

## LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the 20<sup>th</sup> day of September, 2016.

BETWEEN:

**YEE HONG CHINESE EVERGREEN NON-PROFIT HOMES  
(METRO TORONTO) CORP.**

(the "Landlord")

- and -

**BELL CANADA**

(the "Tenant")

### BACKGROUND TO THIS LEASE CONFIRMING AND AMENDING AGREEMENT

- A. By a lease dated June 1, 1994 between Chinese Evergreen Non-Profit Homes (Metro Toronto) Corp., as landlord and the Tenant (the "Lease") in respect of certain space comprised of approximately 182 rentable square (the "Original Leased Premises") of a building municipally known as 2319 McNicholl Avenue, Scarborough, Ontario (the "Building"), as more particularly described therein, the Leased Premises were leased to the Tenant on the terms set out in the Lease.
- B. By a lease confirming and amending agreement dated January 1, 2002 (the "First Lease Amending Agreement"), the Lease was amended, so that, providing among other things, Chinese Evergreen Non-Profit Homes (Metro Toronto) Corp. demised unto the Tenant certain additional premises, such additional premises comprising approximately 581 rentable square feet (the "Expansion Premises") and providing for the extension of the term of the Lease to December 31, 2011 (the "Extended Term") on the terms as therein set out.
- C. The Original Leased Premises and the Expansion Premises are hereinafter collectively referred to as the "Leased Premises" and comprise, in the aggregate, a total rentable area of approximately 763 square feet.
- D. By a lease confirming and amending agreement dated November 8, 2011 (the "Second Lease Amending Agreement"), the term of the Lease was extended for a period of five (5) years, commencing January 1, 2012 up to and including December 31, 2016 (the "First Additional Extension") on the terms as therein set out.

- E. The Landlord is the successor in interest to Chinese Evergreen Non-Profit Homes (Metro Toronto) Corp.
- F. The Lease, as amended by the First Lease Amending Agreement and the Second Lease Amending Agreement shall be collectively referred to herein as the "Lease".
- G. The Tenant has notified the Landlord of its intention to exercise its option to extend the Lease pursuant to the Second Lease Amending Agreement and has agreed with the Landlord to extend the term for a period of five (5) years, commencing January 1, 2017 up to and including December 31, 2021. 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 option to extend the Lease was validly exercised so that the term of the Lease is extended for a period of five (5) years, commencing January 1, 2017 up to and including December 31, 2021 (the "Second Additional Extension").
- 3. For the Second Additional Extension the Tenant shall pay to the Landlord annual rent calculated as follows:

The rent for the Second Additional Extension shall be based on the annual rent paid in the First Additional Extension in the amount of Thirteen Thousand, Three Hundred and Sixty-Seven Dollars and Seventy-Six Cents (\$13,367.76) changed by an amount equal to the percentage change in the Canadian Consumer Price Index (all items) ("CPI") in the immediately preceding year (being the last year of the First Additional Extension and being the percentage change in the CPI from January 1, 2016 to December 31, 2016). The Landlord and the Tenant agree that as soon as reasonably practicable after the commencement date of the Second Additional Extension, the Landlord and Tenant shall execute a letter agreement which sets out the precise rent for the Second Additional Extension. The rent and any applicable taxes including the Harmonized Sales Tax (HST) and any provincial sales taxes shall be paid monthly, in advance, commencing on January 1, 2017 and on the 1<sup>st</sup> day of each and every month during the remainder of the Second Additional Extension.

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 \_\_\_\_\_.

4. The Landlord hereby grants to the Tenant the option to extend the term for two (2) further 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. Each Extension Term shall be upon the same terms and conditions as contained in the Lease, except that the annual rent shall be based on the annual rent paid in the last year of the applicable Extension Term changed by an amount equal to the percentage change in the CPI in such immediately preceding year of the applicable Extension Term.
5. Paragraph 29 of the Lease with respect to payment of rent and notice to the Landlord and notice to the 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: Chinese Evergreen Non-Profit Homes Corp.  
2319 McNicoll Avenue  
Toronto, ON M1V 5L2

Attention:

Fax: (416) 298-0080

to the Tenant: c/o SNC-LAVALIN O&M SOLUTIONS INC.  
87 Ontario Street West – 6<sup>th</sup> 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 – 6<sup>th</sup> 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 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. 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.
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 in favour of the Tenant to place, repair and maintain all necessary underground cables from the exterior walls of the Leased Premises to the street line as set out in paragraph 26 of the 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 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.

*[signature page follows]*

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

**YEE HONG CHINESE EVERGREEN NON-PROFIT  
HOMES (METRO TORONTO) CORP.**

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

Name: \_\_\_\_\_

Title: *TREASURER*

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

Name: \_\_\_\_\_

Title: *SECRETARY*

I/We have authority to bind the Corporation

**BELL CANADA**

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

Name: \_\_\_\_\_

Title: Sr. Specialist, Asset Management

I have authority to bind the Corporation.

