

**THIS TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT** dated the day of \_\_\_\_\_, 2011.

**BETWEEN:**

**APOLLO PROPERTY MANAGEMENT LTD., IN TRUST FOR DUCANI LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, 1727844 ONTARIO INC., AS ASSIGNED BY MERIVALE FAIR CORPORATION PARTNERSHIP**

(the "Licensor")

OF THE FIRST PART

**AND:**

**ROGERS COMMUNICATIONS PARTNERSHIP,**

(the "Licensee")

OF THE SECOND PART

**WHEREAS** by a telecommunications license agreement dated the 1<sup>st</sup> day of November, 2006, (the "License") the Licensor licensed to Atria Networks LP (formerly Telecom Ottawa Limited), for and during a term of 5 years expiring on the 31<sup>st</sup> day of January, 2012, the use of certain premises as more particularly described in the License, located at **1580 Merivale Road**, in the City of Ottawa, Province of Ontario;

**AND WHEREAS** on September 1, 2011, Atria Networks LP was wound-up into Rogers Communications Partnership;

**AND WHEREAS** the parties wish to extend the term of the License;

**AND WHEREAS** it is in the best interests of the parties to amend the terms of the License;

**NOW THEREFORE** in consideration of the premises and the mutual covenants herein contained, the Licensor and the Licensee hereby agree as follows:

1. **Licensee.** The name of the Licensee is Rogers Communications Partnership.

2. **Term.** The effective commencement date of the extension is February 1, 2012 expiring on January 31, 2017 unless otherwise terminated or extended pursuant to the terms of the License.
3. **Renewal.** The Licensee shall have the option to extend this Agreement for a period of five (5) years, upon the Licensee providing at least three (3) months written notice.
4. **License Fee.** The Licensee shall pay to the Licensor during the term of the extension an annual License Fee in the amount of one thousand one hundred and fifty dollars (\$1,150.00) per year, plus HST.
5. **License.** Except as set out in this Agreement, the Licensor and the Licensee agree that all other terms and conditions of the License, as amended, shall remain unchanged and in full force and effect.
6. **Enurement.** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

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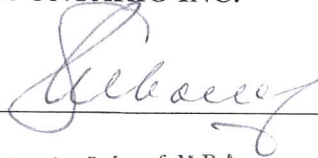
7. **IN WITNESS WHEREOF**, the parties have executed this Agreement by the hands of their respective officers duly authorized as of the date first set forth above.

**LICENSOR:**

**MERIVALE FAIR CORPORATION PARTNERSHIP,  
IN TRUST FOR DUCANI LIMITED PARTNERSHIP  
By its partner:**

**1727844 ONTARIO INC.**

Per:  
Name:  
Title:

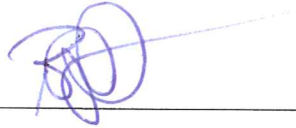


Sébastien Leboeuf, M.B.A.  
Asset Manager, Eastern Canada  
Real Estate Investments

**LICENSEE:**

**ROGERS COMMUNICATIONS PARTNERSHIP**

Per:  
Name:  
Title:



Patrick Dooling  
Vice President  
Finance & Business Development  
Rogers Business Solutions