

1073 TELE

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS-AGREEMENT is made as of the 26th day of August, 2008

BETWEEN:

200 KENT STREET LIMITED
a corporation incorporated under the laws of the Province of Ontario

(the "Licensor")

-and-

ATRIA NETWORKS LP
a limited partnership formed under the laws of the Province of Ontario

(the "Licensee")

PREAMBLE:

- (a) The Licensor is the owner of the Multi-Dwelling Unit building municipally described as **200 Kent Street, Ottawa, Ontario.**
- (b) The Licensor has agreed to grant to the Licensee a license to install, operate, maintain, repair and replace certain communications equipment in the Licensor's building as more particularly described in this Agreement on the terms and conditions set out in this Agreement

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Licensor and the Licensee agree as follows:

ARTICLE 1- DEFINITIONS AND INTERPRETATION

1.1 Definitions In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings, respectively:

"Agreement" means this Agreement and the attached Schedules and all subsequent changes, modifications and amendments to this Agreement and the attached Schedules made in accordance with the provisions of this Agreement.

"Building" means the building owned by the Licensor and located on the Lands.

"Building Risers" means the electrical, mechanical or communications spaces or other pathways in the Building.

"Business Day" means a day other than a Saturday, Sunday and any other day on which the principal commercial banks in the Province of Ontario are not open for business during normal banking hours.

"Commencement Date" means the date on which the Term commences, as provided in the attached Schedule F.

"CRTC" means the Canadian Radio-television and Telecommunications Commission or its successor.

"Communications Equipment" means the communications equipment of the Licensee and its affiliates, including, without limitation, cabinets, racks, electronic equipment and other similar equipment.

13.3 Successors and Assigns. This Agreement shall not be assigned by the Licensee, in whole or in part, without the express written consent of the Licensor, provided that the Licensee shall be entitled to 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 be binding upon, and shall enure to, the benefit of the parties and their respective successors and permitted assigns.

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: 200 KENT STREET LIMITED
by its agent **MORGUARD INVESTMENTS LIMITED**

Per: 

Name: Arthur K. Tallis
Title: Vice President

Per: 

Name: Bernard Myers
Title: Asset Manager

We have authority to bind the Corporation

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

Per: 

Name: Gilles Bourgoïn
Title: Manager, Implementation & Maintenance

Per: 

Name: Jacques Taillefer
Title: Interim General Manager - NCR

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

SCHEDULE F

TERM

The Term of this Agreement is for 5 years commencing on the Commencement Date.

Commencement Date is August 1, 2008.

SCHEDULE G

LICENSE FEE

The Licensee shall pay to the Licensor an annual License Fee in the amount of \$1,200.00 plus GST. The License Fee shall be payable on the Commencement Date and on each anniversary thereof during the Term.

The Licensee shall pay GST as applicable on the License Fee, which GST shall be paid at the time the License Fee is payable. The Licensor's GST registration number is 12701653.

ESCORT FEE

The Licensee agrees to pay Licensor for escort services required in connection to access to non-exclusive areas within the building at a rate of \$ 25.00 per hour excluding GST, minimum 0.5 hours per occurrence.