

SPACE LICENSE AGREEMENT

BLA 67

THIS AGREEMENT made on the 1st day of January 1999

BETWEEN: 4167 INVESTMENTS LTD.
C/O PRICE WATERHOUSE COOPERS
SUITE 1600 - 601 WEST HASTINGS STREET
VANCOUVER, B.C. V6B 5A5

(Hereinafter referred to as "THE LICENSOR")

OF THE FIRST PART

AND: GT GROUPTHELECOM NETWORKS INC.
P.O. Box 40
Suite 300-840 Howe St.,
Vancouver, B.C.
V6Z 2L2

(Hereinafter referred to as "GTN")

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 Networks Inc., its 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 :

570 DUNSMUIR 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 and cabling installed pursuant to this agreement, save that in Schedule A. 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 and cabling, or portions thereof, without payment.

- GTN will not at any time install additional EQUIPMENT until it has provided a 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 or delayed.
 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 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, 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.
 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 and the schedules incorporated herein contain all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter thereof. The following schedules are

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

THE AUTHORIZED SIGNATURE OF:

4167 INVESTMENTS LTD.,
C/O PRICE WATERHOUSE COOPERS

("THE LICENSOR")

specifically incorporated into this document: Schedule "A"
Schedule "B"
Fee Schedule
Schedule "C"

(Authorized signature)

Date:

May 27, 1999

(name)

Senior Vice President

(title)

GT GROUP TELECOM NETWORKS INC. (GTN)

("THE LICENSEE")

(Authorized signature)

V.P. SALES & MARKETING

Title

Date:

JANUARY 17, 1999

SPACE LICENCE AGREEMENT - SCHEDULE "A"
PERMANENT INSTALLATION
570 DUNSMUIR ST. VANCOUVER

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 4167 INVESTMENTS LTD. and GT GROUP TELECOM NETWORKS INC. and dated.....

Building Owner or Property Manager

GT Group Telecom Networks Inc.

Name

Signature

Date

[Handwritten Signature]
 Date *March 7, 1999*

Date

[Handwritten Signature]
 Date *January 12, 1999*

SPACE LICENCE AGREEMENT - SCHEDULE "B"
TERM..... TWELVE [12] YEARS WITH RENEWABLE 12 YEAR TERM

570 DUNSMUIR ST. VANCOUVER B.C.

DESCRIPTION

Cable and related hardware, as shown in a typical diagram from demarcation point, through to but not limited, riser cabinets, raceways, distribution boxes, horizontal distribution cable, rooftop access and 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 4167 INVESTMENTS LTD. and GT GROUP TELECOM NETWORKS INC. Dated JANUARY 1, 1999

Building Owner or Property Mgr.

Name 4167 INVESTMENTS LTD.

Signature..

Date.. May 27, 1999

GT Group Telecom Networks

Name

Date.. January 12, 1999

FEE SCHEDULE

PAGE 1 OF 2

[Pursuant to Space/Licence Agreement]
570 DUNSMUIR ST. , Vancouver, B.C.

**NOTE; FEES FOR SCHEDULE "A" AND "B" ARE PAYABLE AT
COMMENCEMENT OF THIS AGREEMENT**

SCHEDULE "A"

Entrance cable to Demarcation point
Term; Twelve [12] Years with a renewable 12 Yr. Term
Fees [one time] \$250.00

SCHEDULE "B" [see note 1]

From demarcation point to riser system & horizontal
distribution to tenants premises. Includes floor
space, up to one hundred [100] square feet for
floor cabinet in designated room.

Term; note 2 12 years, renewable
with renewable
12 yr. term

Fees [distribution]\$1250.00/yr., Paid Annually
at Jan. 1 each yr., pro-rated
initial year. Rates shall be
reviewed at 5 year intervals.

Fees [special]
e.g. Power i.e. 20 Amp. circuit To be determined as per Schedule "C"

NOTE 1

Schedule "B" concerns the expansion of cable
facilities beyond the demarcation point necessary to
provide service to tenants.

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FEE SCHEDULE**PAGE 2 OF 2****570 DUNSMUIR ST., VANCOUVER****[Pursuant to space/licence agreement]****NOTE 2****OPTION TO RENEW**

If the Licensee regularly pays said fees and performs the covenants herein, the Licensor shall grant a renewal lease for a term of twelve (12) years upon twelve (12) months' notice prior to the expiration of the term. The renewal term will be upon the same terms and conditions contained herein, save as to fees in Schedule "B". Rents for said renewal term shall be agreed upon between the parties and shall be based on the fair market value for similar rights and uses, or the License Fees in effect during the immediate prior period of the Term or Extension thereof, whichever is greater. The rates shall be reviewed at five [5] year intervals. The parties shall commence making bona fide efforts twelve (12) months prior to the commencement date of the Renewal Term or Rate Review date as to the Fair Market Fee with respect to the leased premises or facilities. If, however, the parties have not agreed as to the amount of Fee by 90 days prior to the commencement of the Renewal Term, or Rate Review date, then the rent shall be determined either;

[a] by an arbitrator mutually agreed upon by the parties who shall be a person currently active in the Province of British Columbia as an accredited Real Estate appraiser having not less than five years experience as an appraiser; or

[b] if the parties are unable to agree as to an arbitrator pursuant to clause [a] of this paragraph, then such Fair Market Fee shall be determined by a single arbitrator in accordance with the provisions of the commercial Arbitration Act S.B.C. 1986, c.3 and amendments thereto or legislation in substitution therefore.

SCHEDULE "C"**TO SPACE LICENCE AGREEMENT BETWEEN 4167 INVESTMENTS LTD.
AND GT GROUPTÉLECOM NETWORKS INC.**

4167 Investments Ltd. (the "Licensor") and GT Groupe Telecom Networks Inc. ("GTN") agree that notwithstanding anything to the contrary in this Space Licence Agreement:

1. Term. The term of this Agreement is TWELVE YEARS (12) commencing on January 1, 1999 and ending on December 31, 2010, (the "Term").
2. Fees on Renewal. If this Licence Agreement provides for a periodical renewal of the fees or a renewal of the Term, then the fees for each renewal shall be the greater of:
 - (a) the fair market value based on licence fees for similar rights and uses; and
 - (b) the licence fees in effect during the immediate prior period of the Term or extension thereof.

If the parties are unable to agree upon the fair market value within 90 days prior to the end of the Term or the relevant extension, then the matter of determining licence fees shall be referred to a single arbitrator pursuant to the Arbitration Act of British Columbia.

3. Assignment. GTN shall not assign or sublicense all or any part of this Agreement without first obtaining the consent of the Licensor; (such consent not to be unreasonably withheld or delayed).
4. Equipment Installation/Operation. GTN shall only install and locate communications equipment, cabling connections and associated hardware (the "Equipment") in and to the parts of Building (the "Building") known as 570 Dunsmuir Street, Vancouver as shown and specified on and in accordance with plans pre-approved by the Licensor (the "Licensed Areas"); GTN shall not significantly deviate from the pre-approved plans without approval of the Licensor and in all cases subject to the provisions dealing with interference.
5. Security Requirements. GTN shall only install, maintain, repair and replace Equipment in accordance with the Licensor's security requirements in effect from time to time for the Building, including the right for the Licensor to have reasonable notice of access to the Building and the right for the Licensor to have its own representative present during any installation, maintenance or repair. Notwithstanding prior approved plans. GTN shall not carry out any work involving the penetration of the Building's roof, walls or floors without first receiving the prior written approval of the Licensor which shall not be unreasonably withheld or delayed. GTN shall keep all Licensed Areas clean and tidy and free of waste and refuse.
6. Removal of Equipment. At the end of this Agreement, all Equipment including

cabling shall be removed unless the Licensor agrees to the contrary and If the Licensor agrees that any Equipment may remain in the Building, title to said Equipment shall be deemed to have passed to the Licensor.

7. Interference. GTN covenants that GTN's operation of its Equipment shall not cause interference or degradation of any other signals lawfully transmitted or received within or on the Building. Should interference develop at any time between the signals of two or more radio systems users in or on the Building, those parties shall immediately co-operate in the determination of the cause of such interference. The party responsible for causing the interference without prior rights, shall take immediate steps to eliminate the interference at its own expense. Where considerations of cost or engineering simplicity indicate that a modification to apparatus owned or operated by GTN or other user(s) will provide the most expedient solution to any interference problem, such modifications shall be made, notwithstanding that such apparatus may not be in the direct cause of the interference; always provided that any such modification will not adversely affect the operation or performance of the said apparatus and that the cost thereof be borne by the party responsible for such interference.
8. Relocation of Equipment. The Licensor, acting reasonably, may, at any time upon ninety (90) days prior written notice to GTN and at the Licensor's sole cost and expense, request GTN to relocate the Equipment to an equivalent space and facility within the Building if the Licensor, in its sole discretion, determines that such relocation is necessary to accommodate the Licensor's use of the Building. The Licensor shall use all reasonable efforts to cooperate with GTN and minimize downtime during the relocation. No rebate of the Fee shall be applicable to any such downtime. If at the expiry of the ninety (90) day period GTN does not accept the new equivalent location, the Licensor may terminate this Agreement by providing 275 days prior written notice to GTN. The Licensor acknowledges that any relocations may cause hardships and service interruptions to GTN and GTN clients. The Licensor will work diligently with GTN to ensure that hardships and service interruptions are minimized.
9. Insurance. GTN will at all times throughout the Term and any extension(s) thereof maintain:
 - (a) commercial General Liability Insurance coverage in an amount not less than five Million dollars (\$5,000,000) per occurrence for Bodily Injury and Property Damage. Such policy shall extend to include the Licensor as an additional Insured but solely with respect to any liability arising out of GTN's property or operations.

GTN shall provide certificates evidencing that said coverages are in force and shall notify the Licensor in advance of any material change in coverage or cancellation of any policy. GTN's all risk property insurance shall be endorsed with a waiver of subrogation as against the Licensor, its employees, contractors and agents, and GTN's commercial general liability insurance policies shall not only add the Licensor as an additional named Insured but also its employees, contractors and agents. If any such policy are materially changed or cancelled

and the change is not rectified or the policy is not brought in good standing within 72 hours of the event taking place, the Licensors shall have the right to terminate this License Agreement.

10. GTN's Liability. Other than for the negligent acts or omissions or the willful and wrongful acts of the Licensors, the Licensors shall not be liable to GTN for any interference, inconvenience or damage to the Equipment from any cause whatsoever including, without limitation, by failure or interruptions in the supply of electricity or other utility or by fires, severe conditions or other natural catastrophes.

Notwithstanding anything set out in this Agreement to the contrary including this Section, the Licensors, its employees, contractors and agents or any of them shall not, under any circumstances, including negligence and gross negligence be liable or responsible in any way for, (a) consequential loss, (b) any business, economic or indirect loss or damage suffered or sustained by GTN of any nature whatsoever, howsoever caused, and (c) damage or loss which GTN is obliged to ensure pursuant to the provisions of this Agreement or has insured against.

11. Indemnity. GTN shall indemnify and save the Licensors harmless from and against any and all losses, costs, claims and damages arising out of any personal injury or death or damage to property resulting from or caused by the installation, operation, maintenance or removal of the Equipment or by the proximity of the Equipment to facilities of the Licensors or any person or entity occupying space in the Building, ~~unless resulting from the negligence of GTN or its employees, directors and officers.~~

12. Survival. The forgoing provisions dealing with liability and indemnity shall survive the expiry or earlier termination of this Agreement for a period of three (3) years.

13. Identification of Equipment, Signs. If requested by the Licensors, GTN shall identify its Equipment including cables by labeling same in a manner satisfactory to the Licensors acting reasonably. GTN shall not paint, display, inscribe or affix any sign, symbol, notice, advertisement, display or direction of any kind anywhere on or about the Building other than approved signs or labels for identifying Equipment.



14. Access to Licensed Areas. GTN acknowledges and agrees that the Licensors shall, upon reasonable notice during business hours (except in an emergency when no notice shall be required), have the right to enter and have access to the Licensed Areas, provided that it shall not unduly disrupt GTN's operations, for purposes of cleaning, maintenance, repairs and alterations to the Building. Except for emergencies, GTN shall have the right to accompany the Licensors on any such entry. The Licensors shall be entitled to use a master key or other unlocking system for purposes of entering the Licensed Areas or any other improvement permitted under the provisions of this Agreement. GTN shall not change such unlocking system or key without providing the Licensors access thereto or a copy of same.


15. Exclusivity. Nothing in this Agreement shall be deemed or construed to grant GTN exclusive rights to use the Building for telecommunications purposes.
16. Third Party Access. The Licensor may grant to third parties the right to use the Building for telecommunications/broadcasting purposes provided that such use will not unreasonably interfere with GTN's rights hereunder. If such interference occurs, GTN shall provide to the Licensor particulars of the interference and it shall be resolved in accordance with the provisions set out above, including, but not limited to Sections 7 and 8 herein. (Interference and Relocation of Equipment)
17. Electricity Charges. GTN shall pay for the electrical connections and all electricity charges attributable to GTN's operations at the Building and to the Equipment either by having installed a separately metered hydro service or, in circumstances where the local utility will not install a separate meter, GTN shall install a submeter and shall compensate the Licensor for GTN's electricity consumption on a monthly basis, provided that any such compensation is based on existing rates of the local utility.

If GTN draws electricity from the Licensor's electrical service measured via check or submeter, the Licensor shall have the right to estimate (the "Electricity Estimate"), GTN's consumption of electricity in advance for each year of the Term (or such other period of time elected by the Licensor), and GTN shall pay together with monthly payments of Licence Fees, 1/12 of the Electricity Estimate. At the end of each year of the Term (or such other period of time), the Licensor shall reconcile actual electrical consumption with the payments of Electricity Estimate and in the case of under payment either bill GTN for the difference which it agrees to promptly pay or if there is an over payment, credit to future payments of Electricity Estimate(s). Failure by GTN to pay the Licensor's charges for electrical power when due as notified under Clause 24(b) shall, in addition to any other remedies available to the Licensor hereunder, relieve the Licensor of the obligation to provide electrical power to GTN.

18. Electrical Upgrade. If the Licensor provides power from its electrical service to GTN and the Licensor requires an upgrade to its service which would not otherwise have been required were it not for GTN being connected to the Licensor's service and drawing power therefrom, then GTN shall pay the cost of such upgrade or at GTN's option, terminate this Agreement.
19. Electrical Interference. If electrical power supplied by the Licensor causes interference with the proper operation of the Equipment, GTN will be responsible for providing, at GTN's sole cost and expense, any filtering or regulating devices which may be necessary to correct the interference.

- ~~20. Licensor's charges for electrical power when due as notified under Clause 24(b) shall, in addition to any other remedies available to the Licensor hereunder, relieve the Licensor of the obligation to provide electrical power to GTN.~~

21. Building Systems. Notwithstanding any approved plans, any connections to Building systems including electricity, water, and HVAC, may only be carried out by contractors and workmen approved by the Licensor in advance. All contractors performing civil work shall be approved by the Licensor and the Licensee, such approval not to be unreasonably withheld. The contractors shall be capable and certified by industry standards to complete such work as required by the Licensee. The contractors rates, scheduling, and credentials shall be to the satisfaction of the Licensee. The contractor shall occupy the position of sub-contractor, under the direction of the Licensee.
22. Government Regulation. GTN shall, at its own expense, at all times ensure that the installation, operation and maintenance of the Equipment comply with all laws, directions, policies, rules and regulations of all relevant government authorities (including Health Canada, Industry Canada, Transport Canada and municipal and local governments) and including without limiting the foregoing, all applicable zoning and use bylaws, Building codes, health and safety standards.
23. Environmental Standards. GTN and the Licensor each agree that they shall not introduce, produce or use any hazardous, toxic or dangerous substances on or within the Building in violation of any applicable law, unless permitted under such law and in all cases they shall each indemnify the other against any and all liabilities, including statutory, relating to such substances introduced, produced or used on or within the Building by the party giving the indemnity.
24. Liens. GTN shall not create any mortgage, conditional sale agreement, general security agreement, lien, charge or other encumbrance upon the Building. If and when any such lien, charge or encumbrance including a builder's lien for work, labour, services or materials should arise, be filed or attach to the Building, GTN shall within 10 business days after receiving notice thereof procure the discharge of such lien, charge or encumbrance including a claim of builder's lien. If GTN fails to do so within the same time period, the Licensor may but shall not be obliged to do so, and all costs and expenses incurred by the Licensor shall be paid by GTN upon demand.
25. Damage and Destruction. In the event that the Building is rendered partly or wholly unusable due to fire or other casualty, the Licensor acting reasonably may:
- (a) terminate this Agreement forthwith; or
 - (b) suspend this Agreement until such time as the Licensed Areas are rendered usable for GTN, in which case the fees shall abate during the period of suspension. If the suspension exceeds a period of ninety (90) days from the date the damage occurred, GTN may terminate this Agreement effective thirty (30) days after receipt of written notice of suspension by the Licensor.
26. Termination by the Licensor. The Licensor may by notice to GTN terminate this Agreement immediately at any time if the:
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- (a) GTN purports to assign or dispose of, in whole or in part, this Agreement otherwise than in accordance with this Agreement; or
- (b) GTN is in default of its obligations under this Agreement and has failed to remedy such default within fifteen (15) days of notice of default provided, however, GTN shall not be considered to be in default under this subsection if the nature of the default is one which cannot be readily remedied by the payment of money by GTN to the Licensor and otherwise cannot be readily remedied within the said 15-day notice period, and GTN is diligently working towards remedying the default.
27. Adjustments and Liquidated Damages. Upon termination of this Agreement any outstanding fees, charges, including late payment charges, if applicable, will be due as of the date of termination.
28. Licensor's Right to Remedy. Notwithstanding any other rights and remedies of the Licensor hereunder, if GTN be in default and the default is not remedied within the conditions permitted herein, then the Licensor may, without incurring any liability, remedy the default and the cost of remedying the default shall be due and owing by GTN to the Licensor upon demand.
29. Notices. Any notice provided for or contemplated for under this Licence Agreement shall be given by mail, personal delivery or facsimile transmission, to the addresses set out above in this Agreement.
30. Waiver of Offset. GTN hereby waives and renounces any and all existing and future claims, offsets, and compensation against any Fees and agrees to pay such Fees regardless of any claim, offset, or compensation which may be asserted by GTN or on its behalf.
31. Service Interruptions. GTN acknowledges and agrees that the operation of the Building's systems and the availability of facilities in the Building, including electrical power, may be interrupted from time to time, in cases of accident and emergency and in order to carry out maintenance, repairs, alterations, replacements, and upgrading, or for any other reasonable reason required by the Licensor. During periods of such interruption, any obligation of the Licensor, acting reasonably, to provide access to such systems and facilities shall be suspended. The Licensor acknowledges that the building Facilities are critical to GTN's business and will work diligently to sufficiently notify GTN of scheduled outages and allow GTN at its expense to provide alternate Facilities prior to and during any interruptions to base building services.
32. Additional Services. If GTN requests services, apart from electrical power, e.g. water, janitorial, cleaning, supervision, plan approval, etc., then the Licensor may at its option, by way of additional services, provide or have its designated agents or contractors provide such service. The cost of additional services provided shall be paid to the Licensor by GTN from time to time promptly upon receipt of invoices therefor from the Licensor.
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33. No Registration. Notwithstanding any statutory provision to the contrary, the Licensors shall not be obliged to provide this Agreement in a form registrable under the Land Title Act and GTN shall not attempt to register this Agreement pursuant to the Land Title Act.
34. Late Payments. GTN shall pay to the Licensors all payments due pursuant to the Terms of this Agreement on the dates set out herein and if there be no date, within thirty (30) days of receipt of invoice. All late payments shall be subject to interest at the floating annual rate of interest designated from time to time by the main branch of the Canadian Imperial Bank of Commerce in Vancouver as its prime rate plus 5% until fully paid.
35. Waiver. No amendment or waiver of any provision of this Agreement shall be effective, or deemed by a course of conduct, unless such amendment or waiver is in writing, signed by all parties and stating specifically that it is intended to modify this Agreement.
36. Entire Licence. This Licence Agreement, including the Schedules, may not be amended or modified except by written instrument executed by both parties hereto. If there is any conflict or inconsistency between this Schedule "C" and the rest of the Licence Agreement, this Schedule "C" shall govern.
37. Governing Law and Severability. This Agreement shall be governed by and construed in accordance with the laws in force in the province of British Columbia. The venue of any proceedings taken in respect of or under this Agreement shall be Vancouver, British Columbia.
38. Time of Essence. Time shall be of the essence of this Licence.
39. Successors/Assigns. This Licence Agreement shall enure to the benefit of and be binding upon the corporate successors and assigns of the Licensors and the corporate successors and permitted assigns of GTN.

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PCI
REALTY CORP.

570
DUNSMUIR

August 5, 1999

Group Telecom
3rd Floor, 840 Howe Street
Vancouver, B.C.
V6Z 2L2

Attention: Mr. Clive Boomer

Dear Sir:

RE: 570 Dunsmuir

Please be advised that the trustee of 570 Dunsmuir Street prefers not to sign the Notice of Collateral Assignment. As you are aware, the property will be listed for sale at a later date. The trustee is concerned that the Assignment may be forgotten and not disclosed to potential purchasers. This may affect the sale of the building.

We trust you understand the landlord's concerns. If you have any questions, please do not hesitate to call.

Yours truly,

PCI REALTY CORP.

Property Manager