



## FIRST CAPITAL ASSET MANAGEMENT ULC

85 HANNA AVENUE, SUITE 400, TORONTO, ONTARIO M6K 3S3  
TEL (416) 504-4114 FAX (416) 941-1655

*Green*  
Shopping For Everyday Life

July 18, 2013

### BY COURIER

Bell Canada  
1 Carrefour Alexander Graham-Bell  
Building A, 7<sup>th</sup> Floor  
Verdun, QC H3E 3B3

Nexacor Realty Management Inc.  
304 The East Mall, Ste. 900  
Toronto, ON M9B 6E2  
Attn: Manager, Realty Transactions

Dear Sirs:

**RE: LEASE DATED SEPTEMBER, 2002 ("LEASE") BETWEEN BELL CANADA ("TENANT") AND FIRST CAPITAL (KING LIBERTY-RETAIL) CORPORATION, SUCCESSOR TO 863880 ONTARIO LIMITED ("LANDLORD") FOR CERTAIN PREMISES (AS DESCRIBED IN PARAGRAPH 4 BELOW) AT SHOPS AT KING LIBERTY, TORONTO, ONTARIO ("SHOPPING CENTRE")**

We are pleased to submit the following proposal to extend the Term of the Lease for the Leased Premises in the Shopping Centre on the following terms and conditions:

1. **TENANT**

Bell Canada

2. **LANDLORD**

First Capital (King Liberty-Retail) Corporation

3. **FIRST EXTENSION TERM**

Five (5) years commencing on March 1, 2014 and ending on February 28, 2019.

4. **LEASED PREMISES**

Unit No. C01005A comprising a certified area of one thousand and nineteen (1,019) square feet, as shown in the approximate location cross-hatched in red on the plan attached hereto as Schedule "A".

5. **GROSS RENT**

During the First Extension Term, the Tenant will pay **Gross Rent** to the Landlord as follows:

PERIOD	ANNUAL	MONTHLY	RATE PER SQUARE FOOT
March 1, 2014 to February 28, 2019	\$17,323.00	\$1,443.58	\$17.00

6. **ADDITIONAL RENT**

During the First Extension Term, the Tenant shall pay Additional Rent in accordance with the Lease, **if applicable**.

7. **OTHER TERMS**

The Landlord and Tenant further agree as follows:

- (a) The Tenant shall accept the Leased Premises on an "as is" basis with no inducement or allowance payable or rent free period provided and the Landlord shall have no obligations to perform any work.
- (b) Any last months' rent or security deposit paid by the Tenant to the Landlord during the Term will continue to be held by the Landlord during the First Extension Term.
- (c) There is one (1) remaining option to extend the Term for a period of five (5) years (Second Extension Term) at a set **Gross Rent** rate of \$20.00 per square foot and in accordance with Section 14.1 of the Lease.
- (d) The Landlord's address for notice in Section 2, Basic Terms, of the Lease is hereby deleted and replaced with "85 Hanna Avenue, Suite 400, Toronto, Ontario M6K 3S3, Attention: Executive Vice President, Central Canada, with a copy to Vice President, Legal Affairs, at the same address".
- (e) The Tenant's address for notice in Section 4, Basic Terms and Section 13.5 of the Lease is hereby deleted and replaced with "c/o Nexacor Realty Management Inc., 87 Ontario Street West, Suite 200, Montreal, QC H2X 0A7, Attention: Director, Realty Transactions; and Director, Lease Administration, with a copy to Bell Canada Real Estate Services, 1 Carrefour Alexander-Graham Bell, Building A, 7<sup>th</sup> Floor, Verdun, Quebec H3E 3B3, Attention: Regional Manager, Strategic Asset Planning."
- (f) Section 7.3(a)(vii) is hereby deleted and replaced with the following:

"If at any time during the Term or any renewal or extension thereof, the Landlord desires to renovate, alter, demolish and/or redevelop all or any part of the Shopping Centre (the "Redevelopment"), the Tenant agrees that if the Landlord determines in its sole discretion that it requires vacant possession of the Leased Premises in connection therewith, **subject to the Landlord first having used reasonable commercial efforts to relocate the Tenant**, then the Landlord shall be entitled, at its option, to terminate the Lease upon written notice to the Tenant without obligation or liability to the Tenant. Such termination notice shall be given at least **twelve (12)** months prior to the effective date of termination. On the effective date the Tenant shall deliver up vacant possession of the Leased Premises in accordance with its obligations under the Lease."

8. **EXECUTION BY COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts shall constitute one and the same instrument. This Agreement shall be considered properly executed and delivered by either party if executed and transmitted by facsimile to the other party.

9. **BINDING AGREEMENT**

It is intended that once this Agreement is signed by all parties, it shall form a binding agreement between the parties. The parties confirm that, except as modified by this Agreement, the terms, covenants and conditions of the Lease remain unchanged, and in full force and effect **including without limitation, the right of way in favour of the Tenant as set out in Section 14.2 of the Lease and the twenty-four hour access provision in favour of the Tenant as set out in Section 14.3 of the Lease.** It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Lease.

This Agreement shall enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Landlord and the heirs, executors, administrators, permitted successors and permitted assigns of the Tenant.

This Agreement is open for your acceptance until 5:00 p.m. on **July 30, 2013** after which it will be of no further force or effect. Please execute and return all copies of this Agreement to our office on or before that date and time. If either the Landlord or the Tenant wishes to have further documentation prepared, then the Landlord and the Tenant will co-operate with each other to complete such an agreement and will execute it promptly.

Yours truly,  
**FIRST CAPITAL ASSET MANAGEMENT ULC**  
**FOR FIRST CAPITAL (KING LIBERTY–RETAIL) CORPORATION**

Leasing Representative, Central Canada

***Signature Page Follows***

ACCEPTED by the Tenant this 30<sup>th</sup> day of July, 2013.

**BELL CANADA** (Tenant)

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director, Strategic Asset Planning

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have authority to bind the Corporation.

ACCEPTED by the Landlord this 20 day of August, 2013.

**FIRST CAPITAL (KING LIBERTY-RETAIL) CORPORATION** (Landlord)

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signing Officer

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signing Officer

I/We have authority to bind the Corporation.

## SCHEDULE "A"