

BUILDING LICENSE AGREEMENT

THIS AGREEMENT made on the 10<sup>TH</sup> day of AUGUST 1999

BETWEEN: NETWORK PROPERTY MANAGEMENT LTD.  
1650 WEST 2ND AVE  
VANCOUVER BC  
V6J 4R3

(Hereinafter referred to as "THE LICENSOR")

OF THE FIRST PART

AND: GT GROUP TELECOM SERVICES CORP.  
P.O. Box 40  
Suite 300-840 Howe St.,  
Vancouver, B.C.  
V6Z 2L2

(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 :

**1650 WEST 2<sup>ND</sup>. AVE., 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 its 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 a term of TEN [10] YEARS commencing August 15, 1999 and terminating August 14, 2009 with one [1] renewable five [5] year option. The option to renew must be made in writing by GT to the Licensor at least twelve [12] months prior to the expiry of the initial term.*

16 *This agreement may be terminated by the Licensor if the Licensor elects to move from the Site, provided that such termination does not interfere with GT's ability to provide services to any other <sup>current</sup> occupant of the Site. Notice of such termination by the Licensor shall be given by the Licensor to GT at least ninety [90] days prior to such termination.*

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

THE AUTHORIZED SIGNATURE OF:

NETWORK PROPERTY MANAGEMENT LTD. ("THE LICENSOR")

\_\_\_\_\_  
(Authorized signature)

Date: AUGUST 10, 1999

\_\_\_\_\_  
(name)

President  
(title)

GT GROUP TELECOM SERVICES CORP. (GT)

\_\_\_\_\_  
(Authorized signature) ("THE LICENSEE")

Date: August 16, 1999

\_\_\_\_\_  
(title)

**BUILDING LICENCE AGREEMENT - SCHEDULE "A"**  
**1650 WEST 2<sup>ND</sup>. AVE., VANCOUVER, BC**

**DESCRIPTION**

Cable , antenna[s] power supply [ies] and miscellaneous equipment necessary to provide services, together with approximately twelve [12] sq. feet of wall space in a room designated by the Licensor , including roof-top access and roof-top space.

**SPECIAL REQUIREMENTS**

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

**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 License Agreement between

..... and GT Group Telecom Services Corporation, dated

AUGUST 10, 1999 *Or.*

**Building Owner or Property Manager**

**GT Group Telecom Services Corporation**

Name.....

Name .....

Signature.....

Signature.....

Date..... *Aug 10 1999*

Date..... *Aug. 16/99*

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