

LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the 4th day of June, 2015.

BETWEEN:

1086891 ONTARIO INC.
o/a Burlington Square Plaza

(the "Landlord")

and

BELL CANADA

(the "Tenant")

BACKGROUND TO THIS LEASE CONFIRMING AND AMENDING AGREEMENT:

- A. By a lease dated October 24, 2005 between the Landlord and the Tenant (the "Lease") in respect of certain space within a building located at and known municipally as 760 Brant Street, Burlington, Ontario (the "Building") consisting of approximately 160 square feet of rentable area described as _____, as more particularly described in the Lease (the "Leased Premises"), the Leased Premises were leased to the Tenant on the terms set out in the Lease for a period of ten (10) years, commencing September 1, 2005 up to and including August 31, 2015 (the "Term").
- C. The Tenant has notified the Landlord of the Tenant's intention to exercise its option to renew the Lease and has agreed with the Landlord to extend the term for a period of ten (10) years, commencing September 1, 2015 up to and including August 31, 2025. 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 option to extend the Lease was validly exercised so that the Term of the Lease is extended for a term of ten (10) years, commencing September 1, 2015 up to and including August 31, 2025 (the "Extended Term").
4. For the Extended Term, the Tenant shall pay to the Landlord annual rent ("Gross Rent") with respect to the Leased Premises as follows:

Period	Annual Gross Rent (plus HST)	Annual Rate per square foot of rentable area
September 1, 2015 to August 31, 2016	\$2,240.00	\$14.00
September 1, 2016 to August 31, 2017	\$2,320.00	\$14.50
September 1, 2017 to August 31, 2018	\$2,400.00	\$15.00
September 1, 2018 to August 31, 2019	\$2,480.00	\$15.50
September 1, 2019 to August 31, 2020	\$2,560.00	\$16.00
September 1, 2020 to August 31, 2021	\$2,640.00	\$16.50
September 1, 2021 to August 31, 2022	\$2,720.00	\$17.00
September 1, 2022 to August 31, 2023	\$2,800.00	\$17.50
September 1, 2023 to August 31, 2024	\$2,880.00	\$18.00
September 1, 2024 to August 31, 2025	\$2,960.00	\$18.50

The annual Gross Rent including the HST shall be paid annually in advance, commencing on September 1, 2015 and on the anniversary date thereof during the remainder of the Extended Term. For certainty, the annual Gross Rent payable under the Lease shall include all amounts which would otherwise be chargeable as additional rent under a net, carefree form of lease, including without limitation, the contributions which would be paid by the Tenant on account of Taxes as set out in Schedule "C" to the Lease, Operating Charges as set out in Paragraph 5 of Schedule "D" to the Lease and utilities.

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 HST #8906 74898 RT0001.

5. The Landlord and the Tenant confirm and agree that no security deposit was paid by the Tenant to the Landlord under the Lease and, therefore, Article 5 of the Lease is hereby deleted.
6. The Landlord hereby grants to the Tenant the option to renew this Lease for two (2) additional terms of five (5) years each (individually, an "Extension Term") exercisable by written notice to the Landlord at least six (6) months prior to the commencement of the applicable Extension Term on the same terms and conditions as set out herein, except that the annual gross rent 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 date 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.
7. Article 12(j) 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 fax with a copy sent by mail at the following addresses:

to the Landlord: 108691 Ontario Inc., o/a Burlington Square Plaza
760 Brant Street, Suite 416
Burlington, ON
L7R 4B8

Attention: Commercial Leasing Agent

Fax: (905) 639-4677

to the Tenant: c/o SNC-Lavalin, O&M Solutions Inc.
87 Ontario St. West, 6th Floor
Montreal, QC
H2X 0A7

Attention: Department, Real Estate Services; and
Department, Lease Management

Fax: (514) 840-8404

With a copy to: Bell Canada Real Estate Services
87 Ontario St. 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 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 grant of an easement in favour of the Tenant for the placing, maintaining and repairing of telecommunication cable as set out in Article 9(f) of the Lease, and the temporary use of an adjacent parking space or other suitable area for the placing of a generator for back-up power, if required, as set out in Paragraph 1(a) of Schedule "D" to 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. 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 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.
13. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
14. The provisions hereto shall be interpreted according to 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.

The parties have duly executed this Lease Confirming and Amending Agreement as of the date first above written.

1086891 ONTARIO INC.

Per: _____

Name _____

Title: *Vice President*

Per: _____

Name: _____

Title: _____

I/We have authority to bind the Corporation.

BELL CANADA

Title: ~~Director, Strategic Asset Planning~~ *Senior Specialist,*

Asset Management

I have authority to bind the Corporation.

REQUEST FOR AUTHORIZATION FOR RENEWAL

LOCATION: 760 Brant Street
Burlington, Ontario
NBC532021, L# 11914

DATE: May 13, 2015
KPI APPLICABLE: Yes
ENV. ASSESSMENT: No

1. Bell Canada as "TENANT"

2. **TRANSACTION TYPE:** Renewal

3. **REASON FOR TRANSACTION:**

The subject location is a telecommunication equipment room for the hosting office/retail complex. With Bell Network's approval to renew, Arcturus has initiated negotiations with the Landlord on the renewal terms. A tentative deal has been reached on the following terms and conditions.

4. **LANDLORD:** 1086891 Ontario Inc. o/a Burlington Square Plaza
60 Scarsdale Road, Unit 120
North York, Ontario M3B 2R7
Contact:
Tel: 6 Fax: 416-386-9646

5. **PREMISES:** 760 Brant Street,
Burlington, Ontario

6. **TERMS:**

7. MARKET COMPARABLES:

8. REQUEST FOR AUTHORIZATION:

Authorization is requested to proceed with a ten-year renewal term for a total rental commitment of \$26,000.

RECOMMENDED:

Transactions Specialist
Arcturus Realty

DATE: June 17, 2015

Manager, Real Estate Services
Arcturus Realty

DATE: June 19, 2015

AUTHORIZED:

Senior Specialist, Asset Management
Bell Real Estate Services

DATE: June 22, 2015