

SPACE LICENSE AGREEMENT

THIS AGREEMENT made on the 28TH day of JULY, 1997

BETWEEN: #76 Corporate Ventures Ltd.
Suite 205 - 990 Homer Street
Vancouver, B.C. V6B 2W7

Steven Forth
Fact Media International
240 - 1737 West 3rd Ave.
Vancouver, B.C.

(hereinafter referred to as "THE LESSOR")

OF THE FIRST PART

AND: BSC Broadband Solutions Network Inc.
1000-701 West Georgia Street
P.O. Box 10143, Pacific Centre
Vancouver, B.C.
V7Y 1C6

(hereinafter referred to as "BSN")

OF THE SECOND PART

WHEREAS:

- A. has agreed to license certain space to BSN it's successors and assigns to operate and maintain communications equipment, cabling, connections and associated hardware in or on the buildings and lands at 1737 West 3rd 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. hereby grants a license to BSN for certain areas in and on THE SITE which is designated by, for the purpose of installing, operating, maintaining and removing it's communications equipment, cabling, connections and associated facilities. (hereinafter referred to as the "EQUIPMENT")
2. This licensing agreement shall have a term of ten (10) years commencing August 1, 1997 and terminating July 31, 2007.
3. On termination of this agreement, BSN will remove all EQUIPMENT installed pursuant to this agreement. BSN shall make good all damage and indemnify against all losses, costs and expenses relating to the installation, operation, or removal of such EQUIPMENT. If such is not removed by BSN

as herein required, THE LESSOR will have the right to assume ownership of the same and remain responsible hereinafter for all expenses, responsibilities and obligations.

4. BSN will not at any time install additional EQUIPMENT until it has provided a detailed set of plans, and THE LESSOR has approved those plans.
5. BSN will have free and uninterrupted access in and to THE SITE through the on-site customer.
6. BSN 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 ensure that at no times does the EQUIPMENT or the operation of the EQUIPMENT constitute a nuisance.
7. Should interference develop at any time between the installations of other users of the site and those of BSN, BSN shall agree to cooperate in determining the cause of such interference and upon the determination of such cause the party responsible of such cause shall take immediate steps to eliminate the interference at its expense.
8. BSN will maintain public liability insurance on the EQUIPMENT in such amounts and with such policies as is reasonable in the circumstances.
9. BSN will pay installation costs, taxes and other governmental rates and levies related to the installation of the EQUIPMENT.
10. 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.
11. 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.
12. THE LESSOR hereby grants to BSN the option to renew this license for a further term of ten (10) years, by BSN giving written notice to not less than three (3) months prior to the commencement of the renewal term. The renewal terms shall be negotiated to the mutual agreement of BSN and.

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

THE CORPORATE SEAL OF:

C/S

#76 CORPORATE VENTURES LTD. (THE LESSOR

Fact Media International

was hereunto affixed in the presence of:

St Forth

[Signature]
(Authorized signature)

(Authorized Signatory)
Steven Forth, President

(name and title)

THE CORPORATE SEAL OF:

C/S

BSC Broadband Solutions Network Inc.

was hereunto affixed in the presence of: VP 11

[Signature]
(Authorized signature) VP NETWORK FACILITIES.

(name and title)

JUN-23-99 WED 10:54 AM

Re: 1737

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P. 01

West 3rd Ave.

NOTICE OF COLLATERAL ASSIGNMENT

TO: The Person(s) Named in Schedule A

RE: Assigned Agreement(s) Referred to in Schedule A

GT Group Telecom Services Corp. ("GT Services") has agreed to grant a security interest (the "Security Interests") in favour of Montreal Trust Company of Canada, as Collateral Agent, (the "Collateral Agent") in all present and after-acquired property, assets and undertaking of GT Services as security for the obligations of GT Services for credit and loans advanced pursuant to a Credit Agreement among GT Services, GT Group Telecom Inc., Talent Technologies Inc., as Administrative Agent and a Lender, such other Lenders as may become parties thereto and the Collateral Agent. The collateral subject to such Security Interests includes or will include all right, title and interest of GT Services in to and arising under the agreement(s) referred to in Schedule A (the "Assigned Agreements").

The purpose of this Notice is to advise you of the granting of the Security Interests and resulting collateral assignment in favour of the Collateral Agent of GT Services' rights and interests in and arising under the Assigned Agreements, and to request your consent and acknowledgement thereof for the benefit of the Collateral Agent in the terms set out below.

Dated this 20th day of May, 1999

GT GROUP TELECOM SERVICES CORP.

by

CONSENT AND ACKNOWLEDGEMENT

TO: Montreal Trust Company of Canada, as Collateral Agent and secured party for and on behalf of itself and certain other secured parties (collectively, the "Secured Parties"), and to its successors and assigns as Collateral Agent in respect of the Security Interests (the "Collateral Agent")

AND TO: GT Group Telecom Services Corp.

For and in consideration of the sum of \$10 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the undersigned), the undersigned consents to the granting of the Security Interests and to

JUN-23-99 WED 10:57 AM

P. 01

- 3 -

applicable Assigned Agreement, as the case may be, addressed to the Collateral Agent as follows:

Montreal Trust Company of Canada
Corporate Trust Services
151 Front Street West
Suite 605
Toronto, Ontario
M5J 2N1

Attention: Manager, Corporate Trust
Telecopy No.: (416) 981-9777

Any notice so given shall be deemed to have been given at such time as is provided for in the rules applicable to notices given in such manner under the applicable Assigned Agreement.

This Acknowledgment [and Consent] may be executed in counterparts and delivered by facsimile transmission.

Dated June 23, 1999.

Name: NEW MILLENNIUM I.

by:

Title: PRESIDENT
Authorized Signing Officer