

LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the 8th day of March, 2019. **BETWEEN:**

DAVID A. ARCHER CO-OP INC.

(the “**Landlord**”)

and

BELL CANADA

(the “**Tenant**”)

BACKGROUND TO THIS LEASE CONFIRMING AND AMENDING AGREEMENT

- A. By a lease dated June 1, 1979 between the Landlord and the Tenant (the “**Original Lease**”) in respect of certain premises located on the parking level (the “**Leased Premises**”) of the building (the “**Building**”) municipally known as 51 George Street, Toronto, Ontario, as more particularly described in the Original Lease, the Leased Premises were leased to the Tenant for and during the term of twenty (20) years, commencing on June 1, 1979 and expiring on May 31, 1999 (the “**Term**”) on the terms set out therein.
- B. By a renewal agreement dated June 6, 2000 (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 twenty (20) years, commencing June 1, 1999 and expiring on May 31, 2019 (the “**First Extended Term**”) on the terms set out therein.
- C. The Original Lease, as amended by the First Amending Agreement is hereinafter, collectively, referred to as the “**Lease**”.
- D. The Tenant has requested to extend the Term of the Lease for a further period of five (5) years, commencing on June 1, 2019 and expiring on May 31, 2024 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. **Confirmation**

The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.

2. **Extension**

The Landlord and the Tenant have agreed that the Term of the Lease is hereby extended for a term of five (5) years commencing on June 1, 2019 and expiring on May 31, 2024 (the “**Second Extended Term**”).

3. **Gross Rent**

The Tenant shall pay to the Landlord during the Second Extended Term, annual gross rent (the “**Gross Rent**”) with respect to the Leased Premises as follows:

Period	Annual Gross Rent (plus HST)
June 1, 2019 – May 31, 2020	\$12,000.00
June 1, 2020 – May 31, 2021	\$12,000.00
June 1, 2021 – May 31, 2022	\$13,500.00
June 1, 2022 – May 31, 2023	\$15,000.00
June 1 2023 – May 31, 2024	\$15,000.00

The annual Gross Rent shall be paid annually, in advance, commencing on June 1, 2019. The Landlord and Tenant agree, for greater certainty, the Gross Rent payable under this 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 10128 3687 RT0001.

4. **Option to Extend**

Provided that the Tenant is not then in default, the Landlord hereby grants to the Tenant an option to extend the Term for two (2) additional 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 upon the same terms and conditions except for the annual gross rent which shall be the then prevailing market rate for similar premises in the vicinity of the Leased Premises 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.

5. **Permitted Assignment**

Notwithstanding anything contained in this Lease to the contrary, the Tenant shall be entitled, with the consent of the Landlord which shall not be reasonably withheld, 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.

6. **Notice**

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 addresses:

to the Landlord:

DAVID A. ARCHER CO-OP INC.
158 The Esplanade
Toronto, Ontario M5A 4A5

Attention:

Email:

to the Tenant:

BGIS O&M SOLUTIONS INC.
87 Ontario Street West – Suite 600
Montreal QC H2X 0A7

Attention:

Director, Realty Transactions; and
Director, Lease Administration

Fax:

(514) 840-8404

With a copy to:

Bell Canada, Real Estate Services
87 Ontario Street West – Suite 600
Montreal QC H2X 1Y8

Attention:

Fax:

Senior Specialist - Asset Management
(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.

7. **Miscellaneous**

(a) 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.

(b) 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 right to bring its wires and cables into the Leased Premises pursuant to Paragraph 2 of the Original Lease.

(c) The Tenant's option to terminate the Lease pursuant to Section 7 of the Original Lease will be amended to include the following:

The Landlord or the Tenant may terminate this Lease at any time, without penalty, by delivering at least twelve (12) months prior written notice to the other party, and Basic Rent and Additional Rent shall be calculated and prorated to the date of termination.

(d) 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.

(e) 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.

(f) 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.

(g) This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.

(h) The provisions hereto shall be interpreted according to the laws of the Province of Ontario.

(i) 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.

