

AMENDING AGREEMENT

THIS AGREEMENT made as of the 30th day of September, 2011,

B E T W E E N:

DUNDEE PROPERTIES (GP) INC.
(hereinafter called "*Licensor*")

- and -

ROGERS COMMUNICATIONS PARTNERSHIP
(hereinafter called "*Licensee*")

WHEREAS:

- A. By a telecommunications license agreement (the "*License*") dated August 1, 2006 originally between OCP Management Ltd., as licensor, and Telecom Ottawa Limited, as licensee, said licensor licensed to said licensee for a term of five (5) years (the "*Term*"), commencing August 1, 2006 and expiring July 31, 2011, certain space (the "*Licensed Area* ") (as more particularly described in the License) in the building (the "*Building*") municipally known as 150 Metcalfe Street, Ottawa, Ontario;
- B. Licensor is the successor in interest to the licensor named in the License;
- C. Licensee is the successor to the licensee named in the License; and
- D. The parties have agreed to extend the Term of the License for a further period of five (5) years, commencing August 1, 2011 and expiring July 31, 2016, and to amend certain other provisions of the License.

NOW THEREFORE this agreement witnesses that in consideration of the covenants and agreements herein contained the parties hereto covenant and agree with each other as follows:

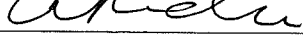
1. **Interpretation:** The recitals are true in fact and in substance. Except as otherwise expressly provided in this Agreement the terms used herein shall have the meanings attributed to them in the License. Terms defined herein, including in the recitals, will be incorporated by reference into the License unless there is something in the subject matter or context inconsistent therewith.
2. **Extended Term:** The Term of the License shall be and is hereby extended for a further period of five (5) years (the "*Extended Term*"), commencing on August 1, 2011 and expiring on July 31, 2016. Licensee shall have one (1) further right to extend as set out in Section 13 of the License.
3. **License Fee:** For the Extended Term, Licensee shall pay to Licensor the annual License Fee plus harmonized sales taxes, in the manner and as provided in the License. For and during the first year of the Extended Term, the annual License Fee shall be \$1,200.00 per annum plus applicable taxes. The annual License Fee shall automatically increase each year of the Extended Term by the greater of the following amounts, calculated on a cumulative basis per year:
 - (a) 3%, and
 - (b) the percentage increase in the Consumer's Price Index (All Items – Toronto) over the previous year.

4. **Notices:** The License is amended such that the address for notice of the Licensor is deleted and replaced with the following:
Licensor: c/o Dundee Realty Management Corp.
State Street Financial Centre
30 Adelaide Street East, Suite 1600
Toronto, Ontario M5C 3H1
5. **Ratification of License:** Except as herein provided, the terms and conditions of the License shall continue in full force and effect and the License as extended and amended herein is hereby ratified and affirmed by each of Licensor and Licensee and shall be binding upon the parties hereto and their respective successors and permitted assigns.
6. **General:** Time, in all respects, shall remain of the essence. The section headings in this Agreement have been inserted for convenience of reference only and shall not be referred to in the interpretation of this Agreement nor the License. This Agreement shall be interpreted according to and governed by the laws having application in the Province of Ontario.
7. **Status of Manager:** Licensee acknowledges that Dundee Realty Management Corp. (the "**Manager**") has executed this Agreement solely in its representative capacity as property manager for Licensor and the Manager shall have no personal liability under the provisions of this Agreement. Subject to the foregoing, the Manager shall represent and act for and on behalf of Licensor for all purposes of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.


LICENSOR:

**DUNDEE PROPERTIES (GP) INC., By its Manager,
DUNDEE REALTY MANAGEMENT CORP.**

Per: 
Name: Ana Radic
Title: Senior President, Eastern Region
I have authority to bind the Corporation.

LICENSEE:

ROGERS COMMUNICATIONS PARTNERSHIP

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