

LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the 12 day of May, 2018.

BETWEEN:

CLASSIC '59 INVESTMENTS INC.

(the "Lessor")

- and -

BELL CANADA

(the "Lessee")

BACKGROUND TO THIS LEASE CONFIRMING AND AMENDING AGREEMENT

- A. By a lease dated December 30, 1993 between the Lessor and the Lessee (the "(Original Lease)") in respect of certain premises located at 2886 Stanley Avenue, Niagara Falls, Ontario (the "Leased Premises"), as more particularly described therein, the Leased Premises were leased to the Lessee for and during the term of ten (10) years, commencing on November 1, 1993 and expiring on October 31, 2003 (the "Term") on the terms as set out therein.
- B. The Original Lease provided for two (2) options to extend the Term for five (5) years each.
- C. By a lease confirming and amending agreement dated December 1, 2003 between the Lessor and the Lessee (the "First Amending Agreement"), the Lessee exercised its first option pursuant to the Original Lease and the Term was extended for a period of five (5) years, commencing November 1, 2003 and expiring on October 31, 2008 (the "First Extension Term") in accordance with the terms therein set out.
- D. By a lease confirming and amending agreement dated September 18, 2008 between the Lessor and the Lessee (the "Second Amending Agreement"), the Lessee exercised its second option pursuant to the Original Lease and the Term was extended for a period of ten (10) years, commencing November 1, 2008 and expiring on October 31, 2018 (the "Second Extension Term") in accordance with the terms therein set out.
- E. The Second Amending Agreement provided for two (2) further options to extend the Term for five (5) years each.

- F. The Original Lease, as amended by the First Amending Agreement and the Second Amending Agreement is hereinafter, collectively, referred to as the "Lease".
- G. The Lessee has notified the Lessor of its intention to exercise its first option pursuant to the Second Amending Agreement and the Lessor and the Lessee have agreed to extend the Term for five (5) years, commencing November 1, 2018 and expiring on October 31, 2023 and the parties have agreed upon the terms of 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 Lessor and the Lessee 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 Lessee has validly exercised its first option pursuant to the Second Amending Agreement and the Term has been extended five (5) years, commencing November 1, 2018 and expiring on October 31, 2023 (the "Third Extension Term").
3. The Lessee shall pay to the Lessor during the Third Extension Term, annual gross rent (the "Gross Rent") in the amount of Eight Thousand, Two Hundred and Ten Dollars and Three Cents (\$8,210.03), to be payable, annually, in advance, on the first day of each and every month, commencing on November 1, 2018. The annual Gross Rent shall be subject to an annual increase of three percent (3%) on a cumulative basis over the Gross Rent payable for the immediately preceding year, commencing November 1, 2019.

Value added taxes and similar taxes such as "HST" or "GST" are payable by the Lessee in addition to all other fees, charges and taxes payable under this Lease, provided that the Lessor provides to the Lessee its registration number for purpose of payment of such tax. The Lessor's GST/HST registration number is 124405879 R. 0001

4. Paragraph 24 of the Original Lease with respect to notice 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 Lessor:

() 7888 Cathedral Dr
Nigeria Full Port L2H223

Attention:

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Fax:

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to the Lessee: 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

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 (1st) 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

5. 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 rights in favour of the Lessee pursuant to Paragraph 21 (b) and (e) of the Original Lease with respect to its wires and cables; the use of one (1) parking space by the Lessee pursuant to Paragraph 21(c) of the Original Lease; the termination right in favour of the Lessee pursuant to Paragraph 2 of the Second Amending Agreement; and the remaining option to extend the Term pursuant to Paragraph 3 of the Second Amending Agreement..
6. Lessee shall be permitted to register notice of this Agreement on title to the Leased Premises, and the Lessor shall take such steps as the Lessee may reasonably require to make such registration possible.
7. 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.
8. 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.
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]

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

CLASSIC '59 INVESTMENTS INC.
(Lessor)

Per: _____
Name: _____
Title: *President*
I have authority to bind the Corporation.

Per: _____
Name: _____
Title: _____
I have authority to bind the Corporation.

BELL CANADA
(Lessee)

Per: _____
Name: _____
Title: **Sr. Specialist, Asset Management**
I have authority to bind the Corporation.