

## LICENSOR'S CONSENT

This Agreement dated the 12<sup>th</sup> day of March 2003.

In consideration of the installation of equipment by **GT Group Telecom Services Corp.** ("Licensee") to enhance telecommunications services of the **Pacific Western Trust** ("Tenant") located at 410 22<sup>nd</sup> Street East, Saskatoon, Saskatchewan, building known as Saskatoon Square. ("Building"), **Saskatoon Square Ltd.** ("Licensor") consents to such installation on the following terms:

1. Licensee may install, maintain and operate its telecommunication equipment in accordance with drawings attached hereto as Schedule "A";
2. Requirements and Conditions - The Licensee may install and operate the Telecom Facilities subject to strict adherence by the Licensee to the requirements and conditions stipulated in this Consent. The requirements and conditions are as follows:
  - (a) Location - The size, configuration and location of the area or areas in which the Telecom Facilities are situated from time to time (the "Licensed Areas") are all subject to the Licensor's prior written approval, and are subject to reconfiguration and relocation from time to time at the Licensor's expense on prior reasonable written notice from the Licensor to the Licensee. The Licensor will not exercise this right to reconfigure or relocate the Licensed Areas except on a *bona fide* basis and in circumstances where:
    - (i) it is necessary or advisable in conjunction with alterations that are made or to be made in connection with the Building, the Land or the Common Elements;
    - (ii) where the Telecom Facilities or components of the Telecom Facilities have become surplus;
    - (iii) where operating efficiencies, cost savings or other enhancements in respect of the Common Elements or other components of the Building require it; or
    - (iv) where the operation of the Telecom Facilities or any components of them interfere with the use or operation of other parts of the Building, other equipment (regardless of its nature) within the Building or in any nearby buildings or properties or with other users or occupants of the Building, or the Land.
  - (b) Term - The term during which the Licensee is entitled to keep the Telecom Facilities and use them within the Licensed Areas is coincident with the term of the Tenant's Lease and any renewal or extension of the term; however, either party may terminate this License on 30 days' written notice in any of the following circumstances where the Licensor determines on a *bona fide* basis that it is no longer feasible to continue to permit the Telecom Facilities to be used by the Tenant and that it is not feasible to relocate or reconfigure them:
    - (i) the Building or Common Elements are substantially damaged;
    - (ii) the entire Building or the entire Land or any portion affecting the Tenant's premises thereof is expropriated;
    - (iii) the Licensor intends to redevelop, alter, expand or demolish the Building, improvements on the Land or material portions of them; or

- (iv) the Licensee determines that it no longer finds it commercially or technically viable to continue its operations in the Building.
- (c) Plans and Specifications - The Telecom Facilities must not be installed until detailed plans, specifications and working drawings prepared in accordance with the engineering standards have prepared by the Licensee and reviewed by the Licensor or the Licensor's authorized agent and approved in writing. The Licensor in reviewing and approving the plans, specifications and working drawings for the Telecom Facilities will be entitled to take into consideration the aesthetics of the Building and any safety, operating and other factors which it considers reasonable. The Licensee shall provide to the Licensor, within 30 days after installation of the Telecom Facilities, detailed as-built drawings prepared by a qualified engineer, confirming installation in accordance with the approved plans, specifications and working drawings. No alteration of any component of the Telecom Facilities will be permitted without the Licensor's prior written consent not to be unreasonably withheld or delayed.
- (d) Standards of Construction - All construction will be completed in a good and workmanlike manner, in accordance with all governmental requirements and engineering standards, and will be in full compliance with all requirements and conditions pertaining to building permits, user permits and operating permits. All work will be performed and all design and operation will be consistent with the requirements of all occupational health and safety legislation, safety codes and Environmental Laws. Before commencing any work in connection with the Telecom Facilities, the Licensee shall provide particulars to the Licensor concerning all proposed contractors and subcontractors and no contractor or subcontractor to which the Licensor objects with reasonable cause will be permitted to do any part of the work. The Licensee will ensure that no construction lien or other lien relating to any part of the work involved in installation, maintenance or repair of the Telecom Facilities will remain outstanding longer than 30 days after the Licensor gives written notice to the Licensee requiring removal of the claim, notice of claim or registration.

Each component of the Telecom Facilities will be clearly labelled by or on behalf of the Licensee in accordance with the Licensor's requirements in that regard.

All work will be completed in accordance with any reasonable directions or requirements imposed by the Licensor or the Licensor's agent and, should the Licensor require it, any work affecting the Building's basic systems, structure, aesthetics, exterior or roof will be completed under the supervision of a representative of the Licensor or, at the Licensor's option, by a contractor designated by the Licensor. The Licensee will pay any reasonable costs of supervision which the Licensor incurs in this regard.

- (e) Premises: POP Room and such other ancillary areas (eg: telephone and electrical closets, building risers, conduit) in the Building and upon the lands as may be reasonably required;
- (f) Licensee may carry out all necessary tests to the premises to satisfy itself that it may use the premises for its intended purpose and shall repair any damage to the Building caused by Licensee.
- (g) Licensee shall indemnify the Licensor for any personal injury or property damage caused by Licensee, its employees or agents and Licensee will insure against such risks.
- (h) Insurance - In recognition of the increased risk to the Licensor associated with the Telecom Facilities, the Licensee agrees obtain a general liability insurance policy up to a limit of \$5,000,000.00.
- (i) Licensee may connect its equipment to the Building's electrical systems and utilities including telephone, fibre and hydro and where applicable, to connect to Licensors' electrical grounding system, interior wiring, cabling and the equipment. Licensee will pay for its own electrical consumption

annually in arrears. Licensee warrants that its annual consumption will not exceed \$300.00 per annum and will provide consumption data to Licensors each year. Such payment by Licensee shall be subject to escalation as reasonably determined by Licensors.

- (j) The Licensors acknowledge that Licensee may transfer its interest in the equipment and/or the customer service contract to affiliates, principal lenders, an associate as defined in the CBCA (Canadian Business Corporations Act) and purchasers of its assets.
- (k) **Removal, Restoration and Acquisition Rights** - The Licensors may require the Licensee to remove all or any component of the Telecom Facilities at the expiry or earlier termination of the Tenant's Lease or upon termination of the Licensee's rights under this Consent and the Licensee will complete the removal and will restore all damage to the Building and the Land within a time frame specified by the Licensors (which will be reasonable), all at the Licensee's cost. Alternatively, where the Licensee's right to continue to use the Telecom Facilities has been terminated, the Licensors may require that components such as cable, conduit or any portions that are not easily removable or that may be useful to the Licensors be left in place and that title thereto be transferred to the Licensors (without payment of any compensation) free and clear of all encumbrances.
- (l) **Standards of Operation** - All aspects of the use and operation of the Telecom Facilities will be in accordance with all applicable governmental requirements and regulations. In particular, without limiting the general nature of this requirement, the Licensee will ensure that the guidelines set out in Safety Code 6 of Health Canada and Industry Canada (or any successor or replacement legislation or guidelines) are fully complied with in connection with radio frequency emission levels and the Licensee will provide to the Licensors whatever evidence the Licensors reasonably requests from time to time including, without limitation, a report by a qualified engineer confirming that any antennae included in the Telecom Facilities do not either by themselves or in conjunction with any other existing antennae that might be situated on the roof of the Building or elsewhere on the Land exceed recommended radio frequency emission levels. The Licensee will also ensure that there is no interference by any of the Telecom Facilities with the operation of any equipment or facilities in the Building or on the Land and, should the Licensors believe that this requirement is not being complied with, the Licensee will be required to provide whatever evidence (including engineer's reports) the Licensors may reasonably require to confirm compliance by the Licensee. If the Licensee fails to ensure that this interference does not occur, the Licensors may cut off power to the Telecom Facilities and may require the immediate removal of the Telecom Facilities or those parts of the Telecom Facilities that the Licensors determine are responsible for the interference. The Licensee will not alter any part of the Telecom Facilities or the manner in which any part of the Telecom Facilities is used without the Licensors' consent. The Licensee will not use any of the Telecom Facilities for any purpose other than as specified above and in particular will not use any antenna or any other component as a sign, sign base or for advertising.
- (m) **Acknowledgments, Representations and Warranties** - The Licensee acknowledges that it has received no representation or warranty from the Licensors in connection with any aspect of the Building or the Land in relation to the Telecom Facilities, that the Licensee has satisfied itself concerning all aspects of the Building and the Land, all site conditions and all other information pertinent to the installation, use and operation of the Telecom Facilities. No review or approval of any plans, specifications or drawings or other information submitted to the Licensors by the Licensee will be considered as a representation, acknowledgment, confirmation or inference that the Licensors has assumed or acknowledged any responsibility in connection with any aspect of the Telecom Facilities, their design, installation, use or operation, or as a waiver of the Licensors' rights under this Consent.

The Licensee represents and warrants to the Licensors, and acknowledges that the Licensors relies upon this representation and warranty in permitting the installation and use of the Telecom Facilities, that no

catastrophe, interruption, disruption or damage to any or all of the Telecom Facilities will have the effect of disrupting business activities of third parties situated inside or outside of the Building and the Land and that the Licensor will not be exposed to any claims by such third parties unless directly caused by the gross negligence of Licensor, its agents, contractors or consultants in connection with any damage to the Telecom Facilities.

- (n) Maintenance, Repairs and Replacement - The Licensee will at all times maintain the Telecom Facilities in first-class condition and repair and will ensure that the Telecom Facilities operate at all times properly and in accordance with all governmental requirements.
- (o) No Property Rights - The Licensee acknowledges that the rights granted under this Consent confer no property right, leasehold interest or easement in connection with any of the Telecom Facilities or the Licensed Areas. The Licensee's rights under this Consent are subordinate to the rights of all lenders, mortgagees, secured creditors and any Person claiming by or through them.
- (p) The Licensee will pay the Landlord a one-time fee in the amount of \$1,000.00 to partially reimburse the Landlord for the expenses that may be incurred by the Landlord in connection with this Agreement, including but not limited to, consulting, legal and technical service fees.

In consideration of the license granted to the Licensee under this Agreement, the Licensee will pay to the Licensor and annual fee of \$ Nil payable in equal monthly instalments in advance

Date: \_\_\_\_\_

Date: 20 MAR 03

GT Group Telecom Services Corp.

Saskatoon Square Ltd.:

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director National Facilities

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: SECRETARY

I have the authority to bind the Corporation.  
Mailing Address for Notices:  
20 Bay Street, Suite 700  
Toronto, Ontario M5J 2N8

I have the authority to bind the Corporation.  
Mailing Address for Notices:  
SUITE 1210, 1030 WEST GEORGIA ST.  
VANCOUVER BC  
V6E 2Y3

Attention: National Facilities  
Facsimile: \_\_\_\_\_ Tel: \_\_\_\_\_

Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_ Tel: \_\_\_\_\_