

LICENSE ASSIGNMENT & AMENDING AGREEMENT

THIS AGREEMENT made as of the 18th day of November, 2009.

BETWEEN:

ASPEN VIEW REGIONAL DIVISION NO. 19 ("Aspen View")

- and -

NORTHGATE INDUSTRIES LTD. ("Northgate")

- and -

BELL CANADA formerly known as **BELL WEST INC.** (the "Operator")

WHEREAS:

- A.** By a Point of Presence License Agreement made in writing as of the August 10th, 2004, between Aspen View Regional Division No 19 and Bell Canada, formerly know as Bell West Inc. (herein referred to as the "Original Agreement"), Aspen View granted to the Operator a license to install, operate, maintain, repair, and replace certain communications equipment in the Aspen View's building located in the Newbrook School, County of Thorchild No. 7 (Newbrook), Alberta (the "Building").
- B.** Northgate is the successor to Aspen View in title to the Building and the Original Agreement
- C.** The said Original Agreement as the same may have been subsequently amended is hereinafter referred to as the "Agreement".
- D.** The Original Agreement contains an option for the Operator to renew/extend the term for three (3) further periods of five (5) years from the November 1st, 2009, without notice, on the terms set out therein.
- E.** The capitalized terms used in this Agreement and not defined in this Agreement shall be given the meaning given to them in the Original Agreement.
- I.** The parties hereto have mutually agreed to amend the provisions of the Original Agreement and extend the Term thereof.

NOW THEREFORE in consideration of the Tenant's option and the mutual covenants and agreements herein contained, the Landlord and the Tenant have agreed as follows:

- 1. With this Agreement, Aspen View and the Operator mutually agree to assign the Agreement to Northgate as the new owner.

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2. The term of the Agreement is hereby renewed/extended for a further term of five (5) years (the "Extended Term") commencing on November 1st, 2009 (the "Extended Term Commencement") and ending on the 31st day of October 31st, 2014 (the "Extended Term Expiry").
3. From and after the Extended Term Commencement, the annual fee payable shall be pursuant to Article 3, Rent and GST, of the Original Agreement. The Owners GST number is changed to read **103928933RT0001**.
4. There shall be two further options for the Operator to extend the Term for five (5) years each as outlined in Article 2. Term, of the Original Agreement.
5. Schedule B, Identification of the Building, is hereby deleted in its entirety and replaced with attached Schedule B.
6. Those portions of the Building as identified in Schedule B are accepted in their "as is" condition.
7. The Operator shall hold those portions of the Building as identified Schedule B for the Extended Term subject to the terms and conditions of the Original Agreement as the Original Agreement is hereby amended and renewed/extended.
8. Except as herein expressly provided, amended or varied, each and every one of the terms and conditions of the Original Agreement is hereby ratified and confirmed to continue in full force and effect and on its original terms, conditions and provisos.
9. This Agreement will enure to the benefit of and be binding upon each of the parties hereto and to their respective heirs, executors, administrators, successors and permitted assigns.
10. The laws of the Province of Alberta and the laws of Canada applicable will govern this Agreement in all respects therein.
11. In the event of any inconsistency between any of the terms and conditions hereof and any of the terms and conditions of the Original Agreement, the terms and conditions hereof shall govern and prevail.


IN WITNESS of the agreements herein contained, the parties hereto have executed this Agreement as of the date first written above.

**ASPEN VIEW REGIONAL DIVISION
No. 19**

Per: 

Name: PAUL PONICH

Title: BOARD CHAIR

Per: 

Name: DAVE HOLLER

Title: DIR. OF BUS. SERVICES

I/we have the authority to bind the corporation

NORTHGATE INDUSTRIES LTD.

Per: 

Name: SID BRAAKSMA

Title: President

I/we have the authority to bind the corporation


Contact Address: 12345 - 121 Street (Yellowhead Trail), Edmonton, Alberta T5L 4Y7

Attention: Sid Braaksma

Contact Telephone: 780-448-9224

Contact Facsimile: 780-454-7900

Operator: **BELL CANADA, Formerly known as Bell West Inc.**

Per: 

Name: Derek Weiss

Title: Regional Mgr., Asset Management

I/we have the authority to bind the corporation

Contact Address: C/o AXIA SuperNet Ltd., 3300, 450 1st Street S.W., Calgary, Alberta T2P 5H1

Attention: Facilities, Outside Plant, Wireless

SuperNet Security Services

Contact Telephone: 403 538 4061

Contact Facsimile: 403-538-4027

Courtesy Copy to Bell Legal: 403-410-8978

SCHEDULE "B"

IDENTIFICATION OF THE BUILDING

former NEWBROOK SCHOOL, NEWBROOK AB

Site Description and sketch:

LEGAL DESCRIPTION

PLAN 7300KS

LOT A

ATS REFERENCE: 4;20;62;4;SW

MUNICIPALITY: COUNTY OF THORCHILD No. 7

