



TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT is dated August 1, 2010 and is between **Cambridge Corporate Centre (Jamieson) Ltd.** ("Licensor") and **Atria Networks LP** ("Licensee").

Licensee Address and Contact Information: Atria Networks LP 100 Maple Grove Rd. Ottawa, ON K2V 1B8 Attn: Access Coordinator, Contract Management Tel: (613) 225-4631 Fax: (613) 225-0636	Licensor Address and Contact Information: Cambridge Corporate Centre (Jamieson) Ltd. c/o KingSett Capital Inc. Suite 3140, TD Canada Trust Tower, 161 Bay Street Brookfield Place Toronto, Ontario M5J 2S1 Attn: William (Bill) Logar Tel: (416) 304-7803 Fax: (416) 842-1750
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DEFINITIONS

In this Agreement the following definitions apply:

"Buildings": means the buildings municipally known as 600 Jamieson Parkway, Cambridge, Ontario and 650 Jamieson Parkway, Cambridge, Ontario (which are sometimes hereinafter individually referred to as the **"600 Jamieson Building"** and the **"650 Jamieson Building"**), and **"Building"** means one of the Buildings.

"Communications Equipment": means the communications equipment of the Licensee and its affiliates including, without limitation, cabinets, cabling, racks, service distribution box, electronic equipment and other similar equipment, as more particularly described in the attached Schedule C.

"Connecting Equipment": means the cables, conduits, inner ducts and connecting hardware of the Licensee that is connected to the Communications Equipment, as more particularly described in the attached Schedule D.

"Licensee's Equipment": means, collectively, the Communications Equipment and the Connecting Equipment.

"Entrance Cables": means, collectively, the cable previously installed by the Licensee that connects the Licensee's telecommunications network from the property line of the Land to the Licensee's Equipment in the 650 Jamieson Building, the cable to be installed by the Licensee as an extension thereof from the 650 Jamieson Building to the Licensee's Equipment in the 600 Jamieson Building and any other similar cables which are installed in the future to service tenants of the Property with the approval of the Licensor pursuant to "Installation Terms" (of the type referred to in the recitals to this Agreement) or similar written provisions.

"Entrance Links": means the core sleeve penetrations through the foundations of the Buildings.

provided that such access shall only be upon reasonable prior notice to the Licensor or its property manager, who shall enable such access through a "lock box" at each of the Buildings.

- (d) To use the Licensed Areas for the purpose of providing telecommunications services to the customers in the Buildings.
2. The installation requirements may include:
- i) 4' X 4' wall space (3' – 0' minimum from finished floor) to place wall mount patch panel / cabinet;
 - ii) 120 VAC / 15 amp circuit with 4 outlets installed in the panel by a qualified electrician (this and all other costs will be borne by the Licensee).
3. The term of this Agreement (the "Term") shall commence on April 15, 2008 and shall continue for a period of five (5) years. The Licensee shall have the option to extend the Term for two (2) consecutive periods of five (5) years each (each of which is a "Renewal Term"), upon the Licensee providing not less than six (6) months prior written notice to the Licensor in respect of each Renewal Term, subject to the same terms and conditions, provided that in each Renewal Term the Licensor shall, subject to the requirements of the Canadian Radio-television Telecommunications Commission (the "CRTC"), have the right to terminate this Agreement by giving the Licensee not less than one (1) year's written notice.
4. The Licensee, at its own expense, shall install the Licensee's Equipment, Entrance Cables and Entrance Links (or any changes thereto) only in accordance with drawings and specifications prepared by it and submitted to the Licensor for approval prior to installation, provided that such approval shall not be unreasonably withheld or delayed. The Licensee shall provide "as built" drawings to the Licensor upon completion of each installation or change thereto. The Licensee shall complete all construction in a good and workmanlike manner, in accordance with all governmental requirements, the best engineering standards, and in full compliance with all requirements and conditions pertaining to building permits, user permits and operating permits. All work and all design and operation shall be consistent with the requirements of occupational health and safety legislation, safety codes and environmental related requirements and regulations. The Licensee, at its own expense, shall operate, maintain, repair and replace any installed item.
5. The Licensee acknowledges having inspected the Equipment Rooms and the Communications Spaces and accepts the same "as is" with no other building facilities beyond those in existence at this time and agrees that the Licensor is under no obligation to perform any work or provide any materials to prepare the Equipment Rooms, the Communications Spaces or the Buildings for the Licensee.
6. The Licensor represents and warrants that it has all necessary right, title and interest in and to the Property to grant the rights granted to the Licensee herein. Nothing in this Agreement shall prohibit or otherwise restrict the Licensor and its representatives from having access to the Equipment Rooms, Communications Spaces or any other portions of the Licensed Areas.
7. The Licensee hereby releases the Licensor from, and shall indemnify and save it harmless from and against, all losses, suits, claims, damages or expenses, arising out of, from or by reason of, the installation, operation, maintenance, repair or removal of the Licensee's Equipment, the Entrance Cables and the Entrance Links in or from the Property, save and except any loss, suit, claim, damage or expense resulting from the gross negligence or wilful misconduct of the Licensor or those for whom it is in law responsible. The Licensor acknowledges and agrees that the Licensee shall not be liable for any environmental contamination of the Buildings which occurred prior to the date on which the Licensee commences installation of the Licensee's Equipment or the Term commences, whichever occurs first.

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17. The Licensor acknowledges that the Licensee is under the jurisdiction of, and subject to regulation by, the CRTC and nothing in this Agreement will be construed so as to interfere with the right and obligation of the Licensee to comply with the applicable legislative and regulatory requirements of the CRTC.
18. Nothing in this Agreement shall be deemed to give the Licensee any property or leasehold interest in the Property or any part thereof. The Licensee shall not be entitled to any fee, charge or compensation whatsoever from the Licensor on account of its installations or operations at the Property, nor shall it be entitled to any lien against the Property in respect thereof. The Licensee shall not be entitled to register notice of this Agreement against title to the Property.
19. This Agreement constitutes the entire agreement between the Licensor and the Licensee with respect to the subject matter hereof and supersedes all prior arrangements and understandings between them, whether written or oral, relative thereto. This Agreement may not be amended or modified except by a written instrument executed by both parties.


IN WITNESS WHEREOF, the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf as of the date first set forth above.


LICENSOR: CAMBRIDGE CORPORATE CENTRE (JAMIESON) LTD.

Per: 
Name: **Jim Hewitt**
Title: **President**

I have authority to bind the Corporation.

LICENSEE: ATRIA NETWORKS LP by its general partner Birch Hill Telecom G.P. Corp.

Per: 
Name: **R. Corley**
Title: **MANAGER Field Operations**

Per: 
Name: **P. DOOLING.**
Title: **CEO.**

I have authority to bind the Corporation which has authority to bind the partnership.



SCHEDULE A

DESCRIPTION OF PROPERTY

Part of PIN 03765-0892 (LT)

Part of Block 3, Plan 58M-223, designated as Parts 1, 2, 3, 4, 5, 11, 12 and 14, Plan 58R-16218, City of Cambridge, Regional Municipality of Waterloo