

**PLACE DE VILLE II
LICENSE EXTENSION AND AMENDING AGREEMENT**

THIS AGREEMENT made as of May 1, 2013 (the "Effective Date")

BETWEEN:

**BROOKFIELD OFFICE PROPERTIES MANAGEMENT LP
in its capacity as property manager for the Owners
(the "Licensor")**

-and-

**BELL CANADA
(the "Licensee")**

WHEREAS:

- A. Brookfield Properties Management Corporation, in its capacity as property manager for the Owners of the Building, as the licensor and the Licensee entered into a telecommunications license agreement dated May 1, 2008 (the "License Agreement") with respect to the Services provided by the Licensee in the building municipally known as Place de Ville II (which was incorrectly referred to as Place de Ville I in the License Agreement), 320 Queen Street, Ottawa, Ontario (the "Building") for a term expiring April 30, 2013, (the "Term") on the terms and conditions more particularly set out in the License Agreement;
- B. Effective October 1, 2013, Brookfield Office Properties Management LP assumed management of the Building for and on behalf of the Owners.
- C. In accordance with and subject to Section 4 (b) of the License Agreement, the License Agreement automatically renews for three (3) further period of five (5) years on the terms more particularly set out in the License Agreement;
- D. The Licensor and the Licensee have agreed to enter into this Agreement to document the extension of the Term for a period of five (5) years commencing on the Effective Date and to amend the License Agreement as herein provided;

IN CONSIDERATION of the covenants, terms, conditions and agreements between the parties and the sum of two dollars (\$2.00) the receipt and sufficiency of which are hereby acknowledged by one party to the other, the parties agree as follows:

- 1. All capitalized terms and expressions used herein and not otherwise defined shall have the same meaning as prescribed in the License Agreement, unless a contrary intention is expressed in this Agreement.
- 2. As of the Effective Date, the License Agreement shall be amended as follows:
 - (a) by deleting the Information Page and replacing it with Exhibit "1" attached hereto;
 - (b) by deleting Schedules "B", "C" and "D" in their entirety.
- 3. The Licensee represents and warrants that it has the right, full power and authority to extend the Term and amend the License Agreement as provided in this Agreement.
- 4. The Licensee acknowledges that: (a) it has no claims, defences or set-offs against the Licensor arising under the License Agreement and hereby waives any previous claims, defences or set-offs which may have been made or asserted by it; and (b) the Licensor is not in default under any terms of the License Agreement nor has any event occurred which, with the passage of time or giving of such notice, or both, will constitute a default under the License Agreement.
- 5. The parties confirm that in all other respects, the terms, covenants and conditions of the License Agreement remain unchanged and in full force and effect, except as modified by this Agreement.

6. This Agreement shall enure to the benefit of the Licensor and its successors and assigns and shall be binding on each of the other parties hereto and each of their respective heirs, executors, administrators and permitted successors and permitted assigns.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement as of the date first set out above.

**BROOKFIELD OFFICE PROPERTIES MANAGEMENT
LP by its sole general partner BROOKFIELD OFFICE
PROPERTIES MANAGEMENT CORPORATION**
In its capacity as property manager for the Owners
(Licensor)

Per: _____
Authorized Signature

Per: _____
Authorized Signature

I/We have authority to bind the corporation

BELL CANADA
(Licensee)

Per: _____
Authorized Signature

Per: _____
Authorized Signature

I/We have authority to bind the corporation

Exhibit "1"

INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT made as of the 1st day of May, 2008 as amended by a license extension and amending agreement made as of the 1st day of May, 2013 between **BROOKFIELD OFFICE PROPERTIES MANAGEMENT LP in its capacity as property manager for the Owner(s)** as the Licensor and **BELL CANADA** as the Licensee. The information is as follows:

Building: The office building municipally known as Place de Ville II, 320 Queen Street, in the City of Ottawa, and the Province of Ontario.

Floor Area of Deemed Area: 1,595 square feet comprised of: (i) a main telephone room containing 1,173 square feet (being Room 117a) and (ii) a main telephone room containing 422 square feet (being Room 117b).

Commencement Date: Original Term: May 1, 2008.

Extended Term: May 1, 2013

License Fee: during the Extended Term, an annual sum of Forty-Three Thousand Two Hundred and Twenty-Four Dollars and Fifty Dollars (\$43,224.50) calculated based on the annual rate of Twenty-Seven Dollars and Ten Cents (\$27.10) per square foot of the floor area of the Deemed Area and Recoverable Costs. The floor area of the Deemed Area is estimated to be 1,595 square feet. The exact measurement of the Deemed Area may be verified by an architect or surveyor employed by the Licensor for that purpose and upon verification, an adjustment of the License Fee and the floor area will be made retroactively to the Extended Term Commencement Date.

Notices: **Licensor:**
c/o Brookfield Office Properties Management LP
181 Bay Street, Suite 220
Toronto, Ontario M5J 2T3
Attention: V.P. Operations

Licensee:
Nexacor Realty Management Inc.
87 Ontario Street, Suite 200
Montreal, QC H2X 0A7
Attention: Director, Realty Transactions
and Director, Lease Administration

Fax: (514) 840-8404

with a copy to:
Bell Canada
Real Estate Services
1 Carrefour Alexander-Graham-Bell
Building A, 7th Floor
Verdun, Quebec H3E 3B3
Regional Manager, Strategic Asset Planning
Fax: (514) 391-7990

Prime Rate Reference Bank: The Toronto Dominion Bank.

Renewal Term(s): Two (2) period(s) of Five (5) years.

Original Term: The period starting on the Commencement Date, and ending on April 30, 2013.

Extended Term: The period starting on the Extended Term Commencement Date, and ending on April 30, 2018.