

LICENSE AMENDING AGREEMENT

THIS AGREEMENT is made as of the 1st day of December, 2009.

BETWEEN:

BHMC CANADA, INC.

and

BELL CANADA

(the "Licensor")

(the "Licensee")

BACKGROUND TO THIS LICENSE AMENDING AGREEMENT

- A. By an agreement dated the 12th day of November, 1999 between BHMC Canada, Inc., as Licensor and Bell Canada, as Licensee (the "License Agreement") in respect of a certain building located at 3450 Dufferin Avenue, Toronto (the "Building") the Licensee was granted a license to install, maintain and operate a camera facility and related facilities on the roof of the Building as set out in the License Agreement, for a term of five (5) years on the terms set out in the License Agreement.
- B. Pursuant to Section 4 of the License Agreement, the Licensee exercised its first option to renew the License Agreement by letter dated October 6, 2004 and the term of the License was extended from December 1, 2004 up to and including November 30, 2009.
- C. Pursuant to Section 4 of the License Agreement, the Licensee has exercised its second option to renew the License Agreement for a further term of five (5) years from December 1, 2009 up to and including November 30, 2014 and the Licensor and the Licensee have agreed upon the license fee payable and other terms respecting such extension.

NOW, THEREFORE, that in the consideration of the sum of TWO DOLLARS (\$2.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Licensor and the Licensee agree as follows:

- 1. The License Agreement as it is being amended and extended as described above, is referred to in this License Amending Agreement as the "License Agreement".
- 2. The Term of the License has been extended for five (5) years for the period December 1, 2009 up to and including November 30, 2014.

3. The Licensee shall pay to the Licensor during the Term an annual license fee (the "License Fee") of Six Thousand, Three Hundred and Ninety-Four Dollars and Fifty Cents (\$6,394.50). The License Fee and any applicable taxes including the Goods and Services Tax and any provincial sales taxes shall be paid annually in advance on the 1st day of December in each and every year during the Term.
4. Any notice provisions contained in the License Agreement shall be deleted and replaced as follows:

Every notice required or permitted to be given hereunder shall, save as otherwise hereinbefore specifically provided, be in writing to the party for whom it is intended, delivered personally or by prepaid registered mail or by telecopier with a copy sent by mail at the following address:

to the Licensor: BHMC Canada, Inc.
c/o Holiday Inn Yorkdale
3450 Dufferin St.
Toronto, Ontario M6A 2V1
Attention: Controller
Telecopier: (416) 785-6845

BHR Canada Tenant Company
c/o FelCor Lodging Trust Incorporated
545 E. John Carpenter Fwy., Suite 1300
Irving, Texas, USA 75062
Attention: General Counsel
Telecopier: (972) 444-4949

to the Licensor: NEXACOR Realty Management Inc.
87 Ontario Street West, 2nd Floor,
Montreal, PQ
H2X 1Y8

Attention: Director, Realty Transactions and Director, Lease Administration

Telecopier: Fax (514) 840-8404

With a copy to: BELL CANADA
Real Estate Services
1 Carrefour Alexander Graham Bell
Building A, 6th Floor
Verdun, Quebec
H3E 3B3

Attention: Regional Manager, Strategic Asset Planning

Telecopier: (514) 391-7990

The date of receipt of any such notice shall, if delivered personally or by messenger, be the date of delivery or on expiration of the fifth (5th) day following the day of which such mailing was effected, except in the case of postal interruption when personal service only shall be effective, or if sent by telecopier, the first (1st) business day after sending thereof. Any party may from time to time change its address, telecopier number and/or name of the person indicated as addressee by notice to the other party given as hereinbefore set forth.

5. The Licensee agrees that it shall not register this License Amending Agreement.
6. Except as specifically amended by the terms, covenants and agreements of this License Amending Agreement, all covenants, conditions and agreements as reserved and contained in the License Agreement, are hereby ratified and confirmed, including the Licensee's right to one (1) further option to renew the License for five (5) years as set out in Section 4 of the License Agreement. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this License Amending Agreement.
7. The remaining terms and conditions of the License Agreement shall remain in full force and effect, unamended.
8. This License Amending Agreement shall enure to and be binding upon the parties and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Licensor and the Licensee have executed this License Amending Agreement.

BHMC CANADA, INC.

Per:

Name:

Title: FINANCIAL CONTROLLER
HOLIDAY INN TORONTO YORKDALE

I have authority to bind the Corporation

BELL CANADA

Per:

Name:

Title: Regional Manager, Strategic Asset Planning

I have authority to bind the Corporation