

THIS TELECOMMUNICATIONS LICENSE AMENDMENT AGREEMENT dated the day of _____, 2011.

BETWEEN:

MERKBURN HOLDINGS LIMITED

(the "Licensor")

OF THE FIRST PART

AND:

ATRIA NETWORKS LP

(the "Licensee")

OF THE SECOND PART

WHEREAS by a telecommunications license agreement dated the 11th day of January, 2007, (the "License") the Licensor licensed to Telecom Ottawa Limited for and during a term of five years expiring on the 31st day of December, 2011, the use of certain premises as more particularly described in the License, located at **62 Steacie Drive, 1050 Morrison Drive, 308 Legget Drive, 4043 Carling Avenue, 1701 Woodward Drive and 1827 Woodward Drive**, in the City of Ottawa, Province of Ontario;

AND WHEREAS in May of 2008, of all of the issued and outstanding shares of Telecom Ottawa Limited were sold to the Licensee;

AND WHEREAS pursuant to Section 17 of the License, the Licensee has an option to extend the License for a period of five (5) years;

AND WHEREAS the parties hereto desire to amend certain provisions of the License.

NOW THEREFORE in consideration of the premises and the mutual covenants herein contained, the Licensor and the Licensee hereby agree as follows:

1. **Access.** That Section 1b) of the License be amended to read as follows:

"b) to access the Licensed Area on any business day between 8:00 am and 5:00 pm by providing 24 hours notice to the licensor (Merkburn Holding 613-224-5464), for the purpose of installing, operating, maintaining, repairing and removing the Licensee's

Equipment subject to the terms of this Agreement and in accordance with the Licensor's standard rules and reasonable security requirements, as set out in Schedule B. Should access be required after-regular business hours, security escorts/building operators can be supplied in less than an hour provided no other major calamity is present at the time, at the cost of \$130.00 per hour (minimum 1 hour charge rate applies).

2. **Licensee.** The name of the Licensee is changed to Atria Networks LP (formerly Telecom Ottawa Limited).
3. **Term.** The effective commencement date of the extension is January 1, 2012 expiring on December 31, 2016 unless otherwise terminated or extended pursuant to the terms of the License.
4. **License Fee.** The Licensee shall pay to the Licensor during the term of the extension an annual License Fee in the amount set out in the attached Schedule "A" plus HST, as applicable.
5. **License.** Except as set out in this Agreement, the Licensor and the Licensee agree that all other terms and conditions of the License shall remain unchanged and in full force and effect.
6. **Enurement.** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
7. **Assignment.** This Agreement and the rights hereunder may not be transferred or assigned by Licensee without the prior written consent of the Licensor, however, the Licensee may assign this Agreement to an affiliate of the Licensee, as defined in the *Canadian Business Corporations Act*, upon written notice to the Licensor.

IN WITNESS WHEREOF, the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf as of the date first set forth above.

LICENSOR:

MERKBURN HOLDINGS LIMITED


Per: 
Name: Devin Rougeau
Title:

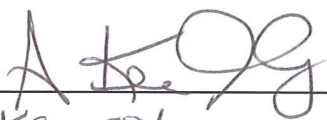
Per: 
Name:
Title:

I have authority to bind the Corporation.

LICENSEE:

ATRIA NETWORKS LP by its general partner
2117547 Ontario Inc.

Per: 
Name: Robert Conway
Title: MANAGER Field Operations

Per: 
Name: KRIS EBY
Title: VP FIELD OPERATIONS

I have authority to bind the Corporation which has authority to bind the partnership

SCHEDULE "A"

2016	MDF Size	2012	2013	2014	2015	2016
4043 Carling Avenue	50	\$925	\$950	\$975	\$1,000	\$1,025
308 Legget Drive	50	\$925	\$950	\$975	\$1,000	\$1,025
62 Steacie Drive	50	\$925	\$950	\$975	\$1,000	\$1,025
1050 Morrison Drive	50	\$925	\$950	\$975	\$1,000	\$1,025
1827 Woodward Drive	50	\$925	\$950	\$975	\$1,000	\$1,025
1701 Woodward Drive	50	\$925	\$950	\$975	\$1,000	\$1,025