

LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the 7th day of September, 2016.

BETWEEN:

DURHAM DISTRICT SCHOOL BOARD

(the "Landlord")

- and -

BELL CANADA

(the "Tenant")

BACKGROUND TO THIS LEASE CONFIRMING AND AMENDING AGREEMENT:

- A. By a lease dated December 28, 1994 between The Durham Board of Education, as landlord, and the Tenant, as tenant (the "Lease") in respect of certain premises located in the basement area of a building (the "Building") municipally known as 380/400 Taunton Road East, Whitby, Ontario and described as (i) a telephone room approximately 12 feet by 20 feet (the "First Telephone Room"); and (ii) a telephone room approximately 14 feet x 15 feet (the "Second Telephone Room") (the First Telephone Room and the Second Telephone Room herein collectively, referred to as the "Leased Premises"), as more particularly described in the Lease, the Leased Premises were leased to the Tenant for a term of twenty (20) years, expiring on June 30, 2016 (the "Term") on the terms set out in the Lease.
- B. The Landlord is the successor in interest to The Durham Board of Education.
- C. The Landlord and the Tenant have agreed to extend the Term of the Lease and to amend the Lease on the terms and conditions set out herein.

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 Landlord and the Tenant hereby confirm and agree that the Term of the Lease has been extended for ten (10) years, commencing July 1, 2016 up to and including June 30, 2026 (the "First Extended Term").
- 2. The Tenant shall pay to the Landlord during the First Extended Term annual base rent (the "Base Rent") as follows:

First Extended
Term:

| | Per square foot per annum charge | Annual rent payable |
|---------|-------------------------------------|------------------------|
| Year 1 | \$5.61 | \$1,178.10 |
| Year 2 | \$5.72 | \$1,201.66 |
| Year 3 | \$5.84 | \$1,225.70 |
| Year 4 | \$5.95 | \$1,250.21 |
| Year 5 | \$6.07 | \$1,275.21 |
| Year 6 | \$6.19 | \$1,300.72 |
| Year 7 | \$6.32 | \$1,326.73 |
| Year 8 | \$6.44 | \$1,353.27 |
| Year 9 | \$6.57 | \$1,380.33 |
| Year 10 | \$6.70 | \$1,407.94 |

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 107270894.

3. The Landlord hereby grants to the Tenant the option to extend the Term of this Lease for two (2) additional terms of five (5) years each, namely for the term commencing July 1, 2026 (the "Second Extended Term") and for the term commencing July 1, 2031 (the "Third Extended Term") (individually, an "Extension Term"), exercisable by written notice to the Landlord at least sixty (60) days prior to the commencement of the applicable Extension Term on the same terms and conditions set out herein, except that the annual Base Rent for each Extension Term shall be as follows:

Second Extended
Term:

| | Per square foot per annum charge | Annual rent payable |
|--------|-------------------------------------|------------------------|
| Year 1 | \$6.84 | \$1,436.10 |
| Year 2 | \$6.98 | \$1,464.82 |
| Year 3 | \$7.11 | \$1,494.12 |
| Year 4 | \$7.26 | \$1,524.00 |
| Year 5 | \$7.40 | \$1,554.48 |

Third Extended
Term

| | Per square foot per annum charge | Annual rent payable |
|--------|-------------------------------------|------------------------|
| Year 1 | \$7.55 | \$1,585.57 |
| Year 2 | \$7.70 | \$1,617.28 |

| | | |
|--------|--------|------------|
| Year 3 | \$7.86 | \$1,649.62 |
| Year 4 | \$8.01 | \$1,682.62 |
| Year 5 | \$8.17 | \$1,716.27 |

4. Sections 18 and 19 of the Lease with respect to payment and notice to the Landlord and the Tenant shall be deleted and replaced as follows:

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 address:

to the Landlord: **Durham District School Board**
400 Taunton Rd. E.
Whitby, ON L1R 2K6

Attention:

Fax:

to the Tenant: c/o SNC-Lavalin 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 right in favour of the Tenant to bring its wire and cables into the Leased Premises and the right to

replace, repair and maintain all necessary underground cables pursuant to the provisions of Section 17 of the Lease.

6. 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.
7. 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.
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. All capitalized terms not defined in this Agreement shall have the same meaning as in the Lease.
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.

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

DURHAM DISTRICT SCHOOL BOARD

Per: _____

Title: **ASSOCIATE DIRECTOR**

Per: _____

Name: _____

Title: _____

I/We have authority to bind the Board.

BELL CANADA

Per: _____

Title: **Sr. Specialist, Asset Management,
Bell Real Estate Services**

I have authority to bind the Corporation.