

TELECOMMUNICATIONS LICENSE AGREEMENT AMENDMENT AGREEMENT

THIS TELECOMMUNICATIONS LICENSE AGREEMENT AMENDMENT AGREEMENT dated the 30th day of October, 2011

BETWEEN:

PENSIONFUND REALTY LIMITED
a company incorporated under the laws of the Province of Ontario
(the "Licensor")

AND:

ROGERS COMMUNICATIONS INC. and FIDO SOLUTIONS INC. carrying on business in partnership as ROGERS COMMUNICATIONS PARTNERSHIP
a general partnership existing under the laws of the Province of Ontario
(the "Licensee")

None

WHEREAS:

- A. By a telecommunications license agreement dated the 18th day of December, 2006, (the "License") Pensionfund Realty Limited and Telesat Canada, predecessor in title to the Licensor, licensed to Telecom Ottawa Limited for and during a term of 5 years, expiring on the 29th day of February, 2012, certain premises as more particularly described in the Agreement, located at 1601 Telesat Court, in the City of Ottawa, in the Province of Ontario.
- B. By a letter of assignment dated the 11th day of April, 2008, Telecom Ottawa Limited was sold to Atria Networks LP, whose general partner at that time was Birch Hill Telecom G.P. Corp. but has since changed to 2117547 Ontario Inc.
- C. By a general conveyance agreement dated the 1st of September, 2011, Atria Networks LP by its general partner 2117547 Ontario Inc. was wound up into Rogers Communications Partnership (the said telecommunications license agreement, the letter of assignment and the general conveyance agreement hereinafter collectively called the "License").
- D. Capitalized terms used in this agreement have the same meanings as are respectively ascribed thereto in the License, except as herein otherwise expressly provided.
- E. The parties hereto desire to amend certain provisions of the License:

NOW THEREFORE THIS TELECOMMUNICATIONS LICENSE AGREEMENT AMENDMENT AGREEMENT WITNESSES that in consideration of the sum of \$10.00 now paid by each party hereto to the other (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree that the License be and the same is hereby amended effective the 1st day of March, 2012 (the "Effective Date") as follows:

1. Section 3.2 Option to Renew is hereby deleted and the following is substituted therefor:

“3.2 Option to Renew Provided that the Licensee is not in default under this Agreement, the Licensee shall have an option to renew and extend this Agreement for one (1) period of three (3) years (the "Renewal Term"), upon the Licensee providing at least six (6) months written notice to the Licensor. The Renewal Term shall be on the same terms and conditions as contained in this Agreement, except that the Licensee Fee shall be agreed to by the parties in writing based on the prevailing market rates for similar Equipment Rooms in similar buildings and the Renewal Term shall not be contain any further option to renew. Where the parties are unable to agree on the License Fee payable during a Renewal Term prior to the

expiration of the Term or a Renewal Term, as the case may be, the matter in dispute shall be determined by a single arbitrator under provincial arbitration legislation.”

2. Sub-section 12.1 (b) Notices is hereby deleted and the following is substituted therefor:

“(b) If to the Licensee:

100 Maple Grove Rd.
Ottawa, ON K2V 1B8

TELEPHONE: 613.225.4631
FAX NUMBER: 613-225-0636

Attention: Access Coordinator, Contract Management”

3. The wording under the title of SCHEDULE F is hereby deleted and the following is substituted therefor:

“TERM

The Term of this Agreement is for 8 years commencing on the Commencement Date.

Commencement Date is March 1, 2007.”

4. SCHEDULE G is hereby amended by deleting LICENSE FEE, and substituting therefor the following:

“LICENSE FEE

March 1st, 2007 to February 29th, 2012

The Licensee shall pay to the Licensor an annual License Fee in the amount of \$600.00 plus GST. The License Fee shall be payable on the Commencement Date and on each anniversary thereof during the Term.

March 1st, 2012 to February 28th, 2015

The Licensee shall pay to the Licensor an annual License Fee in the amount of \$660.00 plus GST. The License Fee shall be payable on the Commencement Date and on each anniversary thereof during the Term.

The Licensee shall pay GST as applicable on the License Fee, which GST shall be paid at the time the License Fee is payable. The Licensor’s GST registration number is 121956932.”

License Remains in Force - Except with respect to the amendments contained herein, all other terms and conditions contained in the License shall remain unamended and in full force and effect.

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Binding Effect - This agreement shall endure to the benefit of and be binding upon the successors and assigns of the Licensors and the heirs, executors and administrators and the permitted successors and assigns of the Licensee.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written.

APPROVAL		
BRANCH	HT	brs
H.O.		

LICENSOR:
PENSIONFUND REALTY LIMITED
by its agent **Morguard Investments Limited**

By: 

Name: Arthur K. Tallis
Title: Authorized Signatory c/s

By: 

Name: Bernard Myers
Title: Authorized Signatory

We have authority to bind the corporation

LICENSEE:
ROGERS COMMUNICATIONS INC.

WITNESS to signature of Licensee:

Signature: _____

By: 

Name: SVP, RBS
Title: c/s

Address: _____

By: 

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

Occupation: _____

I/We have authority to bind the corporation

LICENSEE:
FIDO SOLUTIONS INC.

WITNESS to signature of Licensee:

Signature: _____

By: 

Name: SVP, RBS
Title: c/s

Address: _____

By: 

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

Occupation: _____

I/We have authority to bind the corporation

We are all of the partners in the partnership and we have authority to bind the partnership