

LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the 1st day of March, 2018.

BETWEEN:

MEHDI AMINSADEGHIEH

(the "Landlord")

- and -

BELL CANADA

(the "Tenant")

BACKGROUND TO THIS LEASE CONFIRMING AND AMENDING AGREEMENT:

- A. By a lease dated March 3, 2004 (the "Original Lease") between 1448433 Ontario Inc., as landlord, and the Tenant in respect of certain space consisting of 493 square feet of rentable area (the "Leased Premises"), legally described as Unit 103, Level A, Toronto Standard Condominium Plan No. 1574 and being located on the first basement level of the building (the "Building") municipally known as 2 Clairtrell Road, Toronto, Ontario, as more particularly described therein, the Leased Premises were leased to the Tenant for and during the term of ten (10) years, commencing on October 1, 2003 and expiring on September 30, 2013 (the "Term") on the terms set out in the Original Lease.
- B. The Original Lease contained two (2) options to extend the Term for two (2) further terms of five (5) years each.
- C. By a renewal and amendment agreement dated March 26, 2013 (the "First Amending Agreement") between 1542123 Ontario Inc. (successor to 1448433 Ontario Inc.), as landlord, and the Tenant, the Tenant exercised its first option pursuant to the Original Lease and the Term was extended for five (5) years, commencing October 1, 2013 up to and including September 30, 2018 (the "First Extended Term") upon the terms as therein set out.
- D. By an amendment to lease dated October 29, 2013 (the "Second Amending Agreement") between Mehdi Aminsadeghieh (successor in interest to 1542123 Ontario Inc.), as landlord and the Tenant, the Original Lease, as amended, was amended upon the terms as therein set out.
- E. The Tenant has notified the Landlord of 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 from October 1, 2018 up to and including September 30, 2023 and the Landlord and the Tenant have agreed upon the rent payable and other terms respecting such extension.
- F. The Original Lease, the First Amending Agreement and the Second Amending Agreement is hereinafter, collectively, referred to as the "Lease".

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 has validly exercised its second option pursuant to the Original Lease and the Term has been extended for five (5) years, commencing October 1, 2018 and expiring on September 30, 2023 (the "Second Extended Term").
3. The Tenant shall pay to the Landlord during the Second Extended Term, an annual Gross Rent of Ten Thousand, Three Hundred and Fifty-Three Dollars (\$10,353.00), calculated at the rate of Twenty-One Dollars (\$21.00) per square foot per annum, to be payable, in advance, in equal consecutive monthly instalments of Eight Hundred and Sixty-Two Dollars and Seventy-Five Cents (\$862.75) on the first day of each and every month during the Second Extended Term, commencing on October 1, 2018.

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 _____.

4. The Tenant shall have the option to extend the Term of this Lease for two (2) additional terms of five (5) years each (individually, an "Extension Term"), exercisable by written notice to the Landlord at least one hundred and twenty (120) days 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 increase at the start of the applicable Extension Term by a percentage equal to the percentage of the increase in the Consumer Price Index (all items) published by Statistics Canada from the start of the previous Extension Term to the start of the applicable Extension Term.
5. Paragraph 13.2 of the Original Lease with respect to notice to the Landlord and notice to the Tenant shall be amended by inserting the following:

to the Landlord:

Attention:

3985 Hwy 7 East, Suite #202
Markham, ON, L3R 2A2

Tell

Fax:

905-940-1573

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

6. 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 in favour of the Tenant as set out in paragraph 6 of Schedule "C" attached to the Original Lease.

7. The Tenant shall be permitted to register notice of this Agreement on title to the Premises, and the Landlord shall take such steps as the Tenant may reasonably require to make such registration possible.
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. This Agreement 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.
10. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
11. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
12. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
13. 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.

[signature page follows]

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

Witness

Name:
(Landlord)

BELL CANADA (Tenant)

Per: _____

Name: _____

Title: Sr. Specialist, Asset Management

Per: _____

Name: _____

Title: _____

I/We have authority to bind the corporation.