

**AMENDMENT TO TELECOMMUNICATION AND BUILDING ACCESS LICENSE**

This Amendment is made as of the 1<sup>st</sup> day of June, 2011.

Between:

**KANATA RESEARCH PARK CORPORATION**

(the "Licensor")

- and -

**BELL CANADA**

(the "Licensee")

**Recitals:**

- A. The Licensor and Licensee entered into a Telecommunication and Building Access License dated April 10, 2008 (the "**License**"), for the provision of the Licensee's Services to tenants in buildings owned by the Licensor as described in Schedule "A" to the License; and
- B. The Licensee wishes to also provide Licensee Services in the buildings municipally known as 390 March Road (formerly 360 Legget Drive), 400 March Road, 340 Legget Drive and 350 Legget Drive (the "**Additional Buildings**");

NOW THEREFORE in consideration of the mutual rights and obligations herein expressed, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree to amend the License as follows:


1. The Licensor grants the Licensee the non-exclusive right to provide the Licensee Services in the Additional Buildings, commencing June 1, 2011 until the expiry of the Term, or earlier termination as provided for in Schedule "E" to the License.
2. Schedule "A1" (Description of Lands of Additional Buildings) shall be added and form an integral part of the License.
3. The attached Schedule "B1" (Description of POP Space at the Additional Buildings) shall be added and form an integral part of the License.
4. The attached Schedule "F1" (POP Space and POP Space Fee for the Additional Buildings) shall be added and form an integral part of the License.

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- 5. All other terms and conditions of the License shall apply to the Additional Buildings, and all references to the Building and Lands in the License shall include the Additional Buildings and its lands.
- 6. The parties acknowledge and agree that all references in the License to GST shall be substituted with HST.
- 7. Save and except as modified or set out herein, all capitalized terms and phrases used in this amendment shall have the same meaning as set out in the License.

The parties hereto have executed this License as of the day and year first above written.

KANATA RESEARCH PARK CORPORATION  
Licensor 

Per:   
President  
I am authorized to bind the Licensor.

BELL CANADA  
Licensee 

Per:   
Name  
Title: SENIOR ASSET MANAGER  
I am authorized to bind the Licensee.

**Schedule "A1"**

**DESCRIPTION OF LANDS OF ADDITIONAL BUILDINGS**

**390 March Road (formerly 360 Legget Drive),  
400 March Road, 340 Legget Drive and 350 Legget Drive**

PIN 04517-0560 Block 26, Plan 4M-280

PIN 04517-0561 Block 27, Plan 4M-280

PIN 04517-0562 Block 28, Plan 4M-280

PIN 04517-0890 Block 8, Plan 4M-280, save and except Parts 19 and 20 on Plan 4R-11340

PIN 04517-0666 Block 25, Plan 4M-280, save and except Parts 17 and 18 on Plan 4R-11340

PIN 04517-0644 Block 9, Plan 4M-280 save and except Parts 1, 2 and 3 on Plan 4R-11713

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**Schedule "B1"**

**DESCRIPTION OF POP SPACE LOCATION AT ADDITIONAL BUILDINGS**

**Drawings of Deemed Areas within POP Rooms to be provided by Licensee, approval of which is hereby acknowledged by each of the Licensor and the Licensee by their respective execution hereof, and attached hereto as Schedule "B1".**

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*Handwritten mark or signature.*



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**Schedule "F1"****POP SPACE AND POP SPACE FEE FOR ADDITIONAL BUILDINGS**

1. The POP Space at each of the Additional Buildings consists of the square footage as identified on Schedule "B1" attached hereto, totaling Four Hundred and Sixty-Three (463) sq. ft.
2. The annual POP Space Fee is calculated based on the square feet of the MDU POP Space of 358 sq. ft. multiplied by Twenty-Five Dollars (\$25.00) per square foot, per annum, gross, for a total of Eight Thousand Nine Hundred and Fifty Dollars (\$8,950.00) plus HST, for the Additional Buildings. The parties agree that such fee is consistent with the amount which would be charged for alternate use of the POP Space, taking into account the location and amount of such space. The Licensor's HST number is 869522334RT001.
3. The Licensee agrees to pay the Licensor, in advance, commencing on June 1, 2011 and ending on May 31, 2012:
  - (a) a total POP Space Fee of Eight Thousand Nine Hundred and Fifty Dollars (\$8,950.00), per annum, plus HST; and
  - (b) total hydro costs in the amount of One Thousand and Five Hundred Dollars (\$1,500.00), per annum, plus HST.

Address	License Fee				Hydro		
	MDU	Area SQ FT	Rate	Fees	Demarc	Rate / Demarc	Fees
400 March Road	No	105	\$ -	\$ -	0	\$ 250.00	\$ -
390 March Road	Yes	149	\$ 25.00	\$ 3,725.00	3	\$ 250.00	\$ 750.00
340 Legget Drive	Yes	114	\$ 25.00	\$ 2,850.00	1	\$ 250.00	\$ 250.00
350 Legget Drive	Yes	95	\$ 25.00	\$ 2,375.00	2	\$ 250.00	\$ 500.00
<b>Total</b>		463		\$ 8,950.00	6		\$ 1,500.00

4. In the event any of the Licensor's single-tenant buildings become a MDU, or any of the Licensor's MDU buildings revert to a single-tenant building, then the parties agree to adjust the POP Space Fee accordingly.