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**LEASE CONFIRMING AND AMENDING AGREEMENT**

**THIS AGREEMENT** is made as of the 8<sup>th</sup> day of June, 2018.

**BETWEEN:**

**MIDLAND HOLDING & LEASING LIMITED**

(the "Landlord")

- and -

**BELL CANADA**

(the "Tenant")

**BACKGROUND TO THIS LEASE CONFIRMING AND AMENDING AGREEMENT**

- A. By a lease dated April 26, 1978 between 342146 Ontario Limited, as landlord, and the Tenant (the "**Original Lease**") in respect of certain space comprised of approximately 80 square feet of space (the "**Leased Premises**") located on the first parking level of a building (the "**Building**") municipally known as 205 Oxford Street East, London, Ontario, as more particularly described therein, the Leased Premises were leased to the Tenant for a term of twenty (20) years, commencing on January 1, 1979 and expiring on December 31, 1998 (the "**Term**") on the terms set out in the Original Lease.
- B. Midland Holding & Leasing Limited is the successor in interest to 342146 Ontario Limited.
- C. By a lease amending agreement dated May 11, 1999 (the "**First Amending Agreement**") between the Landlord and the Tenant, the Term was extended for twenty (20) years, commencing January 1, 1999 and expiring on December 31, 2018 (the "**First Extended Term**") upon the terms as therein set out.
- D. The Original Lease as amended by the First Amending Agreement is hereinafter collectively referred to as the "**Lease**".
- E. The Tenant has requested to extend the Term of the Lease for a further period of ten (10) years, commencing January 1, 2019 and expiring on December 31, 2028 and the Landlord and the Tenant have agreed upon the rent payable and other terms respecting such extension.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of two (\$2.00) dollars now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Landlord and the Tenant agree as follows:

1. **Confirmation**

The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.

2. **Extension**

The Landlord and the Tenant have agreed that the Term of the Lease is hereby extended for a term of ten (10) years commencing on January 1, 2019 and expiring on December 31, 2028 (the "**Second Extended Term**").

3. **Gross Rent**

The Tenant shall pay to the Landlord during the Second Extended Term, annual gross rent (the "**Gross Rent**") in the amount of Five Hundred and Twenty-Eight Dollars (\$528.00) to be payable, in advance, in equal consecutive monthly installments of Forty-Four Dollars (\$44.00) on the first day of each and every month, commencing January 1, 2019. For certainty, the Gross Rent payable under this Lease shall include all amounts which would otherwise be chargeable as additional rent under a net, carefree form of lease, including without limitation, the contributions which would be paid by the Tenant on account of realty taxes, operating costs and insurance.

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 81297 3659 RT0001.

4. **Option to Extend**

Provided that the Tenant is not then in default, the Landlord hereby grants to the Tenant an option to extend the Term for two (2) additional terms of five (5) years each (individually, an "**Extension Term**"), provided that written notice is given to the Landlord at least six (6) months prior to the commencement of the applicable Extension Term upon the same terms and conditions except for the annual Gross Rent, which shall be subject to an increase of five percent (5%) at the commencement of the applicable Extension Term over the Gross Rent payable for the immediately preceding Extension Term.

## 5. Notice

The notice provisions of the Lease with respect to payment to the Landlord and notice to the Landlord and Tenant 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 with a copy sent by mail at the following addresses:

to the Landlord: c/o Centurion Property Associates Inc.  
25 Sheppard Avenue West, Suite 710  
Toronto, ON  
M2N 6S6

Attention: Contract Administrator

Fax: [\*]

to the Tenant: BGIS O&M SOLUTIONS INC.  
87 Ontario Street West – Suite 600  
Montreal QC H2X 0A7

Attention: Director, Realty Transactions; and  
Director, Lease Administration

Fax: (514) 840-8404

With a copy to: Bell Canada  
Real Estate Services  
87 Ontario Street West – Suite 600  
Montreal QC H2X 1Y8

Attention: Senior Specialist - Asset Management

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 (1<sup>st</sup>) 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.

6. **Miscellaneous**

- (a) The Tenant shall be permitted to register notice of this Agreement on title to the Leased Premises, and the Landlord shall take such steps as the Tenant may reasonably require to make such registration possible.
- (b) 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 Tenant's right to bring its aerial and/or underground wires and cables into the Leased Premises through the foundations, basement, walls, partitions and floors of the Building in accordance with the terms of the Lease.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
- (g) The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
- (h) 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.

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

**MIDLAND HOLDING & LEASING LIMITED**

Per:

Name:

Title:

Director, Fixed Asset Mgt

Per:

Name:

Title:

VP, Residential Operations

**BELL CANADA**

Per:

Name:

Title:

**Sr. Specialist, Asset Management**

I have the authority to bind the corporation.

