



**FIRST TELECOMMUNICATION LICENSE AMENDING AGREEMENT**

This TELECOMMUNICATIONS LICENSE AMENDING AGREEMENT (this "Agreement") is dated the 22nd day of February, 2011

**BETWEEN:** THE STANDARD LIFE ASSURANCE COMPANY OF CANADA, having its principal office in Montreal, Quebec, and having an office at 1565 Carling Avenue, Suite 502, Ottawa, ON K1Z 8R1  
  
(the "Owner")

**AND:** ATRIA NETWORKS LP BY ITS GENERAL PARTNER 2117547 ONTARIO INC., having a registered place of business at 100 Wellington Street West, Suite 2300, CP Tower, P.O. Box 22, in Toronto, Ontario, M5K 1A1, and having an office at 100 Maple Grove Road, Ottawa, Ontario, K2V 1B8;  
  
(the "Licensee" or "Assignee")

WHEREAS by a license dated August 1, 2008 (the "Initial License Agreement"), the Owner agreed to grant to TELECOM OTTAWA LIMITED a license to install, operate, maintain, repair and replace certain communications equipment in the Owner's Building, identified as 301Moodie Drive, in Ottawa, Ontario, (the "Building") as more particularly described in the Initial License Agreement, for and during a term of Three (3) years expiring on August 2011 (the "Initial Term");

Whereas by an Assignment Agreement dated May 1, 2008, Telecom Ottawa Limited (the "Assignor") assigned the License to Atria Networks LP.

WHEREAS the Owner and the Licensee now wish to extend the Term for an additional period of Three (3) years commencing on September 1, 2011 and terminating on August 31, 2014.

NOW THEREFORE THIS AGREEMENT WITNESSES for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Preamble**

The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals and Schedules are true and form an integral part of this Agreement.

**2. Extended Term**

The Term is hereby extended for a period of Three (3) years commencing on September 1, 2011 (the "Commencement Date") and terminating on August 31, 2014 (the "First Extended Term").

**3. Terms and Conditions**

The First Extended Term shall be upon the same terms and conditions as are contained in the License, save and except for the following:

**(a) License Fee**

Throughout the First Extended Term, the Licensee will pay an annual License Fee, as follows:

- An annual sum of ONE THOUSAND THREE HUNDRED (\$1,300.00), plus applicable taxes;

The License Fee is payable without deduction, compensation, set-off or abatement, on each anniversary date during the First Extended Term or any renewal thereof.

**(b) Harmonized Sales Tax**

Articles 1.1 GST shall be amended to read HST and shall mean Harmonized Sales Tax established under the Excise Tax Act (Canada) or a successor tax imposed by the Government of Canada under lawful authority; and

LICENSEE

Article 4.2 GST shall be amended to read: The Licensee shall pay the Harmonized Sales Tax ("HST"), as applicable on the License Fee, which HST shall be paid at the time the License Fee is Payable. The Owner's HST registration number is 11962758.

(c) **Option to Extend**

If the Licensee pays the License Fee and observes or performs all its obligations under the License Agreement, duly, regularly and promptly throughout the First Extended Term, and if the Licensee delivers to the Owner written notice exercising its option to extend at least six (6) months prior to the expiry of the First Extended Term, the Licensee will have one further option to extend this Agreement for a further term of three (3) years on the same terms as are contained in the License, except for: (i) License Fee, and (ii) further options to extend. Annual License Fee for second extended term will be based upon fair market rent for equivalent space at the time of extension, except that the annual License Fee will not be less than the License Fee which the Licensee was obliged to pay during the last year of the First Extended Term. The time for determining the annual License Fee for the second extended term will be the four month period immediately preceding the expiry of the First Extended Term. If the Owner and Licensee are unable to agree on such License Fee at least 30 days prior to the expiry of the First Extended Term, and should an agreement not be reached within thirty days the present option to renew shall become null and void.

**4. Governing Law**

This Amendment shall be governed by and interpreted in accordance with the laws of the province of Ontario and the applicable laws of Canada.

**5. Brokerage Commissions**

The Owner and the Licensee represent that there is no broker involved in the present transaction.

**6. Ratification**

This Agreement is conditional to the Licensee having faithfully performed all of its obligations under the License up to the expiry date of the First Extended Term, including but not limited to full payment of License Fee.

It is understood that the terms and conditions contained in this Agreement prevail over the body of the License and where there is a conflict between the provisions of this Agreement and the body of the License, including its schedules, the provisions of this Agreement shall prevail. All other terms of the existing License shall continue to be in full force and effect as modified herein.

The parties acknowledge and agree that all the terms and expression used in this Agreement shall have the same meaning as they have in the License and that in all other respects, the terms, covenants and conditions of the License remain unchanged, unmodified and in full force and effect during the First Extended Term of the Premises and shall apply *mutatis mutandis*, except as modified by this Agreement.

**7. Entire Agreement**

This Agreement represents the entire agreement between the parties in connection with the First Extended Term. It replaces all previous documents and discussions between the parties.

**8. General**

The Agreement does not constitute novation and shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, as the case may be.

**9. Licensee's Undertaking To Execute This Agreement**

The Licensee shall promptly execute and return to the Owner this Agreement within FIVE (5) business days of receipt thereof. If the Licensee fails to execute and return this Agreement within the prescribed period, the Owner may, at its option, in addition to all of its other rights and recourses, declare this Agreement and all previous documents entered into between the parties with respect to the present transaction, notwithstanding acceptance, null and void and the Licensee shall have no recourse whatsoever with respect to this Agreement.

  
LICENSEE



IN WITNESS WHEREOF the parties hereto have executed this Agreement;

BY THE LICENSEE AS OF THE 7<sup>th</sup> DAY OF March 2011;

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

ATRIA NETWORKS LP BY ITS GENERAL PARTNER  
2117547 ONTARIO INC.

[Signature]

)  
)  
) Per: [Signature]  
) I/We have authority to bind the Corporation  
) (Licensee)

) Name: KRIS EBY - VP Field Operations

[Signature]

)  
) Per: [Signature]  
) I/We have authority to bind the Corporation  
) (Licensee) Robert Corney - Manager, Field Operations

) Name:

BY THE OWNER AS OF THE 7<sup>th</sup> DAY OF MARCH 2011;

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

) THE STANDARD LIFE ASSURANCE COMPANY OF CANADA

[Signature]

)  
) Per: [Signature]

) Name: HELEN BAKER  
) PROPERTY MANAGER

[Signature]

) Per: [Signature]  
) I/We have authority to bind the Corporation  
) (Owner)

) Name: FRANCO S. FALBO  
) ASSET MANAGER - AUTHORIZED SIGNATORY

