

**LICENSE EXTENSION AGREEMENT**

**THIS AGREEMENT** made this 12th day of March, 2010.

**BETWEEN:** **HER MAJESTY THE QUEEN**, in right of Canada, as represented by the Minister of Public Works and Government Services

(hereinafter called the "Licensor")

- and -

**ATRIA NETWORKS LP**

(hereinafter called the "Licensee")

**WHEREAS:**

- A. Her Majesty the Queen, in Right of Canada, as represented by the Minister of Public Works and Government Services and Telecom Ottawa Limited executed a Telecommunications License Agreement NCA05002 (the "License"), dated the 8<sup>th</sup> day of August, 2005, concerning the premises known municipally as 90 Sparks Street, in the building known as the Thomas D'Arcy McGee Building, in the City of Ottawa, Ontario, hereinafter called the "Premises"; and
- B. The Licensor transferred its fee simple interest in the Building to Canadian Leaseback Limited Partnership, effective November 1, 2007, retaining leasehold interest in the entire Building; and
- C. The Licensee acknowledges that the Licensor is the holder of a leasehold interest in the Building, that this License is actually a sublicense, and that the Licensor is demising the Premises as sub-licensor and the Licensor and the Licensee are actually sub-licensor and sub-licensee. The Licensor warrants that it has the necessary authority under its head lease to permit it to enter into this License Extension Agreement; and
- D. The Licensee applied to the Licensor for the Licensor's consent to the sale of certain shares in the capital of the Licensee from Telecom Ottawa Limited to 2164176 Ontario Inc. (a wholly- owned subsidiary of Atria Networks LP), which will result in the Licensee being controlled by Atria Networks LP (the "Change of Control"). With Agreement, dated January 8, 2010, the Licensor granted its consent to the Change of Control effective the 1<sup>st</sup> day of May 2008.
- E. The current term of the License expires on July 31, 2010; and
- F. The Licensor and the Licensee have agreed to amend the terms of the License as hereinafter provided;

**THEREFORE** in consideration of the covenants, terms, conditions and agreements contained herein the Licensor and the Licensee agree as follows:

- 1. **Demise and Term**  
The Licensee and Licensor hereby confirm the term of the License is extended for and during a term of five (5) years commencing on **August 1, 2010** and expiring **July 31, 2015** (the "Extension Term").
- 2. **License Fee**  
During the Extension Term, the Licensee shall pay to the Licensor an annual license fee of **seven hundred fifty dollars (\$750)** per annum payable annually in advance plus G.S.T, during each year of the Extension Term.
- 3. **Notice**  
The Licensee's address for service of notice pursuant to the License is hereby amended as follows:

Atria Networks LP  
100 Maple Grove Road  
Ottawa, Ontario K2V 1B8

Fax: (613) 225-0636

Licensor  Licensee 

The Licensor's address for service of notice pursuant to the License is hereby amended as follows:

Public Works and Government Services Canada  
191 Promenade du Portage, 3. Floor  
Gatineau, Quebec K1A 0S5  
Attention : Commercial & Property Transactions

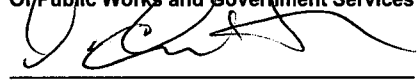
Licensor's Address for Payment of License Fees means:

Maple Leaf Property Management  
90 Sparks Street  
Ottawa, ON K1P 5B4

- 4. All capitalized terms used in this Extension Agreement which are not defined in it shall have the meanings given to those terms in the License.
- 5. All other terms and conditions of the License to remain the same, except as set out herein and except that there shall be no further right to extend the Term of the License and that any Licensor Work or Licensee's Inducements have been performed or received.
- 6. This Extension Agreement shall enure to the benefit of and be binding upon the parties to it and their respective heirs, estate trustees, legal representatives, successors and permitted assigns, as applicable.

**IN WITNESS WHEREOF** the parties hereto have hereunto executed this License Extension and Amending Agreement as of the date first written above.

**HER MAJESTY THE QUEEN, in Right of  
Canada as represented by the Minister  
Of Public Works and Government Services**



Denis Charette  
Director, NCA Real Estate Services

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

Per: 

Per: 

We have authority to bind the corporation  
which has authority to bind the limited  
partnership