LOAN AGREEMENT

THIS AGREEMENT is made as of the 24th day of April, 2007

BETWEEN:

NBCN Inc ITF Barlow Partners Income & Growth Portfolio, a mutual fund trust incorporated under the laws of British Columbia, having a mailing address at 740 – 730 View Street, Victoria, B.C. V8W 3Y7

(hereinafter referred to as the "**Lender**")

OF THE FIRST PART

AND:

METROBRIDGE NETWORKS CORPORATION, a company incorporated under the laws of the province of British Columbia, having a mailing address at 918-1030 West Georgia Street, Vancouver, B.C., V6E 2Y3

(hereinafter referred to as the "**Borrower**")

OF THE SECOND PART

WHEREAS:

A. The Lender has agreed to lend to the Borrower up to an aggregate sum of one million ($1,000,000) dollars (collectively the "**Loan**") on the terms and conditions hereinafter set out.

B. The Borrower wishes to borrow the Loan from the Lender and the parties wish to record the terms and conditions of the Loan to be made pursuant to the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT witnesses that in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. INTERPRETATION

1.1 Definitions. Where used in this Agreement, each of the following words and phrases shall have the meanings set out below:

(a) "Banking Day" means a day, excluding Saturday and Sunday, on which banking institutions are open for business in Vancouver, British Columbia.

(b) "Event of Default" shall have the meaning given to it in Section 6.1 hereof.

(c) "Interest Rate" means, with respect to any particular advance, the rate of 12% per annum.

(d) "Loan" has the meaning given to it in Recital A.

1.2 Currency. All references to dollars or currency in this Agreement are to Canadian dollars.

1.3 Governing Law. This Agreement shall in all respects be governed by and be construed in accordance with the laws of British Columbia.

1.4 Severability. If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

1.5 Accounting Terminology. All accounting terms not defined in this Agreement shall have those meanings generally ascribed to them in accordance with generally accepted accounting principles.

2. LOAN

2.1 Amount. Subject to the terms and conditions of this Agreement, the Lender agrees to advance $500,000 to the Borrower. The borrower will receive an additional $500,000 (the "Second Tranche") upon the completion of a public offering that provides net proceeds of at least $5,000,000 (an "Offering"). The Second Tranche will also be subject to the terms and conditions herein.

2.2 Conditions Precedent to Advance. The Borrower shall have executed and delivered this Agreement to the satisfaction of the Lender prior to the advance of the Loan under this Agreement.

2.3 Evidence of Indebtedness. The Lender will open and maintain on its books at its head office records evidencing the Loan. The Lender will debit therein the amount of the Loan outstanding and will credit therein each payment on account of the Loan by appropriate entries. The accounts kept by the Lender will constitute, in the absence of demonstrated error, conclusive evidence of the Loan, the date of all past advances, future advances and any readvances, and the amount from time to time paid by the Borrower on account of the Loan.

3. INTEREST

3.1 Calculation of Interest. Notwithstanding the terms and conditions herein and any security instruments that may secure repayment of the Loan, the Borrower will pay interest at the Interest Rate on the Loan and such interest shall be calculated annually.

3.2 Payments of Interest. Subject to section 3.3, the Borrower shall pay to the Lender the accrued interest on the Loan monthly, on the first day of each one-month period (or if any such day is not a Banking Day, then on the first Banking Day thereafter) during the term of this Agreement, commencing the first day of May, 2007, until the principal of the Loan and all interest has been paid in full. The first payment of interest will be on May 1, 2007.

3.3 Maximum Rate of Return. Notwithstanding anything contained in this Agreement, or any agreement or arrangement arising out of or related to this Agreement (including any of the Security) no "interest" shall be paid or payable to the Lender in connection with the Loan at a rate of interest greater than that rate which is one (1%) percent per annum less than the "criminal rate" of interest (the "**Maximum Rate**").

The Borrower agrees not to pay the Lender and the Lender agrees not to demand payment of any "interest" on the Loan in excess of the Maximum Rate (which excess is called "**Excess Interest**").

The Borrower and the Lender also agree that if, except for this section, it could at any time be construed that the Borrower had received Excess Interest, then, the Excess Interest will be automatically applied as a payment on account of the principal monies then owing by the Borrower to the Borrower in connection herewith; provided that if there are no, or insufficient, principal monies then owing to the Borrower in connection with the Loan contemplated hereby to which to apply the Excess Interest, it is agreed by the Borrower and the Lender that the Excess Interest will be paid or repaid in full by the Lender to the Borrower as follows:

(i) first, by a repayment of such amount from monies paid, or by a deduction of such amount from monies to be paid, by the Borrower on account of the any applicable commitment fee(s); and

(ii) second, by a repayment of such amount from monies paid, or by a deduction of such amount from monies to be paid, by the Borrower to the Lender as interest.

In this section the words and phrases in parenthesis have the meaning ascribed thereto in section 347 of the Criminal Code (Canada).

4. ADDITIONAL CONSIDERATION

4.1 In addition to the payment of Interest,

(a) in the event that an Offering is completed, then the Borrower will provide to the Lender 150,000 common share purchase warrants of the Borrower, or in the case that a reverse takeover with Huntingdon Capital Inc. ("Huntingdon") is completed and subject to the approval of the TSX Venture Exchange, 150,000 common share purchase warrants of Huntingdon, with an exercise price equal to the greater of (i) $0.60 or (ii) the price at which shares are sold pursuant to the Offering. These common share purchase warrants shall expire on the date the Loan matures in accordance with section 5.1 of this Agreement.

(b) in the event that an Offering is not completed by the maturity date of the Loan in accordance with section 5.1 and the Borrower does not receive the Second Tranche from the Lender, then the Borrower will provide to the Lender 75,000 common share purchase warrants of the Borrower, or in the case that a reverse takeover with Huntingdon is completed but the Offering is not completed, and subject to the approval of the TSX Venture Exchange, 75,000 common share purchase warrants of Huntingdon, with an exercise price of $0.60. These common share purchase warrants shall expire on the date the Loan matures in accordance with section 5.1 of this Agreement.

4.2 For the purposes of section 4.1, the Lender represents and warrants that it is acquiring the common share purchase warrants as principal and is an "accredited investor" as that term is defined in National Instrument 45-106 – *Prospectus and Registration Exemptions*.

5. PAYMENT AND REPAYMENT OF PRINCIPAL

5.1 Payment of Principal and Maturity of Loan. The Loan will mature and become due and payable on April 30, 2009.

5.2 Prepayment. The Borrower may prepay the Loan in whole or in part, at any time and from time to time without notice, bonus or penalty, except that if the Borrower prepays the Loan in whole or in part at any time before six months from the date of this Agreement, the Borrower shall pay to the Lender a penalty equal to six months Interest. All prepayments of principal under this section 4.2 shall be applied against the remaining balance of principal payable under the Loan.

5.3 Manner of Payments. All payments to be made by the Borrower to the Lender under this Agreement shall be made to the Lender by wire transfer, cheque, direct deposit or bank draft in immediately available funds to such account of the Lender as the Lender may direct from time to time.

6. COVENANTS

The Borrower covenants and agrees with the Lender that so long as the Loan or any part thereof shall be outstanding:

6.1 Notice of Default. The Borrower will forthwith upon becoming aware of same give to the Lender notice that there has occurred and is continuing an Event of Default under this Agreement or any event which would constitute an Event of Default hereunder with the lapse of time and specifying the same.

6.2 Further Assurances. The Borrower shall execute and deliver all such further instruments and assurances and do and cause to be done all such further acts and things which in the reasonable opinion of the Lender are necessary to complete the transactions contemplated by and to give full force and effect to the provisions of this Agreement.

6.3 Conduct of Business. The Borrower will carry on and conduct its business in a proper business-like manner in accordance with good business practice and, without limitation, will do or cause to be done all such acts and things to maintain its properties and assets in a business-like manner and preserve and maintain its corporate existence, licences, rights, franchises and privileges in the jurisdiction of its incorporation, amalgamation or continuation, as the case may be, and all authorizations, consents, approvals, orders, licences, exemptions from or registrations or qualifications with any court or governmental department, public body, authority, commission, board, bureau, agency or instrumentality that are necessary or materially valuable in the operation of its business.

6.4 Comply with Laws. The Borrower will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, non-compliance with which might adversely affect the Borrower's business or credit, except that The Borrower need not comply with a requirement then being contested by the Borrower in good faith by appropriate proceedings as long as no interest of the Lender may be materially impaired thereby.

6.5 Guarantees, Loans, etc. Without the prior written consent of the Lender, the Borrower will not:

(a) guarantee, endorse or otherwise become surety for or upon the obligation of any other firm or person;

(b) make any inter-company or shareholder loans or investments, except in the ordinary course of business of the Borrower or as approved by the directors of the Borrower; or

(c) create, incur or assume or permit the creation or incurrence of any mortgage, charge, lien or encumbrance on any of the assets of the Borrower, other than purchase money security on assets purchased on a deferred purchase basis;

except, in the case of matters referred to in paragraphs (a) and (b) above, transactions with subsidiaries and affiliates of the Borrower where such transactions are required in the ordinary course of their business and financing arrangements and would not be expected to have a material adverse effect on the Borrower, shall not require the Lender's consent.

6.6 Priority. The Borrower may not enter in to any subsequent agreements or contracts that subjugates the Lender's security, by general assignment of debts and claims, to first fixed and floating charges over all assets of the Company.

6.7 Records. The Borrower will keep adequate records and books of account reflecting all financial transactions in conformity with generally accepted accounting principles and, when requested so to do, forthwith make available for inspection by duly authorized representatives of the Lender any of its books and records and furnish the Lender with any information regarding its business affairs and financial condition. Without limiting the foregoing, the Lender will have the right to view the Borrower's audited financial statements, which will be delivered by the Borrower to the Borrower within 30 days of their completion.

6.8 Notice of Proceedings. Upon becoming aware that the same may be threatened or pending, and in any case immediately after the commencement thereof, the Borrower will give to the Lender notice in writing of any action, suit, litigation, administrative or arbitration proceeding before or of any arbitrator or court or other governmental authority or dispute with any governmental authority which, if determined adversely to the Borrower, might have a material adverse effect on its financial condition or operations.

7. EVENTS OF DEFAULT

7.1 Events of Default. Each of the following events constitutes an "Event of Default" under this Agreement:

(a) The Borrower defaults in the payment when due of any principal of the Loan, any interest payment due thereon under section 3.2, or any other amount payable under this Agreement;

(b) The Borrower defaults in the performance of any other term, covenant, condition, agreement, undertaking or provision of this Agreement or any security collateral hereto and such default continues for more than 7 days after written notice has been given by the Lender to the Borrower;

(c) any representation or warranty made by the Borrower up to the date hereof or made herein or in any certificate or other writing to be delivered by the Borrower to the Lender hereunder, is incorrect in any material respect on the date as of which such representation or warranty was made or purported to be made;

(d) an order is made or a resolution passed for the liquidation or winding-up of the Borrower;

(e) if the Borrower becomes insolvent, admits in writing its inability to pay its debts as they become due or otherwise acknowledges its insolvency, commits an act of bankruptcy, makes an assignment or bulk sale of its assets, is adjudged or declared bankrupt or makes an assignment for the benefit of creditors or a proposal or similar action under the *Bankruptcy and Insolvency Act (Canada)*, the *Companies Creditors Arrangement Act (Canada)* or any similar legislation, or commences any other proceedings relating to it under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or thereafter in effect, or consents to any such proceeding;

(f) any execution, sequestration, or other processes of any Court becomes enforceable against the Borrower, or if a distress or analogous process is levied upon the property of the Borrower, or any part thereof, provided such process is not in good faith disputed (and in that event the Borrower shall give or post adequate security to pay in full the amount claimed in the event that it shall be held to be a valid claim) or insured against by the Borrower;

(g) if the Borrower fails to observe or perform any of the covenants in any lease, license, concession, or agreement whereby any property or rights of the Borrower (if the same are material in the reasonable opinion of the Lender to the efficient operation of the Borrower) may become liable to forfeiture and any such default as aforesaid shall continue for a period of 30 days or for such shorter period as would at any time if continued render any property of the Borrower liable for forfeiture;

(h) if the Lender believes in good faith and upon commercially reasonable grounds that the prospect of payment of the Loan or any interest thereon has become impaired due to a material change in the control, character, capacity or collateral of the Borrower, or the performance of any of the other terms or covenants of this Agreement has been or is about to be impaired; or

(i) if the Borrower shall be in default with respect to any agreement, security or other document made or executed by the Borrower in favour of any of its creditors.

7.2 Remedies For Events of Default. Upon the occurrence of an Event of Default, the Lender may:

(a) forthwith declare due and payable the outstanding balance of the Loan and any accrued interest thereon without presentment of any promissory notes evidencing the same, and without demand, protest or other notices of any kind, all of which are hereby expressly waived; and/or

(b) exercise any and all rights, powers, remedies and recourses available to the Lender under this Agreement, at law, in equity or otherwise.

7.3 Waiver of Default. The Lender may by written instrument in its absolute discretion at any time and from time to time waive any breach by the Borrower of any of the covenants herein.

7.4 No Waiver. No failure or delay on the part of the Lender in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof: nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly specified are cumulative and not exclusive of any rights or remedies which the Lender would otherwise have. The acceptance by the Lender of any further security or of any payment of or on account of the Loan after a default or of any payment on account of any partial default shall not be construed to be a waiver of any right to take advantage of any future default or of any past default not completely cured thereby. The Lender may exercise any and all rights, powers, remedies and recourses available to it under this Agreement, any promissory notes, or any other remedy available to it, concurrently or individually without the necessity of an election.

7.5 Records of The Lender. The records of the Lender as to payment of any money payable hereunder or any part thereof being in default or of any demand for payment having been made shall be prima facie evidence of such fact.

8. MISCELLANEOUS

8.1 Survival of Representations, etc. All representations, warranties, covenants and agreements made herein and in any certificate or other document expressed to be delivered pursuant hereto by or on behalf of the Borrower are material and shall conclusively be deemed to have been relied upon by the Lender, notwithstanding any prior or subsequent investigation by the Lender and shall survive advances made by the Lender of any amount of the Loan and the fulfilment of all other transactions and deliveries contemplated hereunder and shall continue in full force and effect so long as any of the principal amount of or interest on the Loan remains outstanding and unpaid. All statements contained in any certificate or other document expressed to be delivered to the Lender or the Lender's counsel under this Agreement shall be deemed to be representations and warranties by the party making the same.

8.2 Notice. A notice, demand, consent or request required or permitted to be given pursuant to this Agreement may only be given in writing and by delivery or by confirmed facsimile transmission to the address or facsimile number of such party set out below or at such other address or facsimile number as that party may designate by notice under this Agreement:

(a) To the Borrower:

MetroBridge Networks Corporation
918-1030 West Georgia Street
Vancouver, B.C. V6E 2Y3

Attention: Christopher Morris
Facsimile: 604-628-2650

(b) To the Lender:

NBCN Inc ITF Barlow Partners Income & Growth Portfolio
c/o Barlow Capital Partners
740 – 730 View Street
Victoria, B.C. V8W 3Y7

Attention: Stephen Barlow or Andrew Shortreid
Facsimile: 250-385-3312

Any notice aforesaid shall, if actually delivered be deemed to have been given and made at the time of delivery and if sent by facsimile device be deemed to have been given or made on the day in the jurisdiction of the sender following the date it was sent.

8.3 No Prejudice. Nothing in this Agreement contained shall prejudice or impair any other right or remedy which the Lender may otherwise have with respect to the Loan hereunder or any rights or remedies it may have with respect to other loans which the Lender may make to the Borrower.

8.4 Borrower Assignment. The Borrower shall have the right to assign or transfer its rights hereunder or any portion of the Loan with the written consent of the Lender.

8.5 Enurement. This Agreement shall be binding upon and enure to the benefit of the Borrower and the Lender and their respective successors and assigns.

8.6 Fees. All legal, transfer, and banking fees incurred by the Lender in the execution of the Agreement are payable by the account of the Borrower.

8.7 Time. Time shall be of the essence of this Agreement.

8.8 Counterparts. This Agreement may be signed in as many counterparts as may be necessary, and may be signed by telecopy (facsimile), telex or other means of electronic communications producing a printed copy, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear the date set forth above.

AS EVIDENCE OF THEIR AGREEMENT the parties hereto have caused this Agreement to be executed and delivered by their authorized officers as of the date first noted above.

METROBRIDGE NETWORKS CORPORATION, by its authorized signatory:

Per:
Name:
Title:

NBCN Inc ITF Barlow Partners Income & Growth Portfolio, by its authorized signatory:

Per:
Name: JOHN STANLEY
Title: SECTION MANAGER - 525

AS EVIDENCE OF THEIR AGREEMENT the parties hereto have caused this Agreement to be executed and delivered by their authorized officers as of the date first noted above.

METROBRIDGE NETWORKS CORPORATION, by its authorized signatory:

Per:
Name: Christopher Mannis
Title: Chief Financial Officer

NBCN Inc ITF Barlow Partners Income & Growth Portfolio, by its authorized signatory:

Per:
Name:
Title: