

## LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the 15th day of July, 2015.

BETWEEN:

JUHAN HOLDINGS INC.

(the "Landlord")

and

BELL CANADA

(the "Tenant")

### BACKGROUND TO THIS LEASE CONFIRMING AND AMENDING AGREEMENT:

- A. By an offer to lease signed by the Tenant on July 6, 2000 and accepted by the Landlord on July 11, 2000 (the "Offer to Lease") in respect of certain space consisting of approximately 966 square feet on the ground floor of the plaza with a municipal address of 5739-5745 Finch Avenue East, Toronto, Ontario, as more particularly described therein (the "Leased Premises"), the Leased Premises were leased to the Tenant on the terms set out in the Lease for a term of ten (10) years, commencing September 1, 2000 up to and including August 31, 2010 (the "Term").
- B. By a Lease Confirming and Amending Agreement dated September 1, 2010 between the Landlord and the Tenant, the Tenant exercised its first renewal option pursuant to the Lease and the Term of the Lease was extended for a period of five (5) years, commencing September 1, 2010 up to and including August 31, 2015, upon the terms as therein set out.
- C. The Tenant has notified the Landlord of the Tenant's intention to exercise its second option to renew the Lease and has agreed with the Landlord to extend the Term for a period five (5) years, commencing September 1, 2015 up to and including August 31, 2020. 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 Lease, as it is being amended and extended as described above, is referred to in this Lease Confirming and Amending Agreement as the "Lease".
3. The Tenant's second option to extend the Lease was validly exercised so that the Term of the Lease is extended for a term of five (5) years, commencing September 1, 2015 up to and including August 31, 2020 (the "Extended Term").
4. For the Extended Term, the Tenant shall pay to the Landlord annual base rent (the "Base Rent") with respect to the Leased Premises based on Nineteen Dollars (\$19.00) per square foot per annum in the amount of Eighteen Thousand, Three Hundred and Fifty-Four Dollars (\$18,354.00). The annual Base Rent plus all applicable sales taxes shall be payable in equal monthly installments of One Thousand, Five Hundred and Twenty-Nine Dollars and Fifty Cents (\$1,529.50), in advance, on the first day of each and every month, commencing September 1, 2015.

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 Agreement, provided that the Landlord provides to the Tenant its registration number for purpose of payment of such tax. The Landlord's GST/HST registration number is 134146430 RT0001.

5. In addition to the Base Rent, the Tenant shall pay to the Landlord during the Extended Term, additional rent ("Additional Rent") based on Twelve Dollars (\$12.00) per square foot per annum in the amount of Eleven Thousand, Five Hundred and Ninety-Two Dollars (\$11,592.00). The annual Additional Rent plus all applicable sales taxes shall be payable in equal monthly installments of Nine Hundred and Sixty-Six Dollars (\$966.00), in advance, on the first day of each and every month, commencing September 1, 2015. For greater certainty, Additional Rent shall be a fixed amount during the Extended Term and shall not fluctuate based on the Landlord's costs of operating and maintaining the building or other costs to which Additional Rent is typically attributed to in a net lease, including, realty taxes.
6. The Landlord hereby grants to the Tenant the option to extend the Term for one (1) additional term of five (5) years (the "Extension Term") exercisable by written notice to the Landlord at least six (6) months prior to the commencement of the Extension Term on the same terms and conditions as set out herein, except that the annual rent shall be the then prevailing market rate for similar premises in similar buildings in the vicinity of the Leased Premises being used for similar purposes at the commencement date of the Extension Term as mutually agreed by the Landlord and the Tenant, and if not so mutually agreed, shall be determined by arbitration in accordance with the *Arbitrations Act* (Ontario) at the insistence of either party.



7. Paragraph 18 of the Lease shall be deleted and replaced with the following:

Every notice required or permitted to be given hereunder shall be in writing to the other 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 Landlord: 119 Garden Avenue  
Richmond Hill ON  
L4C 6L6

Attention:

Telecopier: (905) 761-8633

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

Telecopier: (514) 840-8404

With a copy to: Bell Canada  
Real Estate Services  
87 Ontario St. West, 6<sup>th</sup> Floor  
Montreal QC  
H2X 1Y8

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

8. 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.



9. 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 of way provisions in favour of the Tenant as set out in Paragraph 12 and Paragraph 13 of the Lease.
10. 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.
11. 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.
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 shall enure to and be binding upon the parties and their respective successors and assigns.
14. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
15. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
16. 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 Landlord and the Tenant have executed this Agreement as of the date hereof.

**JUHAN HOLDINGS INC.**

Title: *Authorized Signing Officer*

Per:

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Name:

Title:

I/We have authority to bind the Corporation.

**BELL CANADA**

Title: Director, Strategic Asset Planning

I have authority to bind the Corporation.