

## LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the 31 day of January, 2019

BETWEEN:

ALBERT WILLIAM BREWER

(the "Landlord")

and

BELL CANADA

(the "Tenant")

### BACKGROUND TO THIS LEASE CONFIRMING AND AMENDING AGREEMENT

- A. By a lease dated December 15, 1994, between Albert W. Brewer and Kathleen I. Brewer, collectively, as landlord, and the Tenant (the "**Original Lease**") in respect of certain space consisting of approximately 650 square feet of rentable area in the building municipally known as 353 Millen Road North, Stoney Creek, Ontario (the "**Leased Premises**") and being more particularly described in the Original Lease, the Leased Premises were leased to the Tenant for and during the term of ten (10) years commencing on November 1, 1994 and expiring on October 31, 2004 (the "**Term**") on the terms set out therein.
- B. Kathleen Brewer died on or about the 17<sup>th</sup> day of September, 1998.
- C. By lease confirming and amending agreement dated August 11, 2004 (the "**First Amending Agreement**"), between the Landlord and the Tenant, the Tenant exercised its option pursuant to the Original Lease and the Term was extended for five (5) years, commencing November 1, 2004 and expiring on October 31, 2009 (the "**First Extended Term**") upon the terms as therein set out.
- D. By lease confirming and amending agreement dated November 6, 2009 (the "**Second Amending Agreement**") between the Landlord and the Tenant, the Tenant exercised its option pursuant to the First Amending Agreement and the Term was extended for five (5) years, commencing November 1, 2009 and expiring on October 31, 2014 (the "**Second Extended Term**") upon the terms as therein set out.
- E. By lease confirming and amending agreement dated June 16, 2014 (the "**Third Amending Agreement**") between the Landlord and the Tenant, the Tenant exercised its

first option pursuant to the Second Amending Agreement and the Term was extended for five (5) years, commencing November 1, 2014 and expiring on October 31, 2019 (the "**Third Extended Term**") upon the terms as therein set out.

- F. The Tenant has confirmed to the Landlord its intention to exercise its second option pursuant to the Second Amending Agreement and has agreed with the Landlord to extend the Term for a period of five (5) years commencing November 1, 2019 and expiring on October 31, 2024. The Landlord and the Tenant have agreed upon the rent payable and other terms respecting such extension.
- G. The Original Lease, as amended by the First Amending Agreement, the Second Amending Agreement and the Third Amending Agreement is hereinafter, collectively, referred to as the "Lease".

**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 second option to extend the Term pursuant to the Second Amending Agreement was validly exercised and the Term of the Lease is extended for five (5) years, commencing November 1, 2019 and expiring October 31, 2024 (the "**Fourth Extended Term**").
- 3. The Tenant shall pay to the Landlord during the Fourth Extended Term, annual minimum rent (the "**Minimum Rent**") as follows:

Years	Rate per annum	Annual Minimum Rent	Monthly Minimum Rent
1 -2	\$21.00	\$13,325.00	\$1,110.42
3-5	\$22.00	\$14,300.00	\$1,191.67

The annual Minimum Rent shall be payable, in advance, in equal consecutive monthly installments, commencing November 1, 2019.

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 **12911 3682 RT0001**.

4. The Tenant shall pay to the Landlord during the Fourth Extended Term, annual additional rent (the “**Additional Rent**”) of nineteen hundred dollars (\$1,900.00) per annum.

The annual Additional Rent shall be payable annually, in advance, commencing November 1, 2019 and each year thereafter.

- 5.
6. Notwithstanding anything contained in this Lease to the contrary, the Tenant shall be entitled, without the consent of the Landlord, to transfer or assign this Lease or sublet the Leased Premises to any other body corporate which is controlled by the Tenant, or which is an affiliate of the Tenant or to any subsidiary or related corporation, within the meaning of the *Canada Business Corporations Act* or a transfer to a purchaser of all or substantially all of the business of the Tenant carried on at the Leased Premises, provided the Tenant shall continue to remain fully responsible and liable for the performance of all of the terms, covenants and obligations under the terms of this Lease.
7. Notwithstanding anything to the contrary contained herein, this Lease may be terminated by either the Landlord or the Tenant at any time by giving to the other party at least twelve (12) months prior written notice of termination.
8. The Lease with respect to notice to the Tenant shall be amended by inserting the following information for the Tenant:
- to the Tenant:           c/o BGIS 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
9. 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.
10. 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 remaining option to extend the Term pursuant to the Third Amending Agreement, the provisions of Section 19(c) and 19(e) of the Original Lease, and the Tenant's right to one (1) legal surface parking stall immediately outside the Leased Premises as set out in Section 20 of the Original Lease.

11. 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.
12. 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.
13. 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.
14. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
15. All capitalized terms not defined in this Agreement shall have the same meaning as in the Lease.
16. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
17. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
18. 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.

\_\_\_\_\_  
Witness

**BELL CAN**

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

Name:

Title:

**Sr. Specialist, Asset management**

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

Name:

Title:

I/We have authority to bind the corporation.