

**SITE ACCESS LICENSE AGREEMENT**

**THIS SITE ACCESS LICENSE** dated the 31 day of March, 2010, governed by and construed under the laws of the Province of Ontario.

**BETWEEN:**

**ATRIA NETWORKS LP**  
(the "Licensee")

-AND-

**TOWER ONE HOLDING CORPORATION AND  
TOWER TWO HOLDING CORPORATION AND  
PRESTON BUILDING HOLDING CORPORATION  
SAKTO CORPORATION**  
(the "Licensors")

FOR 333, 343 & 347 PRESTON STREET, TOWER I, II & III, OTTAWA, ONTARIO (the "Buildings")

**WHEREAS:**

- A. Tower One Holding Corporation is the registered owner of the property located at 333 Preston Street, Ottawa Ontario. Tower Two Holding Corporation is the registered owner of the property located at 343 Preston Street, Tower Two, Ottawa Ontario, Preston Building Holding Corporation is the registered owner of the property located at 347 Preston Street, Tower Three, Ottawa Ontario (the "Buildings"), legally described in Schedule "A" including and all improvements located thereon and the surrounding lands owned by the Licensors, including all easements and right of ways in favor of the Licensors; and
- B. Sakto Corporation is the registered owner of the Tower I, II and III parking garages legally described in Schedule "B" (the "Parking Garages"); and
- C. The Tenants having premises within the Buildings may request at a future date telecommunication services from the Licensee (the "Customers")
- D. The Licensee wishes to install, maintain, operate, and repair its equipment located in the Buildings and the Parking Garages in order to provide telecommunication services to the Customers (the "Atria Telecommunication Services")

- E. The Licensors grant to the Licensee the non-exclusive right to access those portions of the Parking Garages and those portions of the Buildings and the Building Telecommunication Room illustrated in Schedule "D" and detailed in Schedule "H" attached hereto, for the purpose of installing the Licensee's equipment in order to operate and provide the Buildings with Telecommunications Services, subject to the terms and conditions of this License (as herein defined below).

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

**1. TERM, TERMINATION AND COST RECOVERIES**


- (a) The term ("Term") of the License shall commence on the 1<sup>st</sup> day of January 2008 ("Commencement Date") for five (5) years.
- (b) The herein License shall expire the earlier of:
- (I) the date of expiration (or earlier termination) of the last remaining lease between any of the Licensors and a tenant with premises in any of the Buildings being provided with Atria Networks LP the day prior to such date of expiration (Or earlier termination)
  - (II) The date that all agreements for telecommunication services between the Licensee and Customers are terminated.
- (c) The Licensee shall pay to the Licensors the following (the "Cost Recoveries")
- (I) A yearly rental fee in Canadian dollars as follows:
    - (i) from January 1, 2008 to December 31, 2008, Two Thousand and Sixty Four (\$2,064.00) Dollars payable on the date of execution of this License.
    - (ii) from January 1, 2009 to December 31, 2009, Two Thousand one hundred and Sixty Seven (\$2,167.00) Dollars payable on the date of execution of this License.
    - (iii) from January 1, 2010 to December 31, 2010, Two Thousand two hundred and Seventy Six (\$2,276.00) Dollars payable on the date of execution of this License.
    - (iv) from January 1, 2011 to December 31, 2011, Two Thousand three hundred and Eighty Nine (\$2,389.00) Dollars payable on the date of execution of this License.
    - (v) from January 1, 2012 to December 31, 2012, Two Thousand five hundred and nine (\$2,509.00) Dollars payable on the date of execution of this License.

The yearly rental fee has been calculated on the basis that the rental rate is \$16.00 psf (subject to an annual increase of five (5) percent in each of the years of the Term for the space allocated to the Licensee's equipment, conduits and each occupied location which

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

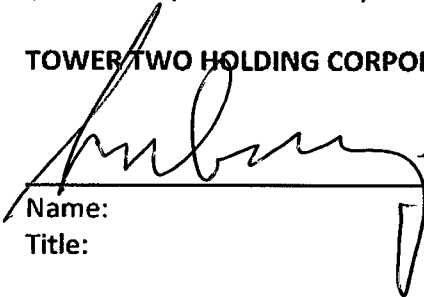
**LICENSORS:**

**SAKTO CORPORATION LIMITED**

  
\_\_\_\_\_  
Name:  
Title:

I/We hereby have authority to bind the Corporation.


**TOWER TWO HOLDING CORPORATION**

  
\_\_\_\_\_  
Name:  
Title:

I/We hereby have authority to bind the Corporation.

**LICENSEE:**

ATRIA NETWORKS LP, by its general partner Birch Hill Telecom G.P. Corp

  
\_\_\_\_\_  
Name: Robert Corvey  
Title: Manager Field Operations

  
\_\_\_\_\_

Name: P. DODLING  
Title: CFO

I/We hereby have authority to bind the Corporation.