

**LEASE CONFIRMING AND AMENDING AGREEMENT**

This Agreement is dated this 23<sup>rd</sup> day of February, 2016 and is made

**B E T W E E N**

**RICHMOND BLOCK LONDON CORPORATION**  
(the "Landlord")

OF THE FIRST PART

- and -

**BELL CANADA**  
(the "Tenant")

OF THE SECOND PART

**WHEREAS:**

- A. Pursuant to a lease dated the 12th day of April 1996, made between KEY PROPERTY MANAGEMENT ONTARIO CORP., as landlord, and the Tenant (the "Lease") in respect of certain premises comprised of approximately 144 rentable square feet (the "Leased Premises") of a building municipally known as 685 Richmond Street, London, Ontario (the "Building"), as more particularly described therein, the Leased Premises were leased to the Tenant for a term of ten (10) years, commencing March 1, 1996 and expiring on the last day of February, 2006 (the "Term") on the terms set out therein.
- B. The Landlord is the successor in interest to Key Property Management Ontario Corp.
- C. By a Lease/Amending Renewal Agreement dated November 28, 2005 between the Landlord and the Tenant, the Term of the Lease was extended for a period of ten (10) years, commencing March 1, 2006 and expiring on the last day of February, 2016. (the "First Extended Term").
- D. The Tenant has requested to extend the Term of the Lease for a further period of ten (10) years, commencing March 1, 2016 and expiring on the last day of February, 2026 and the Landlord and the Tenant have agreed upon the rent payable and other terms respecting such extension.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) now paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The recitals set out herein 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 Landlord and the Tenant hereby acknowledge and agree that the Term of the Lease has been extended for ten (10) years, commencing March 1, 2016 and expiring on the last day of February, 2026 (the "Second Extended Term").
4. The Landlord and the Tenant confirm and agree that the Tenant shall pay to the Landlord during the Second Extended Term annual gross rent ("Gross Rent"), to be payable annually, in advance, commencing on the 1<sup>st</sup> day of March, 2016 and on the anniversary date thereof during the remainder of the Second Extended Term as follows:

Period	Annual Rent
March 1, 2016 to the last day of February, 2021	\$4,118.40
March 1, 2021 to the last day of February, 2026	\$4,530.24

For clarity, the Gross Rent payable under the Lease shall include all amounts which would otherwise be chargeable as additional rent, including without limitation, the contributions which would be paid by the Tenant on account of realty taxes and operating costs.

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 882 423106 RT0001.

5. Provided the Tenant is not then in default, the Landlord hereby grants to the Tenant the option to extend the Term of the Lease for two (2) further terms of five (5) years each (individually, an "Extension Term"), provided that written notice is given to the Landlord at least six (6) months prior to the commencement of the applicable Extension Term. Each Extension Term shall be upon the same terms and conditions as contained in the Lease, except that the annual rent shall be the then prevailing market rate for similar premises in the vicinity of the Building being used for similar purposes at the commencement of the applicable 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.

6. Paragraph 3.02 and Paragraph 12.08 of the Lease with respect to payment of rent and notice to the parties 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: 200 – 484 Richmond Street,  
London, ON N6E 3E6

Attention: Leasing Department

Telecopier: (519) 645-7735

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

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

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 (1<sup>st</sup>) 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 hereinabove set forth.

7. 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.
8. 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.
9. 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.

10. 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.
11. 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,
12. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
13. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
14. The provisions hereto shall interpreted in accordance with the laws of the Province of Ontario.
15. 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.

**RICHMOND BLOCK LONDON CORPORATION**

Per:  
Name:  
Title:

I have the authority to bind the corporation.

**BELL CANADA**

Per: \_\_\_\_\_  
Name:  
Title: *Senior Specialist - HSS-CT Mgt T*

I have the authority to bind the corporation.

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