

BUILDING LICENSE AGREEMENTTHIS AGREEMENT made on the 5th day of November 19 99

BETWEEN: ROTHERHAM HOLDINGS LTD.
#700 - 595 Howe Street
Vancouver, B.C. V6C 2T5

(Hereinafter referred to as "THE LICENSOR")

OF THE FIRST PART

AND: GT GROUP TELECOM SERVICES CORP.
700 West Georgia St., 10th Floor
Vancouver, B.C.
V7Y 1B6

(Hereinafter referred to as "GT")

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 Services Corporation, it's 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 :

1200 WEST PENDER ST., VANCOUVER, B.C.

(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 GT 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, GT will remove all EQUIPMENT and cabling installed pursuant to this agreement, save that in Schedule A. GT 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. GT will not at any time install additional EQUIPMENT until it has provided a set of plans, and THE LICENSOR has approved those plans.
4. GT 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 or delayed. GT 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.
5. Should interference develop at any time between the installations of other users of THE SITE and those of GT, GT shall promptly agree to cooperate in determining the cause of such interference and shall take immediate steps to resolve the interference at its own expense should GT be at fault and without prior rights
6. GT will maintain liability insurance on terms and in amounts sufficient 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, GT will provide THE LICENSOR with proof of such insurance.
7. GT will pay all costs, taxes and other levies related to the installation, maintenance, operation and relocation of the EQUIPMENT. . The Licensor shall not unreasonably request that the Equipment be relocated, but if it must be relocated, the Licensor agrees to provide space mutually suitable and of no less dimensions than the original Equipment space. For this purpose, a request by the Licensor for relocation to accommodate a competitor of the Licensee is agreed to be unreasonable. GT shall at its own cost and expense remove all of the Equipment from THE SITE at the expiration or earlier termination of this Agreement, and shall make good any damage caused to THE SITE as a result of the installation or removal thereof.
8. 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 enures to the benefit of and is binding on the parties to the Agreement and their respective heirs, executors, administrators and permitted assigns. Subject to the following two exceptions, GT agrees that it will not assign its rights under this agreement to any third party without the prior written consent of the Licensor, such consent not to be unreasonably withheld, delayed, or conditioned, provided that GT may, with notice to the Licensor but without need for the Licensor's consent, assign it's rights and benefits under this Agreement [1] to a corporation which controls, is controlled by, or is under common control with GT provided GT remains liable under this Agreement and the use of the licensed site does not change, and [2] for security purposes, to Lucent Technologies Inc. and any other senior lender to GT on terms which include the lender's right to receive notice of any default by GT and a reasonable opportunity to cure any such default by GT]
- 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.

- 12 Should at any time during the term of this agreement the Licensee feel that the terms and conditions of this agreement or the technologies of the Licensee are not economically viable, the Licensee may terminate this agreement upon 60 day notice to the Licensor. All obligations save for continued license fees will remain until the Licensee has removed the Equipment and restored the premises or transferred ownership as per the provisions of this agreement.
13. Time shall be of the essence of this Agreement.
14. Except for the payment of money and unless dealt with elsewhere in this Agreement, neither party shall be liable to the other for any delays or failure to perform resulting directly from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any Governmental Entity. Where applicable, performance time shall be considered extended for a period of time equivalent to the time lost because of any such delay.
- 15 *This agreement shall have an initial term of five [5] years commencing on November 1, 1999 and shall expire Oct. 30, 2004. GT shall have at their option, a right to renew the agreement for one additional term of five [5] years under the same terms and conditions save for the fee which shall be mutually agreed upon by both Parties. The Licensor agrees that unless the Licensor, acting reasonably, can show just cause to preclude such renewal, the Licensor shall make all best efforts to grant such renewal.***
- 16 *Notwithstanding anything contained in this Agreement to the contrary, if the Licensor intends to demolish, sell, substantially renovate, or redevelop the Site, the Licensor may terminate this Agreement or any renewal thereof upon giving GT no less than six [6] months written notice and this Agreement and any renewal thereof shall expire on the day specified in the notice. Upon expiry of this Agreement, GT shall;***
- [a] Surrender the space leased from the Licensor and***
 - [b] Pay the fee to the Licensor to the expiry date with any prepaid amount***
being credited to the account of GT and
 - [c] From the date notice is given to the expiry date, GT shall cooperate with the***
Licensor and execute any documents appropriate or necessary to subordinate and
Subject its interest in the Site or the Land to any easements, rights of way or other
Interests required for the demolition, sale, redevelopment, or renovation and
 - [d] on or before the expiry date, discharge any registration made against the Site or***
the Land protecting its interest in this Agreement.

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

THE AUTHORIZED SIGNATURE OF:

____ ("THE LICENSOR")

(Authorized signature)

Date _____

(name)

(title)

GT GROUP TELECOM SERVICES CORP. (GT)

(Authorized signature) ("THE LICENSEE")

Date: Nov. 09, 1999

GENERAL COUNSEL
(title)

GROSS FEE SCHEDULE [See Note 1]
[Pursuant to Building/Licence Agreement]
1200 W PENDER ST., VANCOUVER, B.C.

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SCHEDULE "A"

Entrance cable to Demarcation point

Term;

5 Years with 5 Year Option

SCHEDULE "B" [see note 2]

From demarcation point to riser system & horizontal distribution to tenants premises. Includes floor space approximately 100 Sq. Ft for floor cabinet in main telephone room or room designated.

Term; [see note 3]

5 years, with one
renewable 5 Yr. Term

Fees ..First Twelve [12] years.....\$500/yr., Paid Annually
in advance on commencement
Date.

Fees [special]

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

\$25/mo

NOTE 1

All fees paid for use of space shall be considered "gross" and shall not be subject to additional annual operating increases. Fees shall only be increased with the requirement for additional space or increased services. [eg. More electrical Power] or at the conclusion of a rate review period.

NOTE 2

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

FEE SCHEDULE

PAGE 2 OF 2

1200 W PENDER ST., VANCOUVER, B.C.

[Pursuant to Building Licence agreement]

NOTE 3

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 five [5] 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 parties shall commence making bona fide efforts twelve (12) months prior to the commencement date of the Renewal Term 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 if the commercial Arbitration Act S.B.C. 1986, c.3 and amendments thereto or legislation in substitution therefore.

BUILDING LICENCE AGREEMENT - SCHEDULE "A"
1200 West Pender St
Vancouver B.C.

DESCRIPTION

Fiber Optic entry cable, up to and including demarcation rack, which may require approximately ten sq. feet of floor space in a room designated by Licensor, as well as approximately twelve sq. ft of wall space for cable maintenance loop cabinet.

SPECIAL REQUIREMENTS

DIAGRAMS [TYPICAL], PHOTOGRAPHS, AND SCHEMATICS [Attach]

ACKNOWLEDGEMENTS

The following authorized signatories acknowledge and permit the presence of GT Group Telecom Services Corp. personnel and equipment on the site and accept this schedule as an extension of and subordinate to the Building License Agreement between _____ and GT Group Telecom Services Corp. dated

Building Owner or Property Manager

GT Group Telecom Services Corp.

Name

Signature.....

Signature.....

Date..... Nov 1999

Date..... Nov. 09, 1999

BUILDING LICENCE AGREEMENT - SCHEDULE "B"
1200 W. Pender Street, Vancouver, B.C.

DESCRIPTION

Cable and related hardware from demarcation rack, up to but not limited to rack floor space [approximately 100 Sq. Ft in a room to be designated], access to riser cabinets, riser cable, raceways, distribution boxes, horizontal distribution cable, rooftop access and roof top space.

SPECIAL REQUIREMENTS

DIAGRAMS [TYPICAL], PHOTOGRAPHS, AND SCHEMATICS

ACKNOWLEDGEMENTS

The following authorized signatories acknowledge and permit the presence of GT Group Telecom Services Corporation personnel and equipment on the site and accept this schedule as an extension of and subordinate to the Building Licence Agreement between.....and GT Group Telecom Services Corp. dated

Building Owner or Property Manager GT Group Telecom Services Corp.

Name

Signature

Date..... Nov. 7, 1999

Signature

Date..... Nov. 09, 1999

GT Group Telecom Inc.
840 Howe Street, 3rd floor
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Vancouver BC V6Z 2L2

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e-mail info@gt.ca
website www.gt.ca

group telecom

THE POWER OF INFORMATION

November 15, 1999

Rotherdam Holdings Ltd ("Owner")
#700 – 595 Howe Street
Vancouver, B.C. V6C 2T5

Re: The Building License Agreements dated November 05, 1999 between "Owner" and GT Group Telecom Services Corp. ("GT")

We hereby notify you in accordance with Section 10 of the above referenced agreements that we have assigned our rights and obligations for the following addresses made under this agreements as collateral security to Montreal Trust Company of Canada as collateral agent for our lender, Lucent Technologies Inc.:

- 535 Thurlow Street Vancouver British Columbia
- 1200 West Pender Street, Vancouver British Columbia

Yours truly,

GT GROUP TELECOM SERVICES CORP.

Per: _____
Authorized Signatory

VIA REGISTERED MAIL