

LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2013.

BETWEEN:

LONDON CONVENTION CENTRE CORPORATION

(the "Lessor")

- and -

BELL CANADA

(the "Lessee")

- and -

THE CORPORATION OF THE CITY OF LONDON

(the "City")

BACKGROUND TO THIS LEASE CONFIRMING AND AMENDING AGREEMENT:

- A. By a lease dated July 29, 1996, between the Lessor and the Lessee (the "Lease") in respect of certain premises in the building municipally known as 300 York Street, London, Ontario (the "Building"), being composed of part of the parking level (P1), and as more particularly described in the Lease (the "Premises"), the Premises were leased to the Lessee for and during the term of twenty (20) years, commencing on February 1, 1993 and ending on January 31, 2013 (the "Term") on the terms set out in the Lease.
- B. The Lease contained one (1) option to extend the Term for a further twenty (20) years. The option to extend the Term for twenty (20) years is hereinafter referred to as the "Option".
- C. The Lessee has confirmed to the Lessor its intention to exercise the Option and has agreed with the Lessor to extend the Term for a further period of twenty (20) years from February 1, 2013 up to and including January 31, 2033. The Lessor and the Lessee 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 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 Lessor and the Lessee hereby acknowledge and agree that the Option has been exercised by the Lessee and that the Term has been extended for twenty (20) years, commencing February 1, 2013 and ending January 31, 2033 (the "Extended Term"), upon the same terms and conditions as contained in the Lease, except that there shall be no further option to renew.
3. For the Extended Term, the Lessee shall pay to the Lessor annually in advance on the first day of February in each and every year of the Extended Term, in accordance with the Lease, annual rent with respect to the Premises as follows::

<u>Period</u>	<u>Annual Rate</u> <u>per annum per sq ft</u>	<u>Annual Rent</u> <u>(plus HST)</u>
February 1, 2013 – January 31, 2023	\$4.90	\$2,371.00
February 1, 2024 – January 31, 2033	\$6.00	\$2,904.00

4. Paragraph 19 of the Lease (Notices) be and is hereby 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 telecopier with a copy sent by mail at the following addresses:

to the Lessor: City of London
 300 Dufferin Ave, P.O Box 5035
 London, ON. N6A 4L9

Attention: Manager of Realty Services, Operations

Telecopier: (519) 661-5087

RB: 138024
 138025

to the Lessee: Nexacor Realty Management Inc.
87 Ontario Street West – Suite 200
Montreal QC H2X 0A7

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

Telecopier: (514) 840-8404

With a copy to:

Bell Canada
Real Estate Services
1 Carrefour Alexander-Graham-Bell
Building A, 7th Floor
Verdun, Quebec
H3E 3B3

Attention: Regional Manager, Strategic Asset Planning

Telecopier: (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 telecopier, the first (1st) business day after sending thereof. Any party may from time to time change its address, telcopier number and/or the name of the person indicated as addressee by notice to the other party given as hereinabove set forth.

5. The Lessee shall be permitted to register notice of this Lease Confirming and Amending Agreement on title to the Premises, and the Lessor shall take such steps as the Lessee may reasonably require to make such registration possible.
6. Except as specifically amended by the terms, covenants and agreements of this Lease Confirming and Amending Agreement, all covenants, conditions and agreements as reserved and contained in the Lease are hereby ratified and confirmed.
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 Lease Confirming and Amending Agreement.
8. This Lease Confirming and Amending 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.

9. It is an express condition of this Lease Confirming and Amending Agreement that the provisions of section 50 of the *Planning Act*, R.S.O. 1990, as amended, be complied with.
10. This Lease Confirming and Amending 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 Lease Confirming and Amending Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have duly executed this Lease Confirming and Amending Agreement as of the date first above written.

LONDON CONVENTION CENTRE CORPORATION

Per: _____

Name: _____

Title: Director, Corporate Services

Per: _____

Name: _____

Title: _____

I/We have authority to bind the Corporation.

BELL CANADA

Per: _____

Name: _____

Title: Director, Strategic Asset Planning

I have authority to bind the Corporation.

[signature page follows]

The City as owner of the property upon which the Building is situate hereby consents to this Agreement.

THE CORPORATION OF THE CITY OF LONDON

Per:

Name:

Title:

Per:

Name:

Title:

I/We have authority to bind the Corporation.