

## MASTER ACCESS AND ROOFTOP ACCESS LICENSE AGREEMENT

THIS MASTER ACCESS AND ROOFTOP ACCESS LICENSE AGREEMENT (“License”), is made and entered into as of the 1<sup>st</sup> day of December, 2009 (the “Effective Date”), between McPHERSON CENTRE LTD. (“Licensor”), and ROGERS COMMUNICATIONS PARTNERSHIP (“Licensee”).

WHEREAS Licensee is desirous of obtaining a license in order to install and operate certain communications equipment in and on the Building; and

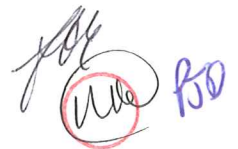
WHEREAS Licensor is willing to grant the above-referenced non-exclusive license to Licensee subject to certain terms and conditions.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

### 1. DEFINITIONS

In addition to terms defined in this License, the following terms below shall be defined as follows:

- (a) “Approved Plans” means the Plans and Specifications, as applicable, of the Licensee to be approved by the Licensor prior to installation.
- (b) “Building” shall mean that certain building and lands municipally known as **305 King Street West, Kitchener, Ontario**.
- (c) “Cables” shall mean fibre optic cables or copper wiring encased in conduit, such Cables (or conduit) shall not exceed two and one half inches (2½”) in diameter; and/or copper cable to be used by Licensee.
- (d) “Equipment” means all equipment owned and installed by the Licensee in accordance with the Approved Plans and any wireless services related thereto, including but not limited to radio frequency antenna(s), microwave dish antenna(s), laser transmitters, waveguide cabling, wiring, battery back-up system, accessories and any other externally mounted equipment/infrastructure related thereto and approved by Licensor for installation, operation and maintenance thereof.
- (e) “License” means this License and all supplemental instruments, amendments or confirmations agreed to in writing by both parties herein and includes the Approved Plans.



- (f) "Systems" means the Equipment and Cables which includes the high-speed data network and telecommunications equipment of the Licensee and related equipment and any wireless services related thereto.

2. TERM

The term of this License Agreement (the "Term") shall be for a period of five (5) years commencing on the 1<sup>st</sup> day of December 2009 (the "Commencement Date") and terminating on the 30<sup>th</sup> day of November 2014, subject to early termination in accordance with the License.

This License may be extended for two extension terms of five (5) years each by mutual agreement between the parties hereto. The extension terms shall be on the same terms and conditions as this License save and except that the Access Fee and Electrical Power Fee shall be as mutually agreed between the Licensor and the Licensee, *but in no event be less than the previous term*

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3. GRANT OF LICENSE

The Licensor hereby grants a non-exclusive license to the Licensee for the duration of the Term and any extensions thereof:

- (a) To install, operate and maintain the Systems at the locations to be shown on the Approved Plans located in the Building and on the rooftop of the Building;
- (b) To connect the Equipment to electrical power sources within the Building and to connect to adequate grounding, including the use of the Building's ground;
- (c) Subject to the Licensor's security requirements for the Building and the quiet enjoyment of tenants and occupants of the Building, the Licensor agrees that upon prior notice it will permit the Licensee, its employees and duly authorized contractors, reasonable access to the Building (and in the case of an emergency, such access may be 24 hours a day, 7 days a week) so as to permit the Licensee to perform installation and subsequent service, testing repairs, connects and/or disconnects on the Systems for the benefit of the Licensee and its customers, as may be reasonably required from time to time throughout the Term; provided that for greater certainty, the access and installation rights granted hereunder are to be relied upon solely for the provision of the Licensee's services and for no other purpose. The Licensor shall use reasonable efforts to prevent any interruption or interference with all or any part of the telecommunication services provided by the Systems provided the Licensor shall not be liable for interruption or cessation of such services due to the failure of utilities servicing the Building;
- (d) To have reasonable access to and use of the riser closets, chases, available conduits, pedways, and above ceiling common areas, as may be approved for use by the Licensor from time to time; provided that this Licensee does not affect the operation or structure of the Building, impair existing telecommunication or other utility services supplied to other tenants and occupants of the Building in the sole opinion of the Licensor, acting reasonably.

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The rights granted to the Licensee herein constitute a license only and shall not under any circumstances whatsoever constitute a right by the Licensee to have exclusive possession of the Building. This License shall not constitute nor be interpreted to be a partnership agreement, employment agreement, lease or joint venture agreement made between the parties.

4. APPROVED PLANS

The Licensee shall, prior to installing and maintaining the Systems, prepare and deliver to the Licensor plans, specifications, diagrams, layouts and any other drawings and documents reasonably required to describe the Systems including all wiring designations (“Plans and Specifications”) showing, without limitation, the size and location of the Systems, the location of risers, and wiring connecting same to the power supply source and the telephone lines. Such Plans and Specifications shall be approved by the Licensor in its sole discretion, (such approval not to be unreasonably withheld or delayed ) as evidenced by its written endorsement thereon, and shall then become the Approved Plans. The endorsement by the Licensor on the Approved Plans shall constitute a confirmation of the licensing of the locations shown on the Approved Plans. The Licensor shall have the right to inspect the Systems from time to time to determine that same are installed and maintained in accordance with the Approved Plans.

5. ACCESS FEE AND ELECTRICAL POWER FEE

The annual access fee (the “Access Fee”) and the fee to reimburse the Licensor for use of electrical power (“Electrical Power Fee”) shall be paid by the Licensee to the Licensor as follows:

ACCESS FEE (ANNUALLY)	ELECTRICAL POWER FEE (ANNUALLY – See below)	PERIOD
\$1,000.00	as below	Year 1
\$1,000.00	as below	Year 2
\$1,000.00	as below	Year 3
\$1,000.00	as below	Year 4
\$1,000.00	as below	Year 5

The Access Fee plus applicable taxes, shall be payable yearly in advance without deduction, abatement or set-off commencing on the Commencement Date and continuing throughout the Term or any extension thereof.

The Licensor shall prepare and forward an invoice to the Licensee based on the reading displayed on the Rogers electrical check meter, which fee will be based on current, local, consumption based market rates.

The Invoice (Electrical Power Fee) is subject to applicable taxes and shall be payable yearly after the first year without deduction, abatement or set-off commencing on the Commencement Date and continuing throughout the Term or any extension thereof.

IN WITNESS WHEREOF the Licensor and the Licensee have hereunto executed this License.

LICENSOR:

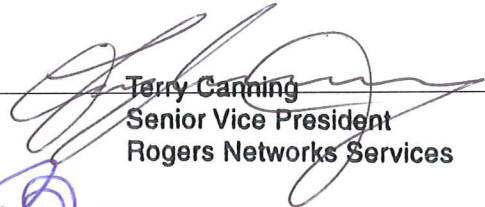
MCPHERSON CENTRE LTD.


Per: 

Per: \_\_\_\_\_

LICENSEE:

ROGERS COMMUNICATIONS  
PARTNERSHIP

Per:   
Terry Canning  
Senior Vice President  
Rogers Networks Services

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



