

TELECOMMUNICATIONS LICENSE AGREEMENT

This Telecommunications License Agreement is between **The Canadian Real Estate Association** ("Licensor") and **Rogers Communications Partnership** ("Licensee").

WHEREAS the Licensee wishes to gain access to the property located at 200 Catherine Street, Ottawa, Ontario ("the Building"), owned by the Licensor for the purpose of installing and operating equipment to provide telecommunications services and facilities to tenants and occupants in the Building at their request.

AND WHEREAS the Licensor grants to the Licensee for the Term, this non-exclusive license, subject to the following terms and conditions:


1. Grant
 - (a) to install, operate, maintain, repair, improve, replace and remove at the Licensee's sole expense and risk, the Connecting Cable, Connecting Equipment and Communications Equipment, together with the right to use the Entrance Link and Communications Spaces to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's customers, as required by the Licensee's customers in the Building.
 - (b) to access the Licensed Area twenty-four (24) hours a days, seven (7) days a week for the purpose of installing, operating, maintaining, repairing and removing the Licensee's Equipment subject to the terms of this Agreement and in accordance with the Licensor's standard rules and reasonable security requirements as set out in Schedule B.
 - (c) to use the Equipment Room and Licensed Area for the purpose of providing telecommunications services to the customers in the Building.
 - (d) Installation requirements may include:
 - i) 4' X 4' wall space (3' – 0' minimum from finished floor) to place wall mount patch panel / cabinet
 - ii) 120 VAC / 15 amp circuit with 4 outlets installed in the panel by a qualified electrician (this cost will be borne by Rogers Communications Partnership).
2. The Licensee, at its own expense, shall install the Communications Equipment materially in accordance with drawings prepared by Licensee and submitted to the Licensor for approval prior to installation, provided that such approval shall not be unreasonably withheld or delayed. The Licensee shall provide "as built" drawings to the Licensor upon completion of each installation. The Licensee represents that all construction will be completed in a good and workmanlike manner, in accordance with all governmental requirements, the best engineering standards, and in full compliance with all requirements and conditions pertaining to building permits, user permits and operating permits. All work and all design and operation will be consistent with the requirements of occupational health and safety legislation, safety codes and environmental related requirements and regulations.

- (a) the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensor to the Licensee, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence;
 - (b) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's Equipment;
 - (c) the Licensee no longer requires the Equipment Room and the Communications Spaces for the purpose of providing its telecommunications services to customers in the Building.
11. The Licensee shall have the right to terminate this Agreement upon written notice to the Licensor in the event:
- (a) the Licensee no longer requires the Equipment Room and the Communications Spaces for the purpose of providing its telecommunications services to customers in the Building;
 - (b) the Licensor defaults in the observance or performance of any of the Licensor's obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Licensor, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensor promptly commences such cure with reasonable diligence;
 - (c) the Building is damaged to such extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Licensor under this Agreement, the Licensor, at its sole option and expense, may attempt to repair such damage within one hundred and eighty (180) days. In the event the Licensor elects not to repair the damage within one hundred and eighty (180) days, either party shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of Section 8
12. The Communications Equipment shall at all times remain the exclusive property of the Licensee, notwithstanding it may be affixed to the Property. The Licensor shall not relocate, remove or otherwise interfere with the Communications Equipment without the prior written consent of the Licensee.
13. The term of this Agreement, and the rights granted herein shall be effective on December 1, 2011 and shall continue for a period of five (5) years. This agreement may be extended for a further period of five (5) years (the "Renewal Term") upon the consent of both parties.
14. This Agreement and the rights hereunder may not be transferred or assigned by the Licensee without the written consent of the Licensor, provided that the Licensee may assign this Agreement to an affiliate of the Licensee, as defined in the *Canadian Business Corporations Act*, upon written notice to the Licensor.

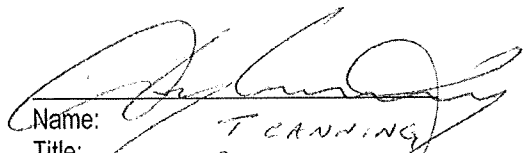
- 15. This License constitutes the entire agreement between the Licensor and the Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matters thereof. The License may not be amended or modified except by a written instrument executed by both parties.
- 16. This Agreement shall ensure to the benefit of, and be binding upon the parties and their respective successors and assigns, heirs and personal representatives.


IN WITNESS WHEREOF, the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf as of the date first set forth above.

The Canadian Real Estate Association

Per: 
Name: *Debra Cowan*
Title: *Director Corporate Services*

Rogers Communications Partnership by its general partner 2117547 Ontario Inc.

Per: 
Name: *T. CANNING*
Title: *SVP BUSINESS SERVICES*

Per: 
Name:
Title: **Patrick Dooling
Vice President
Finance & Business Development
Rogers Business Solutions**

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