

LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the 14 day of January, ²⁰¹⁹~~2018~~.

BETWEEN:

1609399 ONTARIO INC.

(the "Landlord")

and

BELL CANADA

(the "Tenant")

BACKGROUND TO THIS LEASE CONFIRMING AND AMENDING AGREEMENT

- A. By a lease dated December 12, 2003 between Campus 2000 Developments Inc., as landlord, and the Tenant (the "**Original Lease**") in respect of certain premises located on the first basement level (the "**Leased Premises**") of the building (the "**Building**") municipally known as 120 East Beaver Creek Road, Richmond Hill, Ontario and being more particularly described in the Original Lease, the Leased Premises were leased to the Tenant for and during the term of ten (10) years, commencing on January 1, 2004 and expiring on December 31, 2013 (the "**Term**") on the terms set out therein.
- B. The Original Lease contained two (2) options to extend the Term for five (5) years each.
- C. By letter dated May 2, 2013 and acknowledged by the Landlord by letter dated May 13, 2013 (the "**Letter Agreement**"), the Tenant exercised its first option pursuant to the Original Lease and the Term was extended for five (5) years, commencing on January 1, 2014 and expiring on December 31, 2018 (the "**First Extended Term**").
- D. The Landlord is the successor in interest to Campus 2000 Developments Inc.
- E. The Original Lease, as extended by the Letter Agreement is hereinafter, collectively, referred to as the "Lease".
- F. The Tenant has confirmed to the Landlord its intention to exercise its second option pursuant to the Original Lease and has agreed with the Landlord to extend the Term for a period of five (5) years commencing January 1, 2019 and expiring on December 31, 2023. The Landlord and the Tenant have agreed upon the rent payable and other terms respecting such extension.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Landlord and the Tenant agree as follows:

1. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
2. The Tenant's second option to extend the Term pursuant to the Original Lease was validly exercised and the Term of the Lease is extended for five (5) years, commencing January 1, 2019 and expiring on December 31, 2023 (the "**Second Extended Term**").
3. The Tenant shall pay to the Landlord during the Second Extended Term, annual gross rent (the "**Gross Rent**") in the amount of Seven Thousand Dollars (\$7,000.00), payable in advance, in equal consecutive monthly instalments of Five Hundred and Eighty-Three Dollars and Thirty-Three Cents (\$583.33) on the 1st day of each and every month, commencing January 1, 2019.

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 the purpose of payment of such tax. The Landlord's GST/HST registration number is 819540774RT001.

4. Provided that the Tenant is not then in material default under this Lease beyond any applicable cure period, the Landlord grants to the Tenant an option to extend the Term for two (2) additional terms of five (5) years each (individually, an "**Extension Term**"), upon the Tenant providing at least six (6) months written notice to the Landlord prior to the commencement of the applicable Extension Term on the same terms and conditions as set out herein, except that the annual gross rent shall be the then prevailing market rate for similar premises in the vicinity of the Leased Premises being used for similar purposes at the commencement of the applicable Extension Term as mutually agreed by the Landlord and the Tenant, and if not so mutually agreed, shall be determined by arbitration in accordance with the *Arbitrations Act* (Ontario) at the insistence of either party.
5. The notice provisions of the Lease shall be deleted and replaced with the following:

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 or via e-mail with a copy sent by mail at the following addresses:

to the Landlord: 1609399 Ontario Inc.
3660 Midland Avenue, Suite 200
Toronto, ON M1V 0B8

Attention:

Email: management@oskargroup.com

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 e-mail 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, e-mail address and/or the name of the person indicated as addressee by notice to the other party given as hereinbefore set forth.

6. The Tenant shall be permitted to register notice of this Agreement on title to the Leased Premises in accordance with the Lease, and the Landlord shall take such steps as the Tenant may reasonably require to make such registration possible.
7. Except as specifically amended by the terms, covenants and agreements of this Agreement, all covenants, conditions and agreements as reserved and contained in the Lease are hereby ratified and confirmed, including without limitation, the right of way provision in favour of the Tenant as set out in Paragraph 6 of Schedule "C" attached to the Original Lease.
8. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Agreement.
9. It is an express condition of this Agreement that the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, as amended, be complied with.
10. This Agreement may be executed in several counterparts and delivered by facsimile, mail 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.

11. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
12. All capitalized terms not defined in this Agreement shall have the same meaning as in the Lease.
13. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
14. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
15. 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.

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The parties have duly executed this Agreement as of the date first above written.

1609399 ONTARIO INC.

Per: _____

Name: _____

Title: *Principal*

Per: _____

Name: _____

Title: _____

I/We have authority to bind the corporation

BELL CANADA

Per: _____

Name: _____

Title: _____

I have authority to bind the corporation

Sr. Specialist, Asset Management