposed transaction (which shall not be earlier than ninety (90) days following the date of such notice) (the "Closing Date"). The Tenant agrees that it shall vacate the Leased Premises within one (1) year of the Closing Date (the "Termination Date") in which case this Lease shall be null and void and of no further force and effect and the parties shall be released without liability or penalty.

25. REGISTRATION

The Tenant shall not register this Lease or any notice thereof on title to the Property.

26. PRIOR INTERESTS

This Lease is subject and subordinate to all mortgages or deeds of trust and all renewals, modifications, replacements and extensions thereof which may now or at any time hereafter affect the Premises. The Tenant shall at any time on notice from the Landlord attorn to and become a tenant of a mortgagee or trustee under any such mortgage or deed of trust upon the same terms and conditions as this Lease and shall execute forthwith upon request by the Landlord any instrument of postponement or attornment or other instruments from time to time requested to give full effect to this requirement provided the Tenant's possession of the Leased Premises will not be interfered with by any such mortgagee, trustee or other relevant party so long as the Tenant remains in compliance with its material obligations under the Lease.

27. EXPROPRIATION

Intentionally deleted.

28. LEGAL EXPENSES

In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Tenant to be kept or performed and a breach shall be established, the Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable solicitors' and counsel fees on a solicitor and his client basis, subject to Landlord's duty to mitigate any losses that are suffered as a result thereof.

29. RIGHT OF LANDLORD TO REMEDY

If the Tenant shall fail to perform:

- (a) any of its covenants or obligations under or in respect of Sections 3 or 4 of this Lease, and such default shall continue for a period of five (5) business days; or
- (b) any of its other covenants or obligations under or in respect of this Lease and such default shall continue for a period of fifteen (15) consecutive days after notice by the Landlord to the Tenant specifying with reasonable particularity the nature of such default and requiring the same to be remedied (or, if by reason of the nature thereof, such failure cannot be cured by the payment of money and cannot with due diligence be wholly cured within such fifteen (15) day period, if the Tenant shall fails to proceed promptly to cure the same or thereafter fails to prosecute the curing of such failure with due diligence);

the Landlord may from time to time at its discretion, perform or cause to be performed any of such

covenants or obligations, or any part thereof, and for such purpose may do such things upon or in respect of the Leased Premises or any part thereof as the Landlord may consider requisite or necessary, acting reasonably, including, the making of any payments due or alleged to be due by the Tenant to third parties, and the Tenant shall pay on demand the Landlord's costs on account thereof, all without prejudice to the Landlord's rights and remedies for such default by the Tenant. All expenses incurred and expenditures made by or on behalf of the Landlord under this paragraph shall be forthwith paid by the Tenant to the Landlord on to demand.

30. REMEDIES TO SUBSIST

No waiver of any of the Tenant's obligations under this Lease or of any of the Landlord's rights in respect of any default by the Tenant hereunder shall be deemed to have occurred as a result of any condoning, overlooking or delay by the Landlord in respect of any default by the Tenant or by any other act or omission of the Landlord including, without limitation, the acceptance of any rent less than the full amount thereof or the acceptance of any rent after the occurrence of any default by the Tenant. All rights and remedies of the Landlord under this Lease and at law shall be cumulative and not alternative, and the exercise by the Landlord of any of its rights pursuant to this Lease or at law shall at all times be without prejudice to any other rights of the Landlord, whether or not they are expressly reserved. The Tenant's obligations under this Lease shall survive the expiry or earlier termination of this Lease and shall remain in full force and effect until fully complied with.

31. INDEMNITY

Save and except to the extent caused by or contributed to by the negligence or wilful misconduct of the Landlord, the Tenant shall indemnify and save the Landlord harmless from and against:

- (i) all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, the occupancy or use by the Tenant of the Leased Premises, or occasioned wholly or in part of by any act or omission of the Tenant, its agents, contractors, employees, servants, licensees, or concessionaires or invitees, or anyone for whom the Tenant is in law responsible, and the costs (including legal costs) incurred by the Landlord in connection with any action pertaining thereto including, without limitation, any damage incurred by the Landlord as a result of the absence of an industry leading fire suppression system in the Leased Premises;
- (ii) any damage suffered by the Landlord by reason of the breach by the Tenant of any of its obligations hereunder and the costs (including legal costs) incurred by the Landlord in connection with any action pertaining thereto.

In case the Landlord shall, without fault on its part, be made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect and hold the Landlord harmless and shall pay all costs, expenses and solicitors' and counsel fees on a substantial indemnity basis incurred or paid by the Landlord in connection with such litigation. Without limiting the generality of the foregoing, the Landlord and the Tenant shall each be responsible for their own negligence or the negligence of their respective agents, contractors, employees, or those for whom in law they are

respectively responsible.

Notwithstanding anything contained in this Lease to the contrary, in no event will either party be liable to the other party (or indemnify and save harmless the other party or anyone for whom it is in law responsible):

- (iii) from and against any indirect, special 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; and
- (iv) for amounts that in the aggregate exceed \$5,000,000 during the Term and any Extension Term.

32. FORCE MAJEURE

Notwithstanding anything in this Lease to the contrary, if any party hereto is *bona fide* delayed or hindered in or prevented from the performance of any obligation or act required hereunder by reason of any delay occasioned by force majeure, strikes, lockouts, labour troubles, inability to procure materials, bankruptcy of contractors or any other reason (other than the financial condition of either party) which is beyond the reasonable control of the Landlord or the Tenant, (hereinafter an "Unavoidable Delay") as the case may be, then performance of such term, obligation or act (other than the payment of Rent) is excused from the period of the Unavoidable Delay and the party so delayed shall be entitled to perform such term, obligation or act within the appropriate time period after the expiration of the period of such Unavoidable Delay.

33. OVERHOLDING

There will be no tacit renewal of this Lease. If the Tenant remains in possession of the Leased Premises after expiration of this Lease and without the execution and delivery of a new lease, the Tenant will be subject to a month to month lease at a monthly rent payable in advance on the first day of each month equal to one-twelfth of the rent for the year immediately preceding and shall be subject to all terms and conditions of this Lease, except that the Lease shall be from month to month and a tenancy from year to year will not be created by implication of law.

34. INTERPRETATION

And it is hereby declared and agreed that the words "Landlord" and "Tenant" wherever used in this indenture shall, when the context allows, include and be binding on and enure to the benefit of not only the said parties hereto, but also their respective heirs, executors, administrators, successors and assigns, and when the singular or the masculine is used herein, the same shall be construed as meaning the plural or the feminine where the context so requires.

35. MISCELLANEOUS

- (a) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

- (b) No representations, agreements, warranties, conditions or guarantees of any nature whatsoever whether oral or written expressed or implied exist between the Landlord and Tenant with respect to the Premises except as contained in this Lease.
- (c) The Lease may be executed in several counterparts and delivered by facsimile or pdf copy, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.
- (d) This Lease shall be construed in accordance and governed by the laws of the Province of Ontario.
- (e) Time is of the essence of this Lease and every part hereof.

[Signature Page Follows]

IN WITNESS WHEREOF the said parties hereto have duly executed this Agreement as of the date first above written.

2379217 ONTARIO INC.

Per: _____
Name: _____
Title: *Director*

Per: _____
Name: _____
Title: _____

I/We have authority to bind the corporation

BEI L. CANADA

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the corporation

TOR01: 6882180: v12

SCHEDULE "A"

Attached and forming part of this Agreement dated August 1, 2017, between 2379217 Ontario Inc., as the Landlord, and BELL CANADA, as the Tenant, in respect of certain premises designated as 119 West Drive, Brampton, Ontario.