

SLA # 14

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SPACE LICENSE AGREEMENT

THIS AGREEMENT made on the 15 day of APRIL 1998

BETWEEN: A-G SEVEN HOLDINGS LTD  
STE. 300, 100 PARK ROYAL  
WEST VANCOUVER, B.C.  
V7T 1A2

(hereinafter referred to as "THE LICENSOR")

OF THE FIRST PART

AND: GT GROUPTHELECOM NETWORKS INC.  
1000-701 West Georgia Street  
P.O. Box 10143, Pacific Centre  
Vancouver, B.C.  
VTY 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., it's successors and assigns to install, operate and maintain communications equipment, cabling, connections and associated hardware in or on the buildings and lands at :

475 HOWE 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 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") so as to provide telecommunication services.
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. Upon mutual agreement, THE LICENSOR will have the right to assume ownership of the EQUIPMENT, or portions thereof, without payment.
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, 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.
6. Should interference develop at any time between the installations of other users of THE SITE and those of GTN, GTN 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 GTN be at fault and without prior rights.
7. GTN will maintain liability insurance on terms and in amounts appropriate 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, GTN will provide THE LICENSOR with proof of such insurance.
8. GTN will pay all costs, taxes and other levies related to the installation, maintenance, operation 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, month and year first above written.

THE AUTHORIZED SIGNATURE OF:

agents for J.G. Seaver  
Holding Ltd.  
("THE LICENSOR")

(Authorized signature)

Date:

April 15/98

(name)

(title)

Manager - Commercial Properties

GT GROUP TELECOM NETWORKS INC. (GTN)

("THE LICENSEE")

(Authorized signature)

Date:

APRIL 15 1998

Vice President Network Facilities

06/26/98 15:01 604 925 2739  
06/17/98 15:53 FAX 604 688 3011

MAPLE LEAF PROP. --- GT GROUP TELECOM 002/002  
GT GROUP TELECOM --- MAPLE LEAF PROP.

## SPACE LICENCE AGREEMENT - SCHEDULE "A"

475 HOWE ST., VANCOUVER, BC

### DESCRIPTION

Fiber Optic entry cable, up to and including demarcation point.

### SPECIAL REQUIREMENTS

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

### ACKNOWLEDGEMENTS

The following authorized signatories acknowledge and permit the presence of GT Group Telecom Networks Inc. personnel and equipment on the site and accept this schedule as an extension of and subordinate to the Space Licence Agreement between A-3 Seven Holdings Ltd. and GT Group Telecom Networks Inc.  
DATED April 15, 1998

Building Owner or Property Manager

GT Group Telecom Networks Inc.

Name...

Signature...

Date June 23/98

Date June 26 1998

**SPACE LICENCE AGREEMENT - SCHEDULE "B"**  
**475 HOWE ST., VANCOUVER, BC**

**DESCRIPTION**

Cable and related hardware, as shown in a typical diagram from demarcation point, up to but not limited to riser cabinets, 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 Networks Inc. personnel and equipment on the site and accept this schedule as an extension of and subordinate to the Space Licence Agreement between A-G Seven Holdings Ltd. and GT Group Telecom Networks Inc. DATED April 15, 1998

Building Owner or Property Manager

GT Group Telecom Networks Inc

Name.....

Signature.....

Date.....

June 25/98

Date.....

JUNE 26 1998

**NOTICE OF COLLATERAL ASSIGNMENT**

BLA 16

**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 20<sup>th</sup> day of May, 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.

or default  
by GT  
Services  
[Signature]

on a br  
[Signature]

Dated July 2, 1999. /

Name: /

by: /

Name:

Title:

Authorized Signing Officer

*Schedule A*

Addressee: • A.G. Seven Holdings Ltd.

**Assigned Agreements:**

1. Space License Agreement between GT Grouptelecom Networks Inc., a predecessor in name to GT Group Telecom Services Corp., and A.G. Seven Holdings Ltd., regarding 475 Howe Street, Vancouver, British Columbia, V6C 2B3, dated April 15, 1998.