

## TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT

THIS TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT dated the 23<sup>rd</sup> day of February, 2011

BETWEEN:

**MORGUARD CORPORATION**  
a company incorporated under the laws of Canada  
and

**MORGUARD REAL ESTATE INVESTMENT TRUST**

(collectively the "Licensor")

AND:

**ATRIA NETWORKS LP**  
a limited partnership registered in the Province of Ontario, by its general partner  
**2117547 ONTARIO INC.**, a company incorporated under the laws of the  
Province of Ontario  
(the "Licensee")

WHEREAS:

- A. By a telecommunications license agreement dated the 23<sup>rd</sup> day of June, 2005, Pensionfund Realty Limited, predecessor in title to the Licensor, licensed to Telecom Ottawa Limited for and during a term of 3 years, expiring on the 29<sup>th</sup> day of June, 2011, certain premises as more particularly described in the said license, located at 350 Sparks Street, in the City of Ottawa, in the Province of Ontario.
- B. By a telecommunications license agreement amendment agreement dated the 15<sup>th</sup> day of February, 2008 certain terms of the said license 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 the Licensee, whose general partner at that time was Birch Hill Telecom G.P. Corp. but has since changed to 2117547 Ontario Inc. (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 License, except as herein otherwise expressly provided.
- E. The parties hereto desire to amend certain provisions of the License:

**NOW THEREFORE THIS TELECOMMUNICATIONS LICENSE 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 License be and the same is hereby amended effective the 23<sup>rd</sup> day of February, 2011 (the "Effective Date") as follows:

1. The first paragraph of Schedule F is hereby deleted and the following is substituted therefor:

"The Term of this Agreement is for 11 years, 6 months, 1 day commencing on the Commencement Date."

2. Section 3.2 "Option to Renew" is hereby deleted.

3. The first paragraph of Schedule G is hereby deleted and the following is substituted therefor:

“From June 30, 2005 to June 29, 2011, the Licensee shall pay to the Licensor an annual License Fee in the amount of \$1,200.00 plus applicable taxes.

From June 30, 2011 to December 30, 2016, The Licensee shall pay to the Licensor an annual License Fee in the amount of \$1,250.00 plus applicable taxes.

The License Fee shall be payable on the Commencement Date and on each anniversary thereof during the Term.”

Limitation of Recourse - The parties acknowledge and agree that, if the Licensor is Morguard Real Estate Investment Trust (“MREIT”), the obligations of MREIT hereunder and under all documents delivered pursuant hereto (and all documents to which this document may be pursuant) or which give effect to, or amend or supplement, the terms of the License or this agreement, as the case may be, are not personally binding upon any trustee thereof, any registered or beneficial holder of units (a “Unitholder”) or any annuitant under a plan of which a Unitholder acts as a trustee or carrier, or any officers, employees or agents of MREIT and resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the foregoing or the private property of any of the foregoing, but the Building only shall be bound by such obligations and recourse or satisfaction may only be sought from the revenue of the Building.

License Remains in Force - Except with respect to the amendments contained herein, all other terms and conditions contained in the License shall remain unamended and in full force and effect.

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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.

APPROVAL		
BRANCH	JC	ms
H.O.		

**LICENSOR:  
MORGUARD CORPORATION  
by its agent Morguard Investments Limited**

By:

  
Name: Arthur Tallis

Title: Authorized Signatory c/s

By:

  
Name: Bernard Myers

Title: Authorized Signatory

We have authority to bind the corporation


**LICENSOR: MORGUARD REAL ESTATE INVESTMENT TRUST  
by its agent Morguard Investments Limited**

By:

  
Name: Arthur Tallis

Title: Authorized Signatory c/s

By:

  
Name: Bernard Myers

Title: Authorized Signatory

We have authority to bind the corporation which has the authority to bind the trust

**LICENSEE:  
ATRIA NETWORKS LP by its general partner,  
2117547 ONTARIO INC.**

By:

  
Name: KRIS EBY

Title: VP, Field Operations c/s

By:

  
Name: Robert Corney

Title: Manager, Field Operations

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

**WITNESS** to signature of Licensee:

Signature:



Print Name:

E. McAdery

Address:

100 Maple Crest

Occupation: