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SPACE LICENSE AGREEMENT

THIS AGREEMENT made on the 15th day of JUNE 1998

BETWEEN: BURRARD INTERNATIONAL HOLDINGS INC.

(hereinafter referred to as "THE LICENSOR")

OF THE FIRST PART

AND: GT GROUPELECOM NETWORKS INC.
1000-701 West Georgia Street
P.O. Box 10143, Pacific Centre
Vancouver, B.C.
V7Y 1C6

(hereinafter referred to as "GTN")

OF THE SECOND PART

WHEREAS:


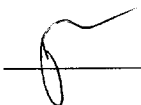
- A. THE LICENSOR has agreed to license certain space, as approved by THE LICENSOR in attached Schedules and/or Addendum, to GT Group Telecom Networks Inc., its successors and assigns to install, operate and maintain communications equipment, cabling, connections and associated hardware on a non exclusive basis, in or on the buildings and lands at :

1030 WEST GEORGIA ST, VANCOUVER, B.C. [BURRARD BUILDING]

(hereinafter referred to as "THE SITE").

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual promises herein contained, the parties agree each with the other as follows:

1. THE LICENSOR hereby grants a license to GTN for certain areas in and on THE SITE designated for the purpose of installing, operating and maintaining cabling, connections and ancillary equipment (hereinafter referred to as the "EQUIPMENT") so as to provide telecommunication services.
2. On termination of this agreement, GTN will remove all EQUIPMENT installed pursuant to this agreement, save for that equipment installed in schedule A. GTN shall make good all damage and indemnify against all losses, costs and expenses relating to the installation, operation, or removal of such EQUIPMENT. Upon mutual agreement, THE LICENSOR will have the right to assume ownership of the EQUIPMENT and cabling, or portions thereof, without payment.
3. GTN will not at any time install EQUIPMENT until it has provided a set of plans, and THE LICENSOR has approved those plans, such approval not to be unreasonably withheld.
4. GTN will have free and reasonable access to THE SITE during normal business hours provided that the building manager has received prior notice thereof. After normal business hours, access to THE SITE will only be with the prior approval of THE LICENSOR, such approval not to be unreasonably withheld.
5. GTN will at all times during the term of this agreement, keep the EQUIPMENT in good repair and will comply with all relevant laws and will, at their cost, ensure that at no time does the EQUIPMENT or the operation and location of the EQUIPMENT prohibit the normal operations or renovations of THE SITE.



6. Should interference develop at any time between the installations of other users of THE SITE and those of GTN, GTN shall promptly agree to cooperate in determining the cause of such interference and shall take immediate steps to resolve the interference. Should GTN be at fault for the interference without prior rights, GTN shall resolve the interference at its own expense.
7. GTN will maintain liability insurance on terms and in an amount not less than \$5 million to insure against, and save harmless THE LICENSOR from, any claims for damages due to damage to property or injury to persons (including death) arising out of the installation, maintenance and operation of the EQUIPMENT. Upon request, GTN will provide THE LICENSOR with proof of such insurance.
8. GTN will pay all costs, taxes and other levies related to the installation, maintenance, operation and relocation of the EQUIPMENT.
9. Each of the parties hereto acknowledge and agree that this agreement constitutes the giving of a license and does not constitute or contain any lease of property.
10. This Agreement endures to the benefit of and is binding on the parties to the Agreement and their respective heirs, executors, administrators and permitted assigns.
11. In the event of any breach of this Agreement the party not in breach shall give the party in breach written notice both describing the breach and setting a reasonable time within which it must be cured. If a resolution is not achieved within thirty days from the receipt of the written notice, then a party may move for mandatory, binding arbitration pursuant to the Commercial Arbitration Act of B.C.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day, month and year first above written.

THE AUTHORIZED SIGNATURE OF:
BURNARD INTERNATIONAL HOLDINGS INC.

(“THE LICENSOR”)

(Authorized signature)

Date: June 16, 1998

(name)

Vice President

GT GROUP TELECOM NETWORKS INC (GTN)

(Authorized signature) ("THE LICENSEE")

Date: JUNE 17, 1998

Dan Bouillet
Vice President Network Facilities

SPACE LICENCE AGREEMENT - ADDENDUM ONE
1030 WEST GEORGIA ST. VANCOUVER, B. C.

DESCRIPTION

1.....The agreement shall commence on the 15TH day of JUNE 1998 .

Fees for schedule "A" shall be payable upon completion of the entry cable installation.

Fees for schedule "B" shall be payable either 90 days from the commencement date of this agreement , or upon the completion of equipment installed pursuant to schedule "B" , whichever is first. Fees shall be paid in advance, pro-rated until December 31, 1998. Thereafter, the fees shall be paid in advance at Jan. 1 of each year.

2.....In the event of termination, [see paragraph 2] the LICENSOR agrees to allow the LICENSEE to retain equipment in schedule A, at a rental cost and a location to be determined. The LICENSEE agrees to pay any relocation costs. If parties fail to establish mutually agreeable rental costs, then upon thirty [30] days notice by LICENSEE to LICENSOR, both parties shall agree to Binding Arbitration pursuant to the Commercial Arbitration Act of B.C.

SPACE LICENCE AGREEMENT - SCHEDULE "A"
PERMANENT INSTALLATION
1030 W. GEORGIA ST. VANCOUVER [BURRARD BUILDING]

DESCRIPTION

Fiber Optic entry cable, up to and including demarcation point.

SPECIAL REQUIREMENTS

DIAGRAMS [TYPICAL], PHOTOGRAPHS, AND SCHEMATICS

ACKNOWLEDGEMENTS

The following authorized signatories acknowledge and permit the presence of GT Group Telecom Networks Inc. personnel and equipment on the site and accept this schedule as an extension of and subordinate to the Space Licence Agreement between BURRARD INTERNATIONAL HOLDINGS INC. and GT GROUP TELECOM NETWORKS INC. and dated.....JUNE 15, 1998.....

Building Owner or Property Manager

GT Group Telecom Networks Inc.

Name.....

Signature.....

Signature.....

Date.....JUNE 16, 1998.....

Date.....JUNE 17, 1998.....

SPACE LICENCE AGREEMENT - SCHEDULE "B"
TERM..... TWELVE [12] YEARS WITH RENEWABLE 12 YEAR TERM

1030 W. GEORGIA ST. VANCOUVER B.C. [BURRARD BUILDING]

DESCRIPTION

Cable and related hardware, as shown in a typical diagram from demarcation point, through to but not limited , riser cabinets, raceways, distribution boxes, and horizontal distribution cable.

SPECIAL REQUIREMENTS

DIAGRAMS [TYPICAL], PHOTOGRAPHS, AND SCHEMATICS

ACKNOWLEDGEMENTS

The following authorized signatories acknowledge and permit the presence of GT Group Telecom Networks Inc. personnel and equipment on the site and accept this schedule as an extension of and subordinate to the Space Licence Agreement between BURRARD INTERNATIONAL HOLDINGS INC. and GT GROUP TELECOM NETWORKS INC. DATED.....JUNE.....15, 1998.

Building Owner or Property Manager

GT Group Telecom Networks Inc.

Name....

Signature.....

Date.....

.....

Date.....

FEE SCHEDULE

PAGE 1 OF 2

[Pursuant to Space/Licence Agreement]
1030 W GEORGIA ST. [Burrard Building] Vancouver, B.C.

SCHEDULE "A"

Entrance cable to Demarcation point

Term;

No fixed term

Fees [one time]

\$250.00

SCHEDULE "B" [see note 1]

From demarcation point to riser system & horizontal distribution to tenants premises. Includes floor space, up to one hundred [100] square feet for floor cabinet in designated room.

Term; note 2

12 years, renewable
with renewable
12 yr. term

Fees [distribution]\$1500.00/yr., Paid Annually
at Jan. 1 each yr., pro-rated
initial year. Rates shall be
reviewed at 5 year intervals.

Fees [special]

e.g. Power i.e. 20 Amp. circuit

To be determined

NOTE 1

Schedule "B" concerns the expansion of cable facilities beyond the demarcation point necessary to provide service to tenants.

FEE SCHEDULE **PAGE 2 OF 2**
1030 W. GEORGIA ST. VANCOUVER [BURRARD BUILDING]
[Pursuant to space/licence agreement]

NOTE 2
OPTION TO RENEW

If the Licensee regularly pays said fees and performs the covenants herein, the Licensor shall grant a renewal lease for a term of twelve (12) years upon twelve (12) months' notice prior to the expiration of the term. The renewal term will be upon the same terms and conditions contained herein, save as to fees in Schedule "B". Rents for said renewal term shall be agreed upon between the parties and shall be based on the fair market rental for similar access and opportunities. **The rates shall be reviewed at five [5] year intervals.** The parties shall commence making bona fide efforts twelve (12) months prior to the commencement date of the Renewal Term or Rate Review date as to the Fair Market Rent with respect to the leased premises or facilities. If, however, the parties have not agreed as to the amount of rent by the sixtieth [60th] day prior to the commencement of the Renewal Term, or Rate Review date, then the rent shall be determined either;

[a] by an arbitrator mutually agreed upon by the parties who shall be a person currently active in the Province of British Columbia as an accredited Real Estate appraiser having not less than five years experience as an appraiser; or

[b] if the parties are unable to agree as to an arbitrator pursuant to clause [a] of this paragraph, then such Fair Market Rent shall be determined by a single arbitrator in accordance with the provisions of the commercial Arbitration Act S.B.C. 1986, c.3 and amendments thereto or legislation in substitution therefore.