

STORAGE SPACE LEASE AMENDING AGREEMENT

THIS AGREEMENT is made as of the 1st day of December, 2017

BETWEEN: **CR3 ARGENTIA NOMINEE INC.**
(hereinafter referred to as the "**Landlord**")

OF THE FIRST PART

AND: **BELL CANADA**
(hereinafter referred to as the "**Tenant**")

OF THE SECOND PART

WHEREAS:

A. By a storage space agreement dated March 9, 2005 between Pensionfund Realty Limited, as landlord, and Tenant (the "**Original Storage Space Lease**"), the Tenant leased certain storage premises designated as Unit B-13 (the "**Storage Space**") in the building municipally known as 2233 Argentia Road, City of Mississauga, Province of Ontario (the "**Building**") measuring approximately six hundred (600) rentable square feet for a term of five (5) years commencing on September 1, 2005 and expiring on August 31, 2010 (the "**Original Term**"), on the terms and conditions set forth therein;

B. By a storage space amending agreement dated August 11, 2010 between Pensionfund Realty Limited, as landlord, and Tenant (the "**First Amendment**"), the parties agreed to amend the Original Term to commence on September 1, 2005 and to expire on August 31, 2015 (the "**Amended Term**") on the terms and conditions set forth therein;

C. 2233 Argentia Nominee Inc. is successor in interest to Pensionfund Realty Limited;

D. By a lease confirming and amending agreement dated May 13, 2014 between 2233 Argentia Nominee Inc., as landlord, and the Tenant (the "**Second Amendment**"), the parties agreed to extend the Amended Term for a further term of two (2) years and three (3) months commencing on September 1, 2015 and expiring on November 30, 2017 (the "**First Extended Term**") on the terms and conditions set forth therein;

E. By a renewal notice dated May 4, 2017 from the Tenant to 2233 Argentia Nominee Inc., the Tenant indicated its intention to exercise its option pursuant to the Second Amendment to extend the First Extended Term for a further period of five (5) years commencing on December 1, 2017 and expiring on November 30, 2022 more particularly set out therein;

F. The Landlord is successor in interest to 2233 Argentia Nominee Inc.;

G. The Amended Term and First Extended Term are hereinafter collectively referred to as the “**Term**”;

H. The Original Storage Space Lease, First Amendment and Second Amendment are hereinafter collectively referred to as the “**Storage Space Lease**”;

I. The Landlord and Tenant have agreed to extend the Term of the Storage Space Lease for a further term of five (5) years commencing on December 1, 2017 and expiring on November 30, 2022, on the terms and conditions set forth herein; and

J. All capitalized terms used but not defined herein shall have the meaning ascribed in such term in the Storage Space Lease.

NOW THEREFORE WITNESSETH that in consideration of the sum of two dollars (\$2.00) paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged) and in consideration of the covenants and agreements hereinafter set out the parties agree as follows:

RECITALS

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

TERM EXTENSION

2. The Tenant has validly exercised its option and the Term of the Storage Space Lease with respect to the Storage Space is hereby extended for a further period of five (5) years commencing on December 1, 2017 and expiring on November 30, 2022 (the “**Second Extended Term**”).

RENT

3. The Tenant shall pay gross Rent to the Landlord for the Storage Space during the Second Extended Term by way of equal monthly instalments in advance on the first day of each month as follows:

Storage Space	Rental Period	Rate per square foot of rentable area	Annual Rent	Monthly Rent
Unit B-13	December 1, 2017 to November 30, 2022	\$14.00	\$8,400.00	\$700.00

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 Storage Space 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 100458652.

AUTHORIZED USE OF STORAGE SPACE

4. The Tenant shall not cause, suffer or permit the Storage Space to be used for any other purpose other than as specified in the Storage Space Lease.

CONDITION OF STORAGE SPACE

5. The Tenant accepts the Storage Space in its then "as is-where is" condition.
HARMONIZED SALES TAX
6. Unless otherwise noted, amounts quoted in this Agreement do not include harmonized sales tax.

AMENDMENTS TO ORIGINAL STORAGE SPACE LEASE

7. Paragraph 8 of the Original Storage Space Lease - Termination of Agreement - is hereby deleted in its entirety.
8. Paragraph 9 of the Original Storage Space Lease - Other Terms - is hereby deleted in its entirety.

NOTICE TO LANDLORD AND TENANT

9. The address for notice to the Landlord and the Tenant is hereby amended as follows:
to the Landlord:

CR3 Argentia Nominee Inc.
c/o Crown Property Management Inc.
6860 Century Avenue, Suite 203
Mississauga, Ontario
L5N 2V8

Attention: Property Manager

Telecopier: (905) 821-2483

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*

Telecopier: (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

Telecopier: (514) 391-7990

MISCELLANEOUS

10. (a) This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Counterparts may be executed either in original, portable document format (“PDF”) or faxed form and the parties adopt any signatures received by a receiving fax machine or electronic mail as original signatures of the parties, and the parties further acknowledge and agree that a facsimile, PDF or electronic reproduction of execution by any party shall be as effective as an original.
- (b) The Tenant represents and warrants that it has the full right, power and authority to enter into this Agreement.
- (c) The Landlord represents and warrants that it has the full right, power and authority to enter into this Agreement.
- (d) 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.
- (e) The parties confirm that the terms, covenants and conditions of the Storage Space Lease remain unchanged and in full force and effect, save and except as modified by this Agreement, including, without limitation, the remaining option in favour of the Tenant to extend the Term pursuant to Paragraph 5 of the Second

Amendment and the right of way provisions in favour of the Tenant set out in paragraph 12 of the Original Storage Space Lease.

- (f) It is an express condition of this Agreement that the provisions of section 50 of the *Planning Act*, R.S.O., as amended, be complied with.
- (g) The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
- (h) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –

SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Landlord and Tenant have executed this Agreement as of the date and year first written above.

LANDLORD:

TENANT:

CR3 ARGENTIA NOMINEE INC.

BELL CANADA

By: _____
Name:
Title:

By: _____
Name:
Title: *Sr. Specialist, Asset Mgmt.*

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the corporation.

I/We have authority to bind the corporation.