

SITE ACCESS LICENSE AGREEMENT

THE LICENSE dated 18th day of July, 2008, governed by and construed under the laws of the Province of Ontario

BETWEEN

ATRIA NETWORKS LP (the "Licensee")

AND

240 CATHERINE STREET INC. (the "Licensor")

FOR 240 CATHERINE STREET (the "Building")

WHEREAS:

- A. *240 Catherine Street Inc.* is the registered owner of the property known as *240 Catherine Street (the "Building")*, legally described in Schedule "A" including the Building and all improvements located thereon and the surrounding Lands owned by the Licensor, including all easements and right of ways in favor of the Licensor; and
- B. *The Licensor grants to the Licensee the non-exclusive right to install and maintain certain fiber optic cable and such fixtures and attachments as necessary (the "Equipment") to the Building* (collectively the "Licensed Area") to provide high speed broadband telecommunications services and facilities, subject to the terms, conditions, and provisos contained in this License Agreement.

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. TERM AND FEES

The Term ("Term") of the License shall be four (4) years, and four (4) months, and shall commence on the 1st day of August, 2008, (the "Commencement Date") and shall terminate the 30th day of November, 2012.

The Licensee shall pay to the Licensor an annual License Fee of one thousand dollars (\$1,000.00) payable in advance in one lump sum payment on the Commencement Date, and thereafter on each anniversary of the Commencement Date of the herein License.

In addition to the annual License Fee, the Licensee shall pay the Licensor any costs reasonably incurred by the Licensor for providing additional services in connection with the installation, maintenance, removal and operation of the Licensee's Equipment and Trade Fixtures (plus the cost of the Licensor's administrative fee of 15%). Such charges may include, without limitation, the fees charged by engineers, or other experts retained by the Licensor (including the Licensor's employees) for review and approval of plans, safety and security measures, escorted access, supervision, receiving, storing and handling of materials and articles, moving of materials and articles, removal of items or substances deposited or discharged on, in or about the Licensed Area or elsewhere in the Building as reasonably determined by the Licensor from time to time.

2. LICENSE

The Licensor grants to the Licensee, its employees, contractors, agents or representatives;

- (a) the right to install and maintain certain fibre optic cable and such fixtures and attachments as necessary (the "Equipment") and to install a wall mount service distribution box the Building in accordance with the Plans and specifications found in **Schedule "B"** attached hereto.
- (b) at the Licensee's sole expense, access to the Building and Licensed Area, and to those areas that contain the conduit and cabling connecting the Equipment for the installation, replacement, servicing, testing, connecting, disconnecting, operating, maintaining and repairing of the Equipment, cables or points of interconnection subject to security procedures as required by the Licensor, and as amended by the Licensor from time to time. The Licensor will provide if necessary, at the Licensee's

expense, access keys, swipe cards, combinations, security escort, and such other security requirements of the Licensor that are necessary to accommodate such access, and in the case of an emergency the Licensee shall, at the Licensee's sole expense and subject to the Licensor's security procedures, have access to the Licensed Area including the Equipment, 24 hours a day, 365 days a year; and

(c) the right to provide, on a non-exclusive basis and that for which it has been licensed, the communications services to tenants and occupants of the Building at their request and option, provided that the Licensor has approved in writing the cabling routes and areas of connection within the Building to such tenants and occupant's premises. Where possible such connections shall be through the Building's riser systems, common areas and communications room (s).

The foregoing rights shall be for the use and enjoyment of the Licensee, its' assignees, licensees and their respective employees, servants, contractors, subcontractors and agents pursuant to the License and any renewals thereof.

3. APPROVAL BY LICENSOR OF LICENSEE'S PLANS

Prior to the initial installation of the said fibre optic cable or any related equipment, apparatus, fixtures or attachments and prior to any subsequent installation or modification, the Licensee shall submit to the Licensor for its written approval, detailed plans complete with installation notes and routing schematics.

Any of the Licensee's work that may affect the structure of the base operating systems of the Building may, at the Licensor's election with prior consultation and written approval from the Licensee, be completed by the Licensor and the Licensee shall reimburse the Licensor for any reasonable costs (plus the cost of the Licensor's administration fee of 15%) of completing the work. The Licensee shall also reimburse the Licensor for the fees charged by engineers or other experts retained by the Licensor (including the Licensor's employees), for review and approval of plans and specifications for any contemplated installation or work (plus the cost of the Licensor's administration fee of 15%).

The Licensee shall provide to the Licensor on an ongoing basis, a detailed inventory of all the cabling and equipment which the Licensee has installed in the Building.

4. TRADE FIXTURES

Without limiting the generally or the foregoing, the fibre optic cable conduit and related Equipment provided by the Licensee within the Licensed Area will be deemed Trade Fixtures (the "Trade Fixtures"). Trade Fixtures will be for the exclusive use of the Licensee and will remain the property of the Licensee. All installation and maintenance of the said Trade Fixtures shall be carried out by the Licensee at its own expense and upon the termination of the License the Licensee shall be entitled to and shall remove same at its expense and, at the request of the Licensor and at the Licensee's expense, return any part of the Building affected by the installation of the said Trade Fixtures to its original condition as it existed before the commencement of this License, save and except for reasonable wear and tear.

The Licensee shall remove all unnecessary cabling and conduit upon termination of agreements with its customer(s) in the Building. If the Licensee fails to perform its obligations with respect to restoration or removal of cabling, then on not less than ten business days notice to the Licensee, the Licensor shall perform such obligation without liability to the Licensee for any loss or damage to the Licensee thereby incurred, and the Licensee shall pay the Licensor the cost thereof, plus 15% of such cost for overhead and supervision, within ten business days of receipt of the Licensor's invoice therefor.

Should the said Trade Fixtures not be removed from the Building, then the Licensee shall transfer title to any such Trade Fixtures not removed from the Building to the Building Owner and take reasonable steps including, without limitation, execution of documentation necessary to evidence the transfer of ownership of the applicable Trade Fixtures to the Building Owner.

5. UTILITIES

The Licensee shall be responsible for the payment of the power consumption for its Equipment if said power consumption exceeds \$100.00 per year. In such event and if required by the Licensor

25. ACCEPTANCE

This License constitutes the entire agreement between the Licensor and the Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matters thereof. Except as otherwise specifically set forth in this License neither party makes any representation or warranty, express or implied, statutory or otherwise to the other. The License may not be amended or modified except by a written instrument executed by both parties.

26. COUNTERPARTS

This Site Access License Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. The parties agree that executed counterparts may be transmitted by facsimile machine and that such counterparts shall be treated as originally executed instruments. Each party undertakes to provide the other with a copy of the original Agreement bearing actual signatures and initials within a reasonable time after all conditions have been waived.

IN WITNESS WHEREOF the Licensor and the Licensee have executed this License as of the date first above written.

DATED at the City of Ottawa this 13th day of August, 2008.

LICENSOR: 240 CATHERINE STREET INC.
by its agent 21655592 Ontario Inc

By:  seal
Harold Filer
(print full name)
Filer
(print full name)

(print full title)
I have the authority to bind the corporation

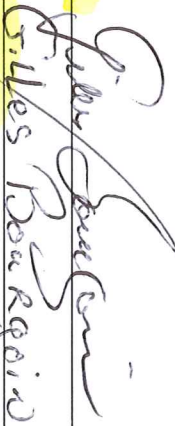
By: _____ seal

(print full name)


(print full title)

I have the authority to bind the corporation

LICENSEE: ATRIA NETWORKS LP

By: 
Fabrice Beaugin
(print full name)
Stiles Beaugin
MANAGER, IMPLEMENTATION & MAINTENANCE
(print full name)

(print full title)
I have the authority to bind the limited partnership

By: 
Jacques Taillefer
(print full name)
GENERAL MANAGER
(print full name)

(print full title)
I have the authority to bind the limited partnership

SCHEDULE "A"

240 CATHERINE STREET

Legal Description

All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario, Being Composed of all of Lots 19 and 20 and part of Lot 21 on the south side of Catherine Street, parts of Lots 13 and 14 on the east side of Kent Street, and parts of Lots 19, 20 and 21 on the north side of Isabella Street all as shown on a Plan registered in the Registry Office for the Registry Division of Ottawa-Carleton (No. 5) as Plan No. 30 and which parcel of land may be more particularly described as follows:

Premising that the southerly limit of Catherine Street between Kent and Bank Streets has a bearing of north sixty degrees and seven minutes east and relating all bearings herein thereto;

Commencing at a standard iron bar planted at the northeast angle of said Lot 19 on the south side of Catherine Street;

Thence south twenty-one degrees and nine minutes east and following the easterly limits of Lot 19 south Catherine Street and Lot 19 north Isabella Street a distance of one hundred fifty four and ninety eight one hundredths feet to a standard iron bar planted in the easterly limit of said Lot 19 north Isabella Street;

Thence south sixty seven degrees, fifteen minutes and twenty five seconds West a distance of one hundred thirty eight and forty-one one hundredths feet to a standard iron bar planted;

Thence north twenty six degrees and fifty seven minutes west a distance of nine and fifty six one hundredths feet to a standard iron bar found planted;

Thence north eighty nine degrees and fifty nine minutes west a distance of ninety eight and sixty seven one hundredths feet to a standard iron bar planted;

Thence north seventy two degrees, two minutes and thirty seconds west a distance of one hundred four and seventeen one hundredths feet more or less to a standard iron bar planted in the northerly limit of said Lot 13 on the east side of Kent Street, the said standard iron bar being distant nineteen and thirty two one hundredths feet measured north sixty degrees and seven minutes east along the said northerly limit of Lot 13 on the east side of Kent Street from the northwesterly angle thereof;

Thence north sixty degrees and seven minutes east and following the northerly limits of said Lot 13 on the east side of Kent Street and Lots 21, 20 and 19 on the south side of Catherine Street in all a distance of three hundred fifteen and eighty nine one hundredths feet more or less to the said place of commencement;

Subject to an easement in favour of The Corporation of the City of Ottawa for the benefit of the said Corporations' lands as more particularly described in Schedule "B" hereto, along that portion of the southerly boundary described as follows:

All and Singular that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, Regional Municipality of Ottawa-Carleton and province of Ontario, and Being Composed of part of Lot 19 and part of Lot 20 on the northerly limit of Isabella Street as shown on a Plan registered in the Registry Office for the Registry Division of Ottawa-Carleton (No. 5) as No. 30, and which parts of the said lots may be more particularly described as follows:

Premising that the southerly limit of Catherine Street between Kent and Bank Streets as shown on said Registered Plan Number 30 has a bearing of north sixty degrees and seven minutes East and relating all bearings herein thereto;

Commencing at a point in the easterly limit of said Lot 19 on the north side of Isabella Street, distant one hundred fifty four and ninety eight one hundredths feet on a bearing of south twenty one degrees nine minutes east measured along the easterly limit of Lot 19 on the said southerly limit of Catherine Street and the said easterly limit of Lot 19 on the north side of Isabella Street from the northeasterly angle of said Lot 19 south Catherine Street;

Thence on a bearing of south sixty seven degrees fifteen minutes and twenty five seconds west a distance of one hundred thirty eight and forty-one one hundredths feet;

Thence on a bearing of north twenty six degrees fifty seven minutes west a distance of nine and fifty six one hundredths feet;

Thence on a bearing of north sixty seven degrees two minutes and forty seconds east a distance of one hundred and twenty five and eighty seven one hundredths feet;

Thence on a bearing of north fifty eight degrees forty one minutes east a distance of thirteen and seventy five one hundredths feet more or less to the said easterly limit of Lot 19 on the said northerly limit of Isabella Street;

Thence on a bearing of south twenty one degrees and nine minutes east along the said last mentioned easterly limit, a distance of twelve and three one hundredths feet more or less to the point of commencement.

The Hereinbefore Described easement is shown on a plan of survey prepared by George D. Annis, Ontario Land Surveyor, dated January 5, 1973 as revised March 8, 1973.

