

00351310

TELECOMMUNICATIONS LICENCE AGREEMENT AMENDMENT AGREEMENT

THIS TELECOMMUNICATIONS LICENCE AGREEMENT AMENDMENT AGREEMENT dated the 22nd day of March, 2010

BETWEEN: **MORGUARD REAL ESTATE INVESTMENT TRUST**

(the "Licensor")

OF THE FIRST PART

AND: **ATRIA NETWORKS LP**

a limited partnership registered in the Province of Ontario, by its general partner **BIRCH HILL TELECOM G.P. CORP** a company incorporated under the laws of the Province of Ontario

(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. By a telecommunications licence agreement dated the 30th day of June, 2005, the Licensor licensed to Telecom Ottawa Limited for and during a term of 5 years, expiring on the 7th day of July, 2010, certain premises as more particularly described in the said licence, located at 955 Green Valley Crescent, in the City of Ottawa, in the Province of Ontario.
- B. By a letter of assignment dated the 11th day of April, 2008 Telecom Ottawa Limited was sold to Atria Networks Limited L.P. by its general partner Birch Hill Telecom G.P. Corp (the said telecommunications licence agreement, and letter of assignment hereinafter collectively called the "Licence").
- C. Capitalized terms used in this agreement have the same meanings as are respectively ascribed thereto in the Licence, except as herein otherwise expressly provided.
- D. The parties hereto desire to amend certain provisions of the Licence:

NOW THEREFORE THIS TELECOMMUNICATION LICENCE AGREEMENT AMENDMENT AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars (\$10.00) now paid by each party hereto to the other (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree that the Licence be and the same is hereby amended effective the 8th day of July, 2010 (the "Effective Date") as follows:

- 1. Section 3.2 Option to Renew of Article 3 is hereby deleted and the following is substituted therefor:

"3.2 Option to Renew Provided that the Licensee is not in default under this Agreement, the Licensee shall have options to renew and extend this Agreement for one (1) consecutive period of three (3) years (Renewal Term)", upon the Licensee providing at least six (6) months written notice to the Licensor. The Renewal Term shall be on the same terms and conditions as contained in this Agreement, except that the License Fee shall be agreed to by the parties in writing based on the prevailing market rates for similar Equipment Rooms in similar buildings. Where the parties are unable to agree to the Licence Fee payable during the Renewal Term prior to the expiration of the Term, the matter is dispute shall be determined by a single arbitrator appointed under provincial arbitration legislation."

- 2. The final two lines of Schedule F are hereby deleted and the following is substituted therefor:

"The Term of this Agreement is for eight (8) years commencing on the Commencement Date.

Commencement Date is July 8, 2005."

3. The first paragraph of schedule G is hereby amended by adding the following:

"From: July 8, 2010 To: July 7, 2013 the Licensee shall pay to the Licensor an annual Licence fee in the amount of \$600.00 plus applicable taxes. The Licence fee shall be due and payable on the anniversary of the Commencement Date."

Limitation of Recourse - The parties acknowledge and agree that, if the Licensor is Morguard Real Estate Investment Trust ("MREIT"), the obligations of MREIT hereunder and under all documents delivered pursuant hereto (and all documents to which this document may be pursuant) or which give effect to, or amend or supplement, the terms of the Licence or this agreement, as the case may be, are not personally binding upon any trustee thereof, any registered or beneficial holder of units (a "Unitholder") or any annuitant under a plan of which a Unitholder acts as a trustee or carrier, or any officers, employees or agents of MREIT and resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the foregoing or the private property of any of the foregoing, but the Project only shall be bound by such obligations and recourse or satisfaction may only be sought from the revenue of the Project.

Licence Remains in Force - Except with respect to the amendments contained herein, all other terms and conditions contained in the Licence shall remain unamended and in full force and effect.

Binding Effect - This agreement shall enure to the benefit of and be binding upon the successors and assigns of the Licensor and the heirs, executors and administrators and the permitted successors and assigns of the Licensee.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written.

LICENSOR:
MORGUARD REAL ESTATE INVESTMENT TRUST
by its agent MORGUARD INVESTMENTS LIMITED

By: [Signature]
Name: Arthur K. Tallis
Title: Authorized Signatory c/s

By: [Signature]
Name: Bernard Myers
Title: Authorized Signatory

APPROVAL		
BRANCH	w.	bw
H.O.		

We have authority to bind the corporation which has authority to bind the trust

LICENSEE:
ATRIA NETWORKS LP by its general partner
BIRCH HILL TELECOM G.P. CORP

By: [Signature]
Name: P. Dooling
Title: CFO c/s

By: [Signature]
Name: Robert Corney
Title: Manager Field Ops

WITNESS to signature of Licensee:

Signature: _____

Print Name: _____

Address: _____

Occupation: _____

I/We have authority to bind the corporation which has authority to bind the partnership