

LEASE CONFIRMING AND AMENDING AGREEMENT
180 Attwell Drive, Toronto, Ontario

THIS AGREEMENT is made as of the 3rd day of April, 2009.

BETWEEN:

FIRST REAL PROPERTIES LIMITED

(the "Landlord")

- and -

BELL CANADA

(the "Tenant")

BACKGROUND TO THIS LEASE CONFIRMING AND AMENDING AGREEMENT:

- A. By a lease dated November 23, 1999 between the Landlord and the Tenant (the "Lease") in respect of certain space being approximately four and one half (4.5) square feet of rentable area located on the B1 level of the property municipally known as 180 Attwell Avenue, 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 the period December 1, 1999 up to and including January 31, 2003.
- B. By a Lease Confirming and Amending Agreement dated February 1, 2003 the term of the Lease was extended to January 31, 2006.
- C. By a Lease Confirming and Amending Agreement signed by the Tenant on March 27, 2006 the term of the Lease was extended to January 31, 2009.
- D. The Tenant has requested to extend the term of the Lease for one (1) year from February 1, 2009 up to and including January 31, 2010 and 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 Lease, as it is being amended and extended as described above, is referred to in this Lease Confirming and Amending Agreement as the "Lease".
- 2) For the purposes of this Lease Confirming and Amending Agreement, "First Renewal Term" means the term of one (1) year commencing on February 1, 2009 and thenceforth to be fully complete and ended on January 31, 2010 and "Additional Renewal Term" means any additional term following the First Renewal Term as hereinafter set out.
- 3) The Lease is hereby extended upon the same terms, covenants and conditions as are contained in the Lease, as previously amended, save and except as amended herein.
- 4) Provided the Tenant is not then in breach of the Lease, the First Renewal Term will renew monthly thereafter without the requirement for notice by either party for additional terms of one (1) month each, on the terms and conditions hereinafter set forth. Notwithstanding the foregoing, this Lease may be terminated by either the Landlord or the Tenant at any time by giving to the other party hereto at least three (3) months prior written notice of termination.
- 5) The annual gross rent payable during the First Renewal Term shall be One Thousand, Three Hundred and Fifty Dollars (\$1,350.00) together with any applicable taxes, including the Goods and Services Tax and any provincial sales taxes, to be payable in advance in monthly installments in the amount of One Hundred and Twelve Dollars and Fifty Cents (\$112.50) on the first day of each and every month during the First Renewal Term commencing on February 1, 2009.
- 6) The Landlord and Tenant confirm and agree that the annual gross rent payable under the Lease shall include, without limitation, the cost of electrical power supply in connection with the Tenant's use of the Leased Premises, provided that the Tenant's equipment consumes no more than one (1) kilowatt per hour. In the event that the Tenant's equipment consumes more than one (1) kilowatt per hour, the Landlord shall have the option, at its own expense, to install a separate meter and the Tenant's electrical consumption shall be billed separately by the local electricity provider to the Tenant.
- 7) The Tenant shall obtain and maintain at the Tenant's sole cost and expense comprehensive liability insurance, including personal injury, in respect of the Tenant's use and occupancy of the Leased Premises and the Tenant's operation therein, with an insured limit of not less than \$5,000,000, inclusive per occurrence. The Tenant's liability policy shall name the Landlord as an additional insured.
- 8) (a) The Tenant shall indemnify and save harmless the Landlord of and from all losses, liabilities, damages, fines, suits, claims, demands and actions of every kind and nature to which the Landlord shall or may become liable for or suffer by reason of any breach, violation or non-performance by the Tenant of any covenant, term or

provision herein as it relates to the Leased Premises or by reason of any injury, death, damage to property or accident resulting from, occasioned to or suffered by any person or persons or any property by reason of or arising from the occupancy or use by the Tenant of the Leased Premises, including without limitation, any act, omission, neglect or default on the part of the Tenant or any of its agents, employees, or other person or persons for whom the Tenant is in law responsible, such indemnification in respect of any breach, violation or non-performance, damage to property, injury or death occurring during the term of this Lease shall survive any termination of this Lease, anything in this Lease to the contrary notwithstanding. Under no circumstances will the Tenant be liable for or indemnify and save harmless the Landlord, its directors, officers, employees, contractors and invitees or those for whom the Landlord is responsible in law, for any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property even if advised of the possibility of such damages.

(b) The Landlord shall not be liable to the Tenant for any losses, liabilities, damages, fines, suits, claims, demands and actions of every kind or nature to which the Tenant shall or may become liable for or suffer unless the same is caused by the willful misconduct, neglect or default on the part of the Landlord or any of its agents, employees, or other person or persons for whom the Landlord is in law responsible.

9) Section 22 of the Lease shall be replaced as follows:

Every notice require 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 address:

to the Landlord: First Real Properties Limited
170 Attwell Drive, Suite 100
Toronto, ON M9W 5Z5

Attention: Property Manager

Telecopier: (416) 679-0996

to the Tenant: Nexacor Realty Management Inc.
87 Ontario Street West – 2nd Floor
Montreal QC H2X 1Y8

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

Telecopier: (514) 840-8404

With a copy to:

Bell Canada
Real Estate Services
87 Ontario Street West – 2nd Floor
Montreal QC H2X 1Y8

Attention: General Manager, Strategic & Account Management

Telecopier: (514) 391-3990

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, telecopier number and/or the name of the person indicated as addressee by notice to the other party given as hereinbefore set forth.

- 10) The Tenant shall be permitted to register notice of this Lease Confirming and Amending 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.
- 11) 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. 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.
- 12) 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.
- 13) This Lease Confirming and Amending Agreement shall enure to and be binding upon the parties and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Landlord and the Tenant have executed this Agreement as of the date thereof.

FIRST REAL PROPERTIES LIMITED

Per:


Name

Title:

Senior Vice-President

I have authority to bind the Corporation.

BELL CANADA

Per:

Name: Jim Tsaknis

Title: Associate Director,
Strategic Asset Planning

I have authority to bind the Corporation.

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