

LICENSE AMENDING AGREEMENT

This Agreement is dated May 4, 2010,

B E T W E E N:

**INVESTORS GROUP TRUST CO. LTD., as Trustee for
INVESTORS REAL PROPERTY FUND
("Licensor")**

OF THE FIRST PART

- and -

**ATRIA NETWORKS LP; and
BIRCH HILL TELECOM G.P. CORP.
(collectively, "Licensee")**

OF THE SECOND PART

WHEREAS by a telecommunication license agreement dated November 22, 2005 ("License Agreement") Licensor granted a license to Telecom Ottawa Limited ("Original Licensee") to provide telecommunication services in the building municipally known as 2 Gurdwara Road, Ottawa, Ontario ("Building") for a term of five (5) years from December 1, 2005 to November 30, 2010, on terms and conditions more particularly set forth therein;

AND WHEREAS by consent to transfer and assignment agreement dated May 1, 2008 between Licensor, Original Licensee and Licensee ("Consent"), Licensor granted its consent to, amongst other things, the assignment of the License Agreement by the Original Licensee to the Licensee, as more particularly set forth therein;

AND WHEREAS the License Agreement and the Consent are hereinafter collectively referred to as the "License";

AND WHEREAS Licensor and Licensee have agreed to amend the License to, amongst other things, extend the term of the License, as more particularly set forth herein.

W I T N E S S that in consideration of the sum of one dollar (\$1.00) now paid by each party to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto do hereby agree as follows:

1. The above recitals are true both in substance and in fact.

2. **Extension of Term**

Licensor and Licensee hereby acknowledge and confirm that they have agreed to extend the term of the License for a further period of five (5) years commencing December 1, 2010 and expiring November 30, 2015 ("Extension Term"), on the same terms and conditions as contained in the Lease, save and except as hereinafter set forth.

3. **License Amendment**

(a) From and after the date hereof the section entitled "Term" on the Data Page of the License shall be amended by deleting therefrom "Five (5) years, starting on the Commencement Date, and expiring on the 30th day of November, 2010" and substituting "Ten (10) years, starting on the Commencement Date and expiring on the 30th day of November, 2015" therewith.

(b) For greater certainty, the provisions of the section entitled "Renewal Periods" on the Data Page of the License remains in full force and effect, providing Licensee with one (1) further option to extend the License for a period of five (5) years upon the expiry of the Extension Term.

4. Except as specifically stated in this Agreement, any expression used in this Agreement has the same meaning as the corresponding expression in the License.

5. The parties hereto shall, at all times hereafter, upon the reasonable request of the other make or procure to be made, done or executed, all such further assurances and to do all such things as may be necessary to give full force and effect to the full intent of this Agreement.

6. The parties hereto hereby acknowledge, confirm and agree that in all other respects the terms of the License are to remain in full force and effect, unchanged and unmodified except in accordance with this Agreement.
7. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
8. Licensee consents to Licensor collecting, using and disclosing the personal information in this Agreement or otherwise collected by or on behalf of Licensor or its agents, affiliates, or service providers, for the purposes of:
- (a) determining the suitability of Licensee, both for the Term and any renewal or extension thereof;
 - (b) taking action for collection of Rent in the event of default by Licensee; and
 - (c) facilitating any pre-authorized payment plan adopted by the parties hereto.

Consent under this Agreement includes consent to the disclosure by Licensor of such information to credit agencies, collection agencies and existing or potential lenders, investors and purchasers.

Licensee also consents to and confirms its authority and that it has all necessary consents to enable the collection, use, and disclosure, as provided in this privacy statement, of personal information about employees of Licensee and other individuals whose personal information is provided to or collected by or on behalf of Licensor in connection with this Agreement.

To the extent Licensor uses a managing agent, consent under this Agreement includes consent for the managing agent to do all such things on behalf of Licensor. Licensor's current managing agent is Bentall Limited Partnership ("Bentall"). Licensee also consents to the terms of Bentall's Privacy Policy, a copy of which is available at www.bentall.com, and to the collection, use and disclosure of personal information in accordance with such privacy policy.

9. The parties hereto shall not be bound pursuant hereto until all parties to this Agreement are in receipt of a fully-executed original of this Agreement.
- 9A. This Agreement is not personally binding upon and resort shall not be had nor shall recourse or satisfaction be sought from the private property of any of the unitholders of Investors Real Property Fund (the "Fund"), trustees, officers, directors, employees or agents of the trustee or manager of the Fund, it being intended and agreed that only the property of the Fund shall be bound by this Agreement.

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10. This Agreement is open for acceptance by Licensee until 4:00 p.m. on Friday, May 14, 2010, after which time, if not executed and delivered by Licensee to Licensor, this Agreement shall, at Licensor's option, become null and void and of no further force or effect and, in such event, the License shall continue in full force and effect, unmodified by this Agreement. Licensor's execution of this Agreement below shall be conclusive evidence of Licensor's acceptance of this Agreement, regardless of the date upon which same is executed by Licensee.

IN WITNESS WHEREOF the parties have executed this Agreement.

EXECUTED BY LICENSEE this 12th day of May, 2010.

**ATRIA NETWORKS LP by its general partner
Birch Hill Telecom G.P. Corp.**
(Licensee)

Per: [Signature] c/s

Per: [Signature]
I/We have the authority to bind the Limited Partnership.

BIRCH HILL TELECOM G.P. CORP.
(Licensee)

Per: [Signature] c/s

Per: [Signature]
I/We have the authority to bind the General Partnership.

ACCEPTED BY LICENSOR this 20 day of May, 2010.

**INVESTORS GROUP TRUST CO. LTD., as Trustee
for INVESTORS REAL PROPERTY FUND**
(Licensor)

Per: [Signature] **Donald J. MacDonald**
ASSISTANT SECRETARY c/s

Per: [Signature]
We have the authority to bind the corporation.
Murray J. Mitchell
Vice President

[Handwritten initials]

[Large handwritten signature]