

SLA # 15

SPACE LICENSE AGREEMENT

THIS AGREEMENT made on the 16 day of MARCH, 1998

BETWEEN: 440 CAMBIE STREET
DEVELOPMENT GROUP
440 Cambie Street
Vancouver, BC

V6B 2N5
(hereinafter referred to as "THE LICENSOR")

OF THE FIRST PART

AND: GT GROUPTelecom 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 to GT Group Telecom Networks Inc., its successors and assigns to operate and maintain communications equipment, cabling, connections and associated hardware in or on the buildings and lands at

440 Cambie Street, Vancouver, BC (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")
2. On termination of this agreement, GTN will remove all EQUIPMENT installed pursuant to this agreement. GTN 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 GTN as herein required, THE LICENSOR will have the right to assume ownership of the same without any payment therefor.
3. GTN will not at any time install additional EQUIPMENT until it has provided a detailed set of plans, and THE LICENSOR has approved those plans.
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 ensure that at no times does the EQUIPMENT or the operation and location of the EQUIPMENT constitute a nuisance to 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 agree to cooperate in determining the cause of such interference and shall take immediate steps to resolve the interference at its own expense should GTN be at fault and without prior rights.
7. GTN will maintain public liability insurance on the EQUIPMENT in such amounts and with such policies as is reasonable in the circumstances.
8. GTN will pay installation costs, taxes and other levies related to the installation 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 enures to the benefit of and is binding on the parties to the Agreement and their respective heirs, executors, administrators and permitted assigns.

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

THE AUTHORIZED SIGNATURE OF:

on behalf of

990 Cambie Street ("THE LICENSOR")
Development Group,

was hereunto affixed in the presence of:

(Authorized signature)

(name and title) EXECUTIVE
DIRECTOR, ARCHITECTURAL
INSTITUTE OF BC

GT GROUP TELECOM NETWORKS INC.

was hereunto affixed in the presence of:

(Authorized signature) ("THE LICENSEE")

(name and title) VP NETWORK FACILITIES

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., Lucent 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**"). Any notices to the Collateral Agent should be addressed to it 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).

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 for the benefit of the Collateral Agent in the terms set out below.

Dated this 22nd day of September, 1999.

GT GROUP TELECOM SERVICES CORP.

by: _____

CONSENT

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 the collateral assignment of the Assigned Agreements to the Collateral Agent as described in the above Notice, and further agrees that: (a) the undersigned will not terminate any of the Assigned Agreements without first giving the Collateral Agent a reasonable opportunity to remedy the breach or default or other cause of termination complained of; (b) the Collateral Agent's is not obligated to remedy any breach or default or otherwise put the Assigned Agreements into good standing; and (c) the undersigned consents to the exercise of by the Collateral Agent of any of GT Services' rights under any one or more of such Assigned Agreements.

Dated September 23, 1999.

Name:

by: _____

Name:

Title: *CHARMAN SFCORP*

Authorized Signing Officer

Schedule A

Addressee: • 440 Cambie Street Development Group

Assigned Agreements:

1. Space License Agreement between GT Grouptelecom Networks Inc., a predecessor in name to GT Group Telecom Services Corp., and 440 Cambie Street Development Group, regarding 440 Cambie Street, Vancouver, British Columbia, V6B 2N5, dated March 16, 1998;