

**TELECOMMUNICATIONS LICENSE AGREEMENT**

This Telecommunications License Agreement (the "Agreement") dated the 18<sup>th</sup> day of November, 2009.

**BETWEEN:**

**HER MAJESTY THE QUEEN in right of Canada  
as represented by the Minister of Public Works  
and Government Services (the "Licensor")**

OF THE FIRST PART

- and -

**Atria Networks LP** having its office at 100 Maple Grove Road,  
Ottawa, Ontario K2V 1B8

(the "Licensee")

OF THE SECOND PART

**WHEREAS:**

1. The Licensor is the owner of the lands and building located at:
  - a. 461 Rochester Street, City of Ottawa, Province of Ontario also known as the **Booth Street Central Heating Plant** (collectively the "Property") and
2. The License wishes to provide telecommunications services within 461 Rochester Street under the conditions described herein and has full authority without further consent from any other party to negotiate and execute this Agreement with the Licensor.
3. For clarity, in order for the Licensee to provide telecommunication services at 461 Rochester Street, it is necessary for cabling to be routed from a private property connection to the Licensee's demarcation point located in the Booth Street Central Heating Plant. The routing of cabling will follow the route as identified on the drawings attached hereto and such routing will include trenching 2m on private property. The cabling route includes core drilling of the building wall to install 2m of 1 ½" EMT conduit. This agreement governs the Licensee's equipment presence within 461 Rochester Street. The Licensee's Cable in the 2m trench is governed by a separate agreement made between the Licensee and the Licensor known as "License of Occupation" dated November 10, 2009, (the "Other Agreement").



**NOW THEREFORE, WITNESSETH THAT**, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant, acknowledge and agree as follows:

**ARTICLE I - LICENSE**

**1.1 Licensed Area and Use**

- (a) The Licensor hereby grants to the Licensee a non-exclusive License:
- (i) To install, maintain, operate, repair, replace, and remove, at the Licensee's sole expense and risk, "Communications Equipment" (defined as the cabinets, racks and other electronic equipment specified in Schedule A), on and in the Equipment Area (as hereinafter defined and as described in Schedules B);
  - (ii) To install, maintain, operate, repair and replace at the Licensee's sole expense and risk, certain "Connecting Equipment" (the cables, conduits, inner ducts, connecting hardware and other passive equipment, as specified and described in Schedule C), together with the right to pull such Connecting Equipment through the Property's "Entrance Link" (defined as the core sleeve penetration through the Property foundation) and through other "Property Communications Spaces" (defined as the telecommunications pathways necessary to reach from the Entrance Link to Licensee's Equipment Area at 461 Rochester and from the Equipment Area to the Licensee's customers, as may be necessary to provide telecommunications services to

*RPSP 5350-40000975-1: Telecommunications License Agreement between Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and Atria Networks LP for the right to trench or boring and core drilling on the property located at 461 Rochester, City of Ottawa, Province of Ontario*

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**1.3 Term**

a) The License shall be for a term of Five (5) years unless otherwise provided for herein (the "Term") commencing on the earlier of the following dates, (i) the day on which the Licensee begins installing any part of the Licensee's Equipment; or (ii) on the 1st day of November, 2009 (the "Commencement Date") and ending on the 31st day of October, 2014 except as otherwise provided herein and so long as the Licensee actively and continuously uses the Licensee's Equipment as part of its ongoing business and only for the Permitted Use as part of the ongoing business of the Licensee, and for no other business or purpose and only in a reputable and first-class manner.

b) The Licensor hereby grants to the Licensee, the right to extend the Term of this Agreement for an additional five (5) year term provided the Licensee is not in default of any condition of this agreement. The Licensee will have to send a written notice of intention to extend the Term not less than (6) six months and not more than eight (8) months prior to the expiration of the original term granted herein. Each renewal shall be on the same terms and conditions as contained in this Agreement except if Federal legislation and policies are modified. The License Fees will be reviewed and will reflect the market rates for similar use of land or Equipment Rooms in similar buildings.

**1.4 Licensee's Warranty**

The Licensee warrants that the operation of the Licensee's Equipment will not interfere with the operation of any existing radio or telecommunication equipment installed in the Property, nor will the operation of the Licensee's Equipment interfere with the use and enjoyment of the Property by any other occupant of the Property and their employees, customers and invitees. In the event that the operation of the Licensee's Equipment does interfere with the operation of any existing radio or telecommunication equipment installed in the Property, and if the Licensee fails to remedy such condition within 24 hours after notice thereof by the Licensor, then the Licensor may, in addition to its rights pursuant to Section 4.2 of this Agreement, enter upon the Licensed Area and remedy the condition giving rise to such interference and the cost thereof, plus a sum equal to fifteen percent (15%) of such cost representing the Licensor's overhead, shall be paid by the Licensee to the Licensor.

**1.5 Telecommunication Management**



(a) The Licensee acknowledges and agrees that the Licensor shall have the right, but not the obligation, to co-ordinate, restrict, enforce and approve all third party riser management firms who wish access to the building's risers. The Licensee acknowledges that the Licensor may retain a riser management firm or other third party manager to co-ordinate, supervise and approve the work of all telecommunication contractors, at the Licensor's cost unless otherwise specified in this agreement or agreed to in advance by the Licensee.

(b) The Licensee recognizes that the Licensor may desire to provide access to existing and future telecommunications service providers of Property tenants, and the Licensor may deem it desirable to achieve this objective through shared usage of some or all of the Property Communications Spaces. The Licensor may purchase from the Licensee, those portions of the Licensee's Connecting Equipment, excluding wiring that the Licensor, in its sole discretion, determines is necessary to incorporate efficiencies in the Property Communication Spaces. The Licensor acknowledges that the Licensee may be bound by service agreements with clients located in the Building to retain ownership of its Connecting Equipment and cannot be compelled to sell those portions of the Licensee's Connecting Equipment. The purchase price of such portions of Licensee's Connecting Equipment shall be determined on the basis of their undepreciated capital cost at the time of Licensor's written notice to purchase. In connection with any such purchase, the Licensor agrees to negotiate the terms of this License, to allow for continued use of the sold Connecting Equipment, at a price that reflects fair market rates.

**1.6 Laws**

(a) The Licensee shall comply with all applicable federal, provincial, municipal or local environmental laws, regulations, orders, approvals, judgments or rules (which, for greater certainty, shall be deemed to include, without limitation, radio telecommunication authorities governing the Licensee's Equipment) and indemnify and save harmless the Licensor from and against any and all losses, claims, actions, damages, liabilities and expenses, including legal fees in connection with any breach of such environmental laws, regulations, orders, approvals, judgments or rules. The Licensee shall immediately advise the Licensor of any environmental deficiencies identified during the installation, operation, maintenance, repair, replacement or removal of the Licensee's Equipment, or any use of the Licensed Area as further specified in Section 3.2 of this Agreement, and, notwithstanding the provisions of Section 3.2 of this Agreement, the Licensor, in its sole discretion, may elect to repair such environmental deficiencies or may, upon sixty

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(60) days' written notice to the Licensee, terminate this License. **Upon termination, all prepaid occupancy fees shall be adjusted to the date of termination.**

(b) If a clause or part of a clause contained in the License shall be judicially held invalid or unenforceable, including any Orders from the Canadian Radio-Television and Telecommunication Commission, the remainder of this License shall be interpreted as if such clause had not been included.

## **ARTICLE II - AMOUNTS PAYABLE**

### **2.1 License Fee**

(a) In addition to all charges, costs and other amounts payable by the Licensee pursuant to this Agreement, the Licensee shall pay to the Licensor throughout the duration of this Agreement an annual fee for the occupancy of the Licensed Area in the amount of Seven Hundred and Fifty and 00/100 Dollars (**\$750.00**) per annum in advance on the Commencement Date and on the first day of each year of the Term that this Agreement is in effect, all applicable taxes including the Goods and Services Tax (G.S.T.) being extra. (the "Fee").

The Fee shall be paid to the Receiver General for Canada and delivered to:

Public Works and Government Services  
NCA Real Estate Services  
191 Promenade du Portage, 3<sup>rd</sup> Floor  
Gatineau, Quebec K1A 0S5

**Attention: NCA – Real Estate Advisor**

(b) The Fee may be subject to any increase or decrease contemplated by a decision by the Canadian Radio-Television and Telecommunication Commission regarding rates (the "Revised Fee"), and upon receipt of notice from the Licensor, this Agreement shall be deemed to be amended to include the Revised Fee, and the Licensee shall pay same on the same terms and conditions as described herein.

### **2.2 Licensed Area Taxes**

(a) For the purposes of this Agreement, "Licensed Area Taxes" means: (i) all taxes, rates, duties, assessments and other charges that are levied, rated, charged or assessed by any governmental or quasi-governmental authority against or in respect of the Licensee's Equipment and the Licensee's personal property on or in the Property or any parts thereof, or the Licensee on account of its ownership thereof or interest therein; (ii) every tax and license fee which is levied, rated, charged or assessed against or in respect of any and every business carried on in the Licensed Area or in respect of the use or occupancy thereof or any other part of the Property by the Licensee and every licensee or permitted occupant of the Licensee or against the Licensee on account of its ownership thereof or interest therein; and (iii) any and all taxes, levies, rates, duties, fees, charges, local improvement rates and assessments whatsoever now or in the future imposed, levied, rated, assessed or charged against the Lands, the Property or any part thereof and/or against the Licensor on account of its ownership thereof that would not otherwise be payable by the Licensor except for the presence of the Licensee's Equipment in the Property and/or the Licensee's occupancy of the Licensed Area.

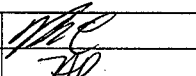
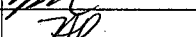
(b) The Licensee shall pay to the lawful taxing governing authorities or to the Licensor, as the Licensor may direct from time to time, and shall discharge in each month that this Agreement is in effect when such becomes due and payable, all Licensed Area Taxes, as determined by the Licensor in its sole discretion.

(c) In the event that the Licensee fails or neglects to pay any tax or levy assessed by a taxing authority in respect of the Licensee's use or occupancy of the Licensed Area, such failure or neglect shall be deemed to be a breach of this License and the Licensor may elect to terminate this License pursuant to section 4 of this License.

### **2.3 Utilities**

Save and except for a base amount of **One Hundred and 00/100 DOLLARS (\$100) per annum** ("Base Utility Charge"), such Base Utility Charge being included in the Fee, the Licensee shall be solely responsible for and shall pay to the Licensor, or as the Licensor may otherwise direct, from time to time, as a charge for utilities with respect to the Equipment Area, the total cost of supplying utilities used or consumed in or with respect to the Equipment Area and/or the Communications Equipment and the cost of any other charges levied or assessed in lieu of or in addition to such utilities, as determined by the Licensor and all costs incurred by the Licensor in determining, allocating and attributing such charge or

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IN WITNESS WHEREOF the said parties hereto have duly executed this License on the dates noted below.


SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Public Works and  
Government Services

For and on behalf of the Minister of Public Works  
and Government Services

  
Angela Russell  
Real Estate Advisor, Commercial and Properties Transactions  
NCA Real Estate Services

**Atria Networks LP by its general partner Birch Hill Telecom  
G.P. Corp**


  
Patrick Dooling  
VP, Finance and Administration

**Atria Networks LP by its general partner Birch Hill Telecom  
G.P. Corp**

  
Robert Comey  
Manager, Field Operations, Ottawa

**I/We have authority to bind the Corporation which has  
authority to bind the partnership**

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