

# TELECOMMUNICATIONS LICENCE AGREEMENT AMENDMENT AGREEMENT

THIS TELECOMMUNICATIONS LICENCE AGREEMENT AMENDMENT AGREEMENT dated the 22<sup>nd</sup> day of March, 2010

**BETWEEN:**                    **PENSIONFUND REALTY LIMITED**  
a company incorporated under the laws of the Province of Ontario

(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 16<sup>th</sup> day of November, 2004, the Licensor licensed to Telecom Ottawa Limited for and during a term of 3 years, expiring on the 30<sup>th</sup> day of November, 2007, certain premises as more particularly described in the said licence, located at 3026 Solandt Road, in the City of Ottawa, in the Province of Ontario.
- B. By a telecommunications licence agreement amendment agreement dated the 15<sup>th</sup> day of February, 2008 certain terms of the said telecommunication licence agreement were amended as more particularly set out therein.
- C. By a letter of assignment dated the 11<sup>th</sup> 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, telecommunications licence agreement amendment agreement, and letter of assignment hereinafter collectively called the "Licence").
- D. Capitalized terms used in this agreement have the same meanings as are respectively ascribed thereto in the Licence, except as herein otherwise expressly provided.
- E. 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 1<sup>st</sup> day of December, 2010 (the "Effective Date") as follows:

1. Section 3.2 Option to Renew of Article 3 is hereby deleted
2. The final two lines of Schedule F are hereby deleted and the following is substituted therefor:  

"The Term of this Agreement is for nine (9) years commencing on the Commencement Date.  
Commencement Date is December 1, 2004."
3. The first paragraph of schedule G is hereby amended by adding the following:

71-1313-1

"From December 1, 2010 To: November 30, 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."

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:  
PENSIONFUND REALTY LIMITED by its agent  
MORGUARD INVESTMENTS LIMITED

By: *Arthur K. Tallis*

Name: Arthur K. Tallis  
Title: Authorized Signatory c/s

By: *Bernard Myers*

Name: Bernard Myers  
Title: Authorized Signatory

APPROVAL		
BRANCH	<i>KL</i>	<i>BW</i>
H.O.		

We have authority to bind the corporation

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

By: *P. Dooling*

Name: *P. Dooling*  
Title: *CFO* c/s

By: *R. Colby*

Name: *R. Colby*  
Title: *MANAGER Field ops*

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

WITNESS to signature of Licensee:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_