

LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the 17th day of August, 2015.

BETWEEN:

ST. MATTHEW'S BRACONDALE HOUSE

(the "Landlord")

- and -

BELL CANADA

(the "Tenant")

BACKGROUND TO THIS LEASE CONFIRMING AND AMENDING AGREEMENT:

- A. By a lease dated October 12, 1995 between the Landlord and the Tenant (the "Lease") in respect of certain space comprised of approximately 450 rentable square (the "Leased Premises") of a building municipally known as 707 St. Clair Avenue West, Toronto (the "Building"), as more particularly described therein, the Leased Premises were leased to the Tenant for a term of ten (10) years, commencing on October 1, 1995 and expiring on September 30, 2005 (the "Term") on the terms set out in the Lease.
- B. By a Lease Confirming and Amending Agreement dated August 31, 2005 between the Landlord and the Tenant, the Tenant exercised its first option to extend and the Term was extended for a period of five (5) years, commencing October 1, 2005 and expiring on September 30, 2010.
- C. By a Lease Confirming and Amending Agreement dated July 16, 2010 between the Landlord and the Tenant, the Tenant exercised its second option and the Term was extended for a period of five (5) years, commencing October 1, 2010 and expiring September 30, 2015.
- D. The Tenant has requested to extend the Term of the Lease for a further period of five (5) years, commencing October 1, 2015 and expiring on September 30, 2020 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 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 Landlord and the Tenant hereby acknowledge and agree that the Term of the Lease had been extended for five (5) years, commencing October 1, 2015 up to and including September 30, 2020 (the "Extended Term").
4. The Landlord and the Tenant confirm and agree that the annual gross rent (the "Gross Rent") payable under the Lease in respect of the Extended Term has been agreed as Five Thousand, Seven Hundred and Eighty-Two Dollars and Fifty Cents (calculated at the rate of Twelve Dollar and Eighty Five Cents (\$12.85) per rentable square foot per annum), plus any applicable sales tax such as the Harmonized Sales Tax (HST) and any provincial sales taxes, to be payable in advance in monthly installments on the 1st day of each and every month during the Extended Term. 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 _____.

5. The Landlord hereby grants to the Tenant the option to extend the Term for two (2) additional terms of five (5) years each (the "Extension Term") exercisable by written notice to the Landlord at least ninety (90) days 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.
6. Paragraph 24 and 25 of the Lease with respect to payment of rent and notice to the Landlord and notice to the Tenant shall be deleted and replaced with the following:

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: St. Matthews Bracondale House
707 St. Clair Avenue West
Toronto, ON M2N 6N4

Attention: _____, Executive Director

Fax: 416-656-8052

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.

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, including, without limitation, the right of way provisions in favour of the Tenant as set out in paragraph 20 of the Lease.
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. 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.
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. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
13. All capitalized terms not defined in this Agreement shall have the same meaning as in the Lease.
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 parties have duly executed this Lease Agreement as of the date first above written.

ST. MATTHEW'S BRACONDALE HOUSE

Per:

Name:

Title:

Executive Director

Per:

Name:

Title:

BELL CANADA

Per:

Title: Senior Specialist, Asset Management

I have authority to bind the Corporation.