

THIS INDENTURE made in duplicate this 15<sup>th</sup> day of March, 198<sup>2</sup>1.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

B E T W E E N:

**Bell  
Canada  
RESTRICTED**

CRICH HOLDING & BUILDINGS LIMITED,  
a corporation incorporated under  
the laws of Ontario

hereinafter called the "Lessor"

OF THE FIRST PART

- and -

BELL CANADA

hereinafter called the "Lessee"

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor does demise and lease unto the Lessee, its successors and assigns all and singular that certain parcel or tract of land and premises situate, lying and being in the City of London, in the County of Middlesex and Province of Ontario,       ;

TO HAVE AND TO HOLD the said demised premises for and during the term of forty (40) years to be computed from and including the 1st day of January 1982 ~~December, 1981~~ and from thenceforth next ensuing, subject to the provision hereinafter contained. Notwithstanding anything to the contrary herein contained, the Lessee may at any time during the term hereof terminate this lease by giving to the Lessor sixty (60) days prior written notice of

termination and upon the expiry of the said sixty (60) days this lease shall terminate and any rent payable under this lease shall be forthwith adjusted pro rata between the Lessor and the Lessee.

YIELDING AND PAYING THEREFOR YEARLY and every year during the first ten (10) years of the term unto the Lessor, its successors and assigns, the sum of Two Hundred and Forty (\$240.00) Dollars of lawful money of Canada to be payable in one annual payment in advance on the 1st day of ~~December~~ <sup>January</sup> in each and every year during the first ten (10) years of the term, the first of such payments to become due and payable on the 1st day of ~~December~~ <sup>January</sup>, ~~1982~~, or upon the execution of this lease, whichever event is later.

YIELDING AND PAYING THEREFOR YEARLY and every year during the second ten (10) years of the term, that is from the 1st day of ~~December~~ <sup>January 1992</sup>, ~~1991~~ to and including the ~~30th~~ <sup>31st</sup> day of ~~December~~ <sup>November</sup>, 2001 the sum of Three Hundred Dollars (\$300.00) of lawful money of Canada, to be payable in one annual payment in advance on the 1st day of December in each and every year during the second ten (10) years of the term, the first of such payment to become due and payable on the first day of ~~December, 1991~~ <sup>January 1992</sup>.

YIELDING AND PAYING THEREFOR YEARLY and every year during the third ten (10) years of the term, unto the Lessor, its successors and assigns, that is from the 1st day of ~~December~~ <sup>January</sup>, ~~2002~~, to and including the ~~30th~~ <sup>31st</sup> day of ~~November~~ <sup>December</sup>, 2011 the sum of Three Hundred and Fifty Dollars (\$350.00) of lawful money of Canada to be payable in one annual payment in advance on the 1st day of ~~December~~ <sup>January</sup> in each and every year during the third ten (10) years of the term, the first of such payments to become due and payable on the 1st day of ~~December, 2001~~ <sup>January 2002</sup>.

YIELDING AND PAYING THEREFOR YEARLY and every year during the fourth ten (10) years of the term unto the Lessor, its

successors and assigns, that is from the 1st day of ~~December~~ <sup>January</sup>,  
~~2011~~ <sup>2012</sup> to and including the ~~31st~~ <sup>31st</sup> day of ~~November~~ <sup>December</sup>, 2021 the sum of  
Four Hundred Dollars (\$400.00) of lawful money of Canada to be  
payable in one annual payment in advance on the 1st day of  
~~December~~ <sup>January</sup> in each and every year during the fourth ten (10) years  
of the term, the first of such payments to become due and payable  
on the 1st day of ~~December, 2011~~ <sup>January 2012</sup>.

It is expressly stipulated and agreed that the said  
demised premises may be used for the purpose of housing and  
operating equipment, and for any other purpose incidental to the  
business of the Lessee, and the Lessee shall have the right from  
time to time and at all times to bring its aerial and/or under-  
ground wires and cables required in the operation of its business  
into the said demised premises through the foundations, basement,  
walls, partitions and floors of the said building where neces-  
sary, for such purposes and from the street line to the demised  
premises being : : : provided  
that all such work shall be according to plan approved by the  
Lessor, such approval not to be unreasonably withheld.

The Lessee hereby covenants and agrees with the Lessor  
that in consideration of the premises and of the leasing and  
letting by the Lessor to the Lessee of the premises above-named  
for the term hereby created (and it is upon that express under-  
standing that these presents are entered into) and notwithstanding  
anything contained in Section 30 of Chapter 260 R.S.O. 1970 (or  
any amendment or amendments thereto) none of the goods and chat-  
tels of the Lessee at any time during the continuance of the  
term hereby created on the said section of said Act above-named  
and that upon any claim being made for such exemption by Lessee  
or on distress being made by the Lessor this covenant and agree-  
ment may be pleaded as an estoppel against Lessee in any action  
brought to test the right to the levying upon any such goods as  
are named as exempted in said section the Lessee 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.

THE LESSEE COVENANTS with the Lessor:

to pay rent;

and to repair 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, sabotage, vandalism, wanton or negligent acts or accidents on the part of persons not under, or by causes beyond the control of the Lessee, structural defects or weakness only excepted;

and that the Lessor may enter and view state of repair, and that the Lessee will repair according to notice in writing, 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, sabotage, vandalism, wanton or negligent acts or accidents on the part of persons not under, or by causes beyond the control of the Lessee, structural defects or weakness only excepted;

and that it will leave the premises in good repair, 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, sabotage, vandalism, wanton or negligent acts or accidents on the part of persons not under or by causes beyond the control of the Lessee, structural defects or weakness only excepted.

PROVIDED that the Lessee shall remove its equipment or fixtures, whether installed and erected during the said term or any prior term including, without limiting the generality of the

foregoing, its telecommunications equipment upon the termination of this lease.

PROVIDED and it is hereby expressly agreed, that in case the premises hereby demised or any part thereof shall at any time during the said term be burned down or damaged by fire, lightning and tempest, other acts of God, acts of the Queen's enemies, riot, military or usurped power, sabotage, vandalism, wanton or negligent acts or accidents on the part of persons not under, or by causes beyond the control of the Lessee, structural defects or weakness so as to render the same in the opinion of the Lessee unfit for the purposes of the latter, then and so often as the same shall happen, the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained shall abate, and all or any remedies for recovery of said rent or such proportionate part thereof shall cease, and either the Lessee or the Lessor shall be entitled within a reasonable period after the happening of any such event to declare these presents to have been thereby terminated notwithstanding any repairs or partial repairs made by either party during the interval.

AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or if the said Lessee 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 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 Lessor at any time thereafter to enter into and upon the said demised premises or any part thereof, in the name of the whole and the same to have again, repossess and enjoy as of former estate, anything herein contained to the contrary notwithstanding.

PROVISO for re-entry by the said Lessor on non-payment of rent or non-performance of covenants.

The said Lessor covenants with the said Lessee:

for quiet enjoyment;

and that the Lessor shall at its own expense pay all taxes, rates, and assessments that may hereafter be levied or assessed against the demised premises excluding the Lessee's business taxes and taxes upon the personal property or income of the Lessee;

the Lessor shall furnish the said demised premises with all necessary electric current and power for lighting;

that subject to the Lessee's covenant to repair hereinbefore contained, the Lessor shall at its expense, during the said term well and sufficiently repair, maintain, amend and keep the said demised premises as to the exterior thereof with the appurtenances in good and substantial repair including the roof, exterior painting and redecorating and the like, and all things thereto belonging or which at any time during the said term shall be erected and made by the Lessor when, where and so often as need shall be so that the said demised premises shall at all times be in a fit and proper condition and state of repair suitable to the Lessee for the purpose of its occupation thereof.

The Lessor and Lessee hereby covenant and agree as follows:

1. The Lessee shall construct the appropriate walls and door and the necessary electrical work for the demised premises and shall undertake the work required to prevent rain water spilling over from the upper garage level to the lower level.

All such work shall be completed in accordance with drawings to be prepared by the Lessee and approved by the Lessor, such approval not to be unreasonably withheld.

2. The Lessee may at its own expense make any alterations and changes or improvements in the demised premises provided it first obtains the Lessor's consent, which consent shall not be unreasonably withheld, and the Lessee shall not be required to restore the demised premises to their original plan and layout when vacating the demised premises.

3. The Lessee shall have access to the demised area 24 hours a day during the term hereof.

4. The Lessee shall be permitted access to the electrical facilities in the said building in order that the Lessee may install the following electrical facilities in the said demised premises: lights, three (3) electrical outlets and ~~a small heater~~.

5. The Lessee shall arrange for a survey of the demised premises at its own expense.

6. In the case of any dispute between the Lessor and the Lessee during the term hereof, and any renewal, as to any matter arising hereunder, either party hereto shall be entitled to give to the other party notice of such dispute and demand arbitration thereof and, after giving notice and demand, each party shall at once appoint an arbitrator and such appointees shall jointly appoint a third. The decision of any two of the three arbitrators so appointed shall be final and binding upon the parties hereto who covenant one with the other that their disputes shall be so decided by arbitration alone and not be recourse to any court by action at law.

If within a reasonable time the two arbitrators appointed by the parties hereto do not agree upon a third, or if the party who has been notified or a dispute fails to appoint an arbitrator, then a third arbitrator or an arbitrator to represent the party in default may, upon petition of the party not in default, be appointed by a judge of the County Court the County of Middlesex. The cost of arbitration shall be apportioned between the parties hereto as the arbitrators may decide.

Payment of rental under this lease may be made by the Lessee by cheque payable to Crich Rentals and mailed to the Lessor at Suite 108, 1299 Huron Street, London.

Any notice hereunder may be given by personal service or by registered letter, postage prepaid, addressed for the Lessee to its Secretary, at 1050 Beaver Hall Hill, Montreal, P.Q. and for the Lessor to it at R.R. #5, London, and in the case of mailing such notice shall be deemed to have been given on the fourth (4th) day following the date of mailing of the same, and in the case of personal delivery such notice shall be deemed to have been given upon delivery.

And it is hereby declared and agreed that the words "Lessor" and "Lessee" 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.



IN WITNESS WHEREOF the parties hereto have caused these presents to be executed under corporate seal under the hands of their proper officers duly authorized in that behalf this 15th day of MARCH, 198<sup>2</sup>7.

CRICH HOLDING & BUILDINGS LIMITED

Per: \_\_\_\_\_

Per: \_\_\_\_\_

BELL CANADA

Per: \_\_\_\_\_

DISTRICT BLDGS. & R.E. MANAGER (519/807)