

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS LICENSE AGREEMENT is dated OCTOBER 5, 2010

<p>Licensee Address and Contact Information:</p> <p>Atria Networks LP 100 Maple Grove Rd. Ottawa, ON K2V 1B8</p> <p>Attn: Access Coordinator, Contract Management Tel: (613) 225-4631 Fax: (613) 225-0636</p>	<p>Licensor Address and Contact Information:</p> <p>2440 Don Reid Inc. c/o Elk Property Management 451 Daly Avenue Ottawa, ON K1N 6H6</p> <p>Attn: Bill Miner Tel: 613-244-1012 Fax:</p>
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DEFINITIONS

In this agreement the following definitions apply:

“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.

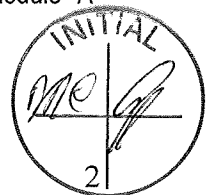
“Entrance Cable”: the Cable installed or to be installed by the Licensee that connects the Licensee’s telecommunications network from the property line of the Land to the Communications Equipment.

“Entrance Link”: means the core sleeve penetration through the foundation of the Building.

“Communications Spaces”: means the electrical, mechanical, communications spaces or other telecommunications pathways in the Building, including Building Risers

“Equipment Room”: means a room or area (often referred to as a point of presence room) which the Licensor shall provide to the Licensee for the purposes of installing the Licensee’s Equipment.

“Licensed Area”: the location of the area or areas in which the Communications Equipment, Connecting Equipment and Equipment Room are located in the Building and on the property legally described in the attached Schedule “A” (“the Property”).



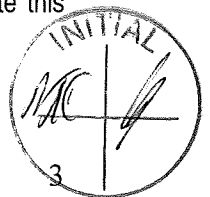
TELECOMMUNICATIONS LICENSE AGREEMENT

This Telecommunications License Agreement is between **2440 Don Reid Inc.** ("Licensor") and **Atria Networks LP** ("Licensee").

WHEREAS The Licensee wishes to gain access to the property located at 2440 Don Reid Road ("the Building"), owned by the Licensor for the purpose of installing and operating equipment to provide telecommunications services to tenants and occupants in the Building at their request.

AND WHEREAS the Licensor grants to the Licensee for the Term, this non-exclusive license, subject to the following terms and conditions:

1. Grant
 - (a) To install, operate, maintain, repair, improve and replace at the Licensee's sole expense and risk, the Communications Equipment (as specified in Schedule C)
 - (b) To install, operate, maintain, repair, improve and replace at the Licensee's sole expense and risk, the Connecting Equipment (as specified in Schedule D), together with the right to use the Entrance Link and Communications Spaces to pull the Connecting Equipment through the Property's Entrance Link and through the Communications Spaces as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's customers, as required by the Licensee's customers in the Building. The Licensee's Communications Equipment and Licensee's Connecting Equipment are collectively referred to in this Agreement as the "Licensee's Equipment".
 - (c) To access the Licensed Area twenty-four (24) hours a days, seven (7) days a week for the purpose of installing, operating, maintaining, repairing and removing the Licensee's Equipment subject to the terms of this Agreement and in accordance with the Licensor's standard rules and reasonable security requirements, as set out in Schedule B.
 - (d) To use the Equipment Room and Licensed Area for the purpose of providing telecommunications services to the customers in the Building.
 - (e) 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 cost will be born by Atria Networks).
2. The Licensee shall pay to the Licensor an annual License Fee as outlined on schedule E. The License Fee shall be payable on the Commencement Date and on each anniversary thereof during the Term.
3. The term of this Agreement, and the rights granted herein, shall be effective on **June 1, 2010** and shall continue for a period of five (5) years. Following the first year of the term, either party may terminate this



15. This Agreement and the rights hereunder may not be transferred or assigned by the Licensee without the written consent of the Licensor, provided that the Licensee may assign this Agreement to an affiliate of the Licensee, as defined in the *Canadian Business Corporations Act*, upon written notice to the Licensor. This agreement shall enure to the benefit of, and be binding upon the parties and their respective successors and assigns, heirs and personal representatives.
16. The Licensor acknowledges that the Licensee is under the jurisdiction of, and subject to regulation by the Canadian Radio Television and Telecommunications Commission (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.
17. This License constitutes the entire agreement between the Licensor and the Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matters thereof. The License 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:

2440 Don Reid Inc.

Per: 

Name: GEORGE GATY
Title: PRESIDENT

Per: _____

Name:
Title:

I have authority to bind the Corporation.

LICENSEE:

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

Per: 

Name: P. DOOLING
Title: CFO

Per: 

Name: Robert Corney
Title: Manager Field Operations

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

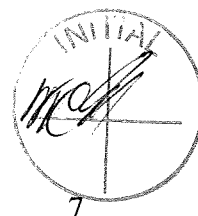


SCHEDULE A

DESCRIPTION OF PROPERTY

Part of Lots A and 1, Concession 4, Rideau Front, being Part 1 on Reference Plan 5R-13401, formerly in the Township of Gloucester, now in the Regional Municipality of Ottawa-Carleton.

Being the whole of PIN 04741-0033 (LT).



SCHEDULE E

LICENSE FEE

The Licensee shall pay to the Licensor an annual License Fee in the amount of \$500.00 plus HST. The License Fee shall be payable on the Commencement Date and on each anniversary thereof during the Term.

INITIAL
SMC