

## TELECOMMUNICATIONS LICENSE AGREEMENT

### PART A - BASIC INFORMATION

**Licensee:** G.T. Group Telecom Services Corp.

**Date:** November 4, 1999

**Trade Name:** Group Telecom

**Licensee Address:** P.O. Box 40  
Suite 300-840 Howe Street  
Vancouver, B.C., V6Z 2L2

**Contact Person:** Marek Wieckowski

**Licensee Tel. No:** (416) 943 9555

**Licencee's GST  
Registration No.:** 87321 3573 RT 0001

**Licensor:** The Cadillac Fairview Corporation Limited

**Licensor's GST  
Registration No.:** 105158-877 RT

**Term:** For the Phase I Projects: Five (5) years;  
For the Phase II Projects: Five (5) years less the period between the  
Commencement Date for the Phase I Projects and the Commencement Date  
for the Phase II Projects.

**Commencement  
Date:** November 15, 1999 for the Phase I Projects, and January 1, 2000 for the  
Phase II Projects.

**Expiry Date:** November 14, 2004

**Basic Fee:** See Appendix "1"

**Occupancy Fee:** See Appendix "1"

**Projects:** See Appendix "1"

**Phase I Projects:** See Appendix "2"

**Phase II Projects:** See Appendix "2"

**Approximate**

**Areas of Sites:** See Schedules attached

**Dimensions of**

**Sites:** See Appendix "1"

**Security Deposit:** N/A

**G.S.T.:** The Licensee shall pay to the Licensor the applicable Goods and Services Tax in respect of the payment of the Fees to the Licensor. The Licensee shall calculate the applicable tax and shall remit it along with and in addition to each Fee payment. The Licensor has provided its GST Registration Number to enable Licensee to claim any applicable input tax credit.

**Equipment to be Installed ("Equipment"):** Fibre optic cable and the equipment, apparatus, fixtures and attachments necessary to permit the Licensee to provide its telecommunications services ("Services") to the tenants of the Projects. However, the Licensee will not install any conduits.

**Use:** The "Sites" and "Cableways" (both defined in Section 1. of Part B) shall be used solely for the installation and operation of the Equipment which shall be used solely to provide the Services to the tenants of the Projects. In no case, however, will any Site be used as a Network HUB, NODE, Switching System, or any public communications system or public cordless telecommunications system as those terms are defined by the "CRTC" (defined below in Section 4(d) or as those terms are otherwise commonly used in the Telecommunications Industry and Canada).

**Licensee Work:** Prior to or after the Commencement Date, and subject to Section 4 of Part B, the Licensee shall be permitted to prepare the Sites and Cableways and install the Equipment in them. However, at the Licensor's option the construction of perimeter walls and doors for the Sites, installation of any additional HVAC equipment in the Sites, and modification of the Cableways may be performed by the Licensor, at the Licensee's expense. All work and materials required to do so (i) shall be paid for by Licensee and (ii) shall conform strictly with all applicable codes and laws and the Licensee's plans and specifications. Those plans and specifications must be approved by the Licensor (acting reasonably) and must be in accordance with the design criteria for each Project.

The Licensee will pay to the Licensor within ten (10) days after each invoice is submitted to it by the Licensor, the Licensor's costs of having the plans and specifications of the Licensee reviewed by its consultants, plus an administration fee equal to 15% of the cost.

**"As-Is" Condition:** The Licensee has inspected the Sites and Cableways and accepted them in their present condition.

**Measurement of Sites:** If there is a dispute regarding the dimensions of any Site, the dimensions will be certified at the Licensee's expense, by an architect or surveyor selected by the Licensor.

## **PART B - TERMS AND CONDITIONS**

1. **Grant of License:** The Licensor grants to the Licensee a license to again access and use certain areas ("Sites") located in parts of the Projects that are not suitable for leasing or for use as lobby, corridor, or other public areas, and a license to use certain risers, ducts and conduits (collectively "Cableways") for the purposes set out in Part A. The locations of each Site and the Cableways will be determined by mutual agreement of the parties acting reasonably and will be depicted on a Schedule for each Project, which will be attached to this Agreement and initialed by its parties.

2. **Option to Extend Term:**

If:

- (a) the Licensee duly and regularly performs each of its obligations, within the times and in the manner set out in this Agreement;
- (b) the Licensee gives written notice to the Licensor no more than nine (9) months and no less than six (6) months prior to the expiration of the Term of its intention to extend the Term; and
- (c) the Licensee is G.T. Group Telecom Services Corp. and is itself in possession of and operating the Equipment in the Sites and Cableways in accordance with the terms of this Agreement, then:

the Licensee may extend the Term of this License on an "as is" basis for a further period of five (5) years (the "Extension of Term") commencing upon the expiration of the initial Term. The Extension of Term shall be upon the same terms and conditions as during the Term, except: (i) there shall be no further right to extend the Term, and (ii) the Basic Fee for each Project will be determined in accordance with Section 3(b).

The Licensor may, at its option, request that the Licensee execute an extension agreement in order to give effect to the Extension of Term and the revised fees but the Licensee shall be deemed to have exercised the option to extend on the terms referred to above whether or not such a new license or extension agreement is executed.

3. Fees:

The following fees are payable for each Project at the Licensor's management office for each Project:

- (a) Licensee shall pay to Licensor during the Term without deduction, set-off or abatement, the Basic Fee stipulated on Appendix "1" for each Site, in advance, on the fifteenth day of each year of the Term. The Fee payable for partial years shall be determined by the Licensor on a pro rata basis.
- (b) At the end of every second year during the Term (or the Extension of Term, as the case may be) the Basic Fee for each Project will be adjusted upwards to equal a Basic Fee that is based on the rate then prevailing for comparable arrangements in comparable Projects in the City where the Project is situated (but in no case will the Basic Fee be reduced). This adjustment in the Basic Fee will take place simultaneously for both Phase I and Phase II Projects and for this purpose the two (2) year periods will be calculated by reference to the Commencement Date for the Phase I Projects. Should the parties fail to agree on a Basic Fee increase, it will be determined by a single arbitrator.
- (c) In addition to the Basic Fee, the Licensee shall pay to the Licensor without deduction, set-off or abatement, in advance, on the fifteenth day of each year of the Term, an additional fee (referred to as the "Occupancy Fee") in the amount per square foot set out in Appendix "1", for each Site that has a "Rentable Area" greater than one hundred (100) square feet. "Rentable Area" has the same meaning for each Project as is given to that Term in the standard lease form for the Project. In the Extension of Term, the Occupancy Fee will be increased by a percentage equal to the percentage increase in the Consumer Price Index for the City of Toronto from the start to the end of the immediately preceding Term.
- (d) In addition to the Basic Fee and the Occupancy Fee the Licensee will be responsible for the extra charges provided for below in clauses (i), (ii) and (iii):
  - (i) If the rates for utilities increase above those that apply on the date of this Agreement, the increase applicable to utilities consumed on the Sites and by the Equipment will be paid by the Licensee. Consumption will be estimated by the Licensor based on advice from its engineer and the incremental amounts attributable to the rate increase(s) measured against consumption will be paid for by the Licensee based on invoices to be submitted by the Licensor in reasonable detail. The invoices will be payable ten (10) days after delivery to the Licensee. However, if required by the Licensor, or if the Licensor elects to do so, at its option the Licensee will install separate meters for all or any of the Sites and pay for utilities directly to the local utility

supplier regardless of any increases.

- (ii) The Licensee will pay for any increases in insurance costs of the Licensor attributable to this agreement; any claims arising in connection with this agreement or any occurrence that affects the Equipment. A report from the Licensor's insurer particularizing applicable increases will be the basis of any charges relating to insurance and payment will be made within ten (10) days after the invoice, accompanied by the appropriate report, is submitted to the Licensee.
- (iii) If the Licensor determines that due to this Agreement, the real property taxes on a Project are increased, it will provide a written report substantiating its determination and may invoice the Licensee for the increase. The Licensee will pay the increase within ten (10) days of each receipt of each invoice report.

4. **Cabling Provisions:**

- (a) The Licensee will have access to the Cableways for each Project for the purpose of installing interconnecting cabling in the Cableways in quantities and in accordance with specifications, in both cases, approved by the Licensor. Any installation work, or other work undertaken by the Licensee, shall be performed only by an approved contractor authorized by the Licensor to perform the work within the Project. Prior to commencement of the work, the Licensee shall provide the Licensor with plans and specifications as required by the Licensor. The Licensee shall not begin any work until the Licensor's written approval of the plans and specifications has been received.
- (b) The Licensor reserves the right, at any time during the Term or any Extension of Term upon at least thirty (30) days' prior written notification to the Licensee, to assume responsibility and control of cabling installed by the Licensee in all or any of the Projects without any compensation to the Licensee. This responsibility and control shall be deemed to also include but, not necessarily be limited to administrative responsibility, and assignment of the cabling for the use of the Licensee, other service providers and occupants of the Project. This responsibility may also include combining the cabling with a "Common Infrastructure". A Common Infrastructure is telecommunication wiring or cables that are installed in a Project for use by more than one provider of telecommunication, data transmission, or other services.
- (c) The Licensee shall provide to the Licensor and shall keep accurate and up to date a detailed inventory, description and location plan of all the cabling which the Licensee installs in the Projects. The Licensor may give notice in writing to the Licensee

requiring the removal of all or any part of the Equipment from all or any of the Projects at the end of the Term or Extension of Term as the case may be, or after the Licensee begins utilization of a Common Infrastructure as provided in Section 4(d). If the Licensors requires that the Licensee remove any Equipment pursuant to this Section, the Licensee shall make good any damage caused to the Projects by the installation or removal of the Equipment.

- (d) The Licensors may undertake to provide or install a Common Infrastructure to satisfy the collective cabling requirements of all Service providers and occupants of the Projects or any of them. In that case, the Licensee must use the Common Infrastructure for delivering its Services from the Sites to the tenant or occupant floors of the Project. Use of the Common Infrastructure shall be equally required of: (1) all other licensees acting as telecommunication service providers, and (2) other similar telecommunications competitors or incumbent local exchange carriers, operating within the Project. Usage of the Common Infrastructure will be subject to connection and usage fees, determined by the Licensors in its sole discretion, which will be posted and applied uniformly to: (1) all licensees acting as telecommunication service providers, and (2) other similar telecommunications competitors or incumbent local exchange carriers, in the Project. However, nothing in this Section will preclude the Licensors from taking any action(s) specifically allowed as a result rulings or decisions (future or otherwise) that may be made by the Canadian Radio-Television and Telecommunications Commission (the "CRTC") or any other governing body having jurisdiction and those action(s) may be undertaken by the Licensors at its sole discretion at any time following any ruling during the Term or any Extension of the Term. Subject to compliance with any relevant decisions or rulings imposed by the CRTC or any other governing body having jurisdiction, after the activation of the Common Infrastructure, the Licensee will no longer be permitted to install its own cabling within the Project.
- (e) If the Licensors establishes a Common Infrastructure, (i) it will maintain, repair, replace and upgrade the Common Infrastructure in order to maintain appropriate service standards, and (ii) it shall act expeditiously to repair or correct any problems that the Licensee may report with respect to the Licensee's use of the Common Infrastructure.
- (f) The Licensee may be permitted to continue its use of cabling which it installs for the duration of the Term and the Extension of Term (if the Licensee exercises its option to extend the Term) despite the Licensors's establishing of a Common Infrastructure. In that case the Licensee's cabling will become part of the Common Infrastructure and also be subject to connection and usage fees after the end of the Term or Extension of Term as the case may be, unless the Licensors requires it to be removed by the Licensee in accordance with Section 4(c) above.

5. **No Property Interest or Exclusive Rights:** The rights granted to the Licensee in this Agreement are a license only and shall not, under any circumstances whatsoever, constitute a right by the Licensee to have or claim a property interest in, a leasehold interest in, or a right of exclusive possession in respect of any part of any Project. This Agreement shall not constitute nor be interpreted to be either a partnership agreement, employment agreement, lease or joint venture agreement between the parties. The Licensee acknowledges also that it does not have an exclusive right, within any Project to carry out the Use set out in Part A.

6. **Certain Specific Licensee Obligations:**

The Licensee shall:

- (a) conduct all activity in a first class manner consistent with a first class complex, be responsible for all aspects of the operation of the Equipment (subject to Section 4 above) and ensure that its activities in the Projects do not interfere with the normal operation of the Projects;
- (b) abide by all rules and regulations of the Licensor of which it receives written notice regarding safety and security matters. The Licensee shall have 24 hour, 7 days a week access to the Sites, to service and repair the Equipment, but access will be subject to the Licensor's security procedures for each Project;
- (c) ensure that its employees, agents and contractors engaged in the activities permitted by this Agreement, (i) abide by all of the terms of this Agreement, (ii) at all times conduct themselves in a first-class manner; and (iii) maintain a professional appearance and demeanor;
- (d) not solicit business or canvass any persons, nor distribute handbills, flyers or any other promotional or advertising material in any part of the Projects without first obtaining the Licensor's written consent in each instance, which consent will not be unreasonably withheld;
- (e) not commit or permit waste upon or damage to the Projects or any nuisance or other act that disturbs the quiet enjoyment of tenants or occupants of the Projects, including without limitation, use of loudspeakers or other promotional equipment or material;
- (f) not do or permit anything to be done in any Project that hinders or interrupts the flow of traffic to in and from the Project or obstructs the free movement of persons in, to or from the Project;
- (g) not engage in any business conduct which would tend to lower the character of any Project;

- (h) not keep, use or store in or upon any Project any material which may be prohibited by hazardous materials legislation or by any fire insurance policy covering the Project;
- (i) ensure that the Equipment is at all times free of claims by third parties, security interests, liens, mortgages, charges and other encumbrances;
- (j) ensure that no construction or other lien is registered or filed against any Project and prohibit any contractor retained by it and each of their subcontractors from doing any work relating to installation, repair or restoration of improvements or equipment, in any of the Projects, if the contractor or subcontractor is not in good standing under applicable worker compensation insurance requirements;
- (k) be responsible for all business taxes (if any) in connection with its use of the Sites and Cableways;
- (l) prior to installation, servicing, removal or performance of any work which the Licensee wishes to perform, obtain the Licensor's approval, not to be unreasonably withheld or delayed, as to the timing and methods of the installation, servicing, removal or work and use only those service access facilities as are designated from time to time by the Licensor;
- (m) comply with all pertinent laws, regulations and by-laws, including obtaining all municipal or other governmental or non-governmental regulatory approvals, licenses or permits that are needed to enable it to use the Equipment in accordance with this Agreement;
- (n) comply with all rules and regulations imposed by the CRTC;
- (o) keep and maintain the Sites clean and tidy, be solely responsible for repairs to the Sites, and avoid making or causing clutter, untidiness, or causing the need for repairs in or to the Cableways or any other part of the Projects. If, as a result of the Licensee's activities within the Projects, the Licensor incurs any additional cleaning or maintenance costs or expenses, the Licensee shall be responsible to pay any such additional costs or forthwith upon receipt of an invoice from the Licensor; and
- (p) pay to the Licensor, within ten (10) days of each invoice, a reasonable charge (including an administration fee of 15% of the cost) for extra security services provided or required by the Licensor to be provided (in its discretion) in connection with any access required by the Licensee in connection with its rights under this Agreement, and in connection with any work performed by or on behalf of the Licensee.



7. **Equipment Interference:** If any part of the Equipment, in the opinion of the Licensor, acting reasonably, adversely affects or interferes, or will adversely affect or interfere with any equipment, systems or operations within a Project, or with the operation or rights of any of the tenants within a Project, the Licensee shall immediately upon receipt of written notice from the Licensor, take steps to rectify the situation, and if, within fifteen (15) days after receipt of written notice from the Licensor, the situation has not been rectified, then the Licensor may terminate this Agreement with respect to the Project so affected, and the Licensee will remove all of its Equipment from the Project in accordance with this Agreement.
8. **Relocation of Equipment:** If the Licensor requires the Licensee to relocate the Equipment in any Project, the Licensee will do so within sixty (60) days of written notice from the Licensor, to an alternative location within the Project, designated by the Licensor, and the reasonable costs of the relocation will be shared equally by the Licensor and the Licensee. If the Licensee fails to relocate any Equipment as requested by the Licensor within the time specified by the Licensor, then the Licensor may remove the Equipment at the Licensee's expense, and without any liability on the part of the Licensor for any loss, cost, damage or expense arising from, or connected with that action by the Licensor, whether or not the Licensor is negligent.
9. **Control and Management of Projects:**
- (a) The Projects shall at all times be under the exclusive control and management of the Licensor. The Licensor may from time to time alter, expand, diminish, operate, renovate, remerchandise and supervise the Projects including the "Common Facilities", and may change their areas, locations and arrangements and do whatever else to them that Licensor determines to be advisable. "Common Facilities" are those elements of each Project (including but not limited to the Cableways) that are not intended for leasing and that serve the operation of the Project but Common Facilities do not include any Common Infrastructure. During the business hours for the Projects, the Licensee shall have a non-exclusive right to use in compliance with the Licensor's rules and regulations and in common with all other persons entitled to use them, the parts of the Common Facilities appropriate, intended and designated from time to time by the Licensor for that use.
  - (b) The Licensor agrees to sign the form of "PERMISSION FOR BUILDING ACCESS FOR OPTICAL FIBRE" of Toronto Hydro, a copy of which is attached to this agreement as Exhibit "1" for each Project.
10. **Insurance:**

The Licensee shall maintain throughout the Term and any Extension of Term:

- (a) commercial general liability insurance coverage against personal and bodily injury including death, and property damage, with respect to the Licensee's business and the Licensee's use and occupancy of the Projects, on an occurrence basis having a limit of not less than \$10,000,000.00 in respect of any one occurrence and including a contractual liability endorsement sufficient to properly respond to the indemnities provided for in this Agreement;
- (b) all risks coverage (including flood and earthquake) for the Sites, the Equipment and any other property of the Licensee in or about the Projects, on a full replacement cost basis, and with a waiver of subrogation in favour of the Licensor; and
- (c) business interruption insurance in an amount that will reimburse the Licensee for direct or indirect loss of earnings attributable to all perils insured against under Section 10(b) and other perils prudently insured against by Licensees, or attributable to prevention of access to the Sites or Cableways as a result of those perils.

All insurance shall be placed with an insurer acceptable to the Licensor, acting reasonably, shall include the Licensor as an additional named insured; shall contain cross-liability and severability of interest provisions, as applicable; shall not be subject to cancellation without at least 10 days prior written notice to the Licensor and shall be primary, and shall be non-contributing with, and shall not call into contribution any other insurance available to the Licensor.

Prior to the Commencement Date, the Licensee shall furnish Licensor with evidence of the insurance described above and no work or installation will be started without conformity to this requirement.

- 11. **Exculpatory Provisions:** The Licensor shall not be liable or in any way responsible to the Licensee in respect of any loss, injury or damage to property suffered by the Licensee, or for business loss however caused, including but not limited to the negligence of the Licensor, in connection with anything that occurs at any of the Projects.
- 12. **Indemnity:** Except for the grossly negligent or wilful wrongful acts or omissions of the Licensor, the Licensee shall indemnify Licensor from and against all liabilities, claims, damages and expenses arising out of any act or omission by the Licensee or those for whom the Licensee is responsible (including but not limited to, its agents and contractors, and their sub-contractors or out of any breach by Licensee of any provision of this license agreement, or from any occurrence that damages any Site or any part of the Equipment.
- 13. **Meaning of "Licensor":** "Licensor" has the following expanded meanings:
  - (a) For the purpose of Sections 11 and 12, "Licensor" will be considered to mean, not only the Licensor, but also any owner of a Project, any manager of a Project, and the

officers, directors, employees, contractors, and agents of the Licensor and of, respectively those other persons or entities referred to above (collectively "Released Persons"). The Licensor acts as agent or trustee for the benefit of each Released Person for the purpose of enabling each of them, and all of them to enforce the benefit of Sections 11 and 12 directly against the Licensee.

- (b) The Licensor acts on its own behalf, or on behalf of the owner of each Project in entering into this Agreement and the "Licensor" will be construed accordingly.

14. **Representation and Warranty re: Damages:** The Licensee represents and warrants to the Licensor that :

- (a) all contracts and arrangements entered into with its customers will exempt the Licensee and the Licensor from liability for failure to provide Services where the failure is due to fire, or perils, or is due to factors beyond the control of the Licensee or the Licensor as the case may be; and
- (b) the Equipment will operate so that a fire or other catastrophe that occurs at a Project and damages a Site or any Equipment at the Project will not materially disrupt the provision of Services to the Licensee's customers.

15. **Default:** If the Licensee defaults in the payment of any money required to be paid by Licensee under this Agreement and the default continues for a period of 10 days after written notice has been given by the Licensor to the Licensee, the Licensor may terminate this Agreement without prejudice to its other remedies (including the right to claim damages). If the Licensee defaults in respect of any other provision of this Agreement and the default is not cured within 15 days after written notice from the Licensor, then the Licensor may terminate this Agreement. If the Licensee becomes bankrupt or insolvent, or a receiver or manager is appointed in respect of any substantial part of the Licensee's assets and undertaking, or if a judgment is obtained against the Licensee and execution is levied against a material portion of the Licensee's assets having regard to the overall assets and undertaking of the Licensee, or if the Licensee takes proceedings for winding up, liquidation, or for dissolution of its assets, the Licensor may, without notice, terminate this Agreement and claim damages. Each of the events described above in the preceding sentence will be considered as a default under this Agreement.

16. **Transfers:**

- (a) Subject to paragraph (b) below, this Agreement may not be assigned or transferred in whole or in part by the Licensee without the consent of the Licensor, not to be unreasonably withheld or delayed and the Licensee will not be entitled to sub-license or enter into co-usage or sharing agreements with other suppliers of services. (The kinds of transactions referred to above are called "Transfers" in this Section.) It will

be considered reasonable (without limiting the Licensor's right to withhold consent on other reasonable grounds) for the Licensor to withhold consent, to the extent that amounts or other value are paid or provided to the Licensee in connection with a Transfer and the amount or value reflects benefits primarily associated with the size, nature or location of a Project. If there is a dispute in that regard it will be determined by arbitration using a single arbitrator. The Licensor may assign this Agreement to any person or entity that assumes its obligations under this Agreement, and on so assigning this Agreement the Licensor will be released from all obligations assumed by the assignee.

- (b) The Licensee may, on at least ten (10) days' prior written notice to the Licensor transfer this Agreement for any particular Project (or all of them) to an "Affiliate" of G. T. Group Telecom Services Corp. ("GT") if the Affiliate enters into an agreement with the Licensor to be bound by this Agreement as it relates to the applicable Project(s) and agrees also to re-Transfer this Agreement to GT, or to an Affiliate of GT, prior to the Transferee's ceasing to be an Affiliate of GT. "Affiliate" has the same meaning as in the Canada Business Corporations Act. The Licensee may also assign its rights under this agreement to a "Senior Telecommunications Lender" as collateral security for financing its purchase of the Equipment, its installation in the Projects, and its operations in the Projects. A Senior Telecommunications Lender is a chartered Bank or other lending institution that provides first priority secured funding for large telecommunication projects. The Licensee must provide at least twenty (20) days' prior written notice to the Licensor before so assigning this Agreement together with such evidence as the Licensor may reasonably require to satisfy itself that the proposed assignee is a Senior Telecommunications Lender.

17. **Termination Rights:** The Licensor reserves the right to terminate this Agreement as it relates to any particular Project, on thirty (30) days' prior written notice to the Licensee in the following circumstances:

- (a) if the Project is substantially damaged and the Licensor determines that it will take longer than one hundred and eighty (180) days to restore it; or
- (b) if the Licensor elects to redevelop a substantial portion of the Project or elects to convert a portion of the Project to other uses and, as the result of the development or conversion of use, it is, in the Licensor's opinion, not feasible to relocate any part of the Equipment which may require to be relocated in connection with the redevelopment or conversion of use.

18. **Subordination:** This license is subject and subordinate to all existing and future mortgages, charges and other encumbrances upon the Projects. The Licensee shall not register this Agreement or a notice in respect of it against the title to any Project.

19. **Notices:** Any written notice provided for under this license shall effectively be given to Licensors by delivery to Licensors' management office at the Projects and to Licensee by delivery to Licensee's address set out in Part A.
20. **Entire Agreement:** This license and the Appendices and Schedules attached hereto and forming part hereof contain the whole Agreement between the parties with respect to the subject matter of this license. All representations made by either party which are relied upon by the other party are contained herein and each party disclaims reliance on any other representations.
21. **Licensee's Authority:** Licensee covenants that it has all requisite power and possesses all permits, licenses, consents, approvals and other rights necessary to enable it to enter into this license and carry out its provisions.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

**G.T. GROUP TELECOM SERVICES CORP.**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**THE CADILLAC FAIRVIEW  
CORPORATION LIMITED**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

# APPENDIX "1"

| PROJECTS | AREAS OF SITES<br>(Square Feet) | BASIC FEE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | OCCUPANCY FEE<br>(Per Annum)                                                                                                             |
|----------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
|          |                                 | <p>A - Per annum, for the first two years of the Term, the aggregate of: (a) 1.5 cents for each square foot of Rentable Area of each Site <del>Project</del>, and (b) a surcharge fee of \$25.00 per square foot of Rentable Area of each Site in excess of 100 square feet in each Project.</p> <p>B - For each Site that has a Rentable Area larger than 100 square feet, an initial, one time fee of \$1,250.00 payable on the date that is no later than ten (10) days after the date when the Rentable Area of the Site is determined by the Licensor and notice is delivered to the Licensee requiring payment.</p> | \$12.50 per square foot in excess of 100 square feet of Rentable Area of each Site that has a Rentable Area larger than 100 square feet. |

## APPENDIX "2"

### Phase I Projects

|          |                             |                    |
|----------|-----------------------------|--------------------|
| Edmonton | Canadian Western Bank Place | 1303 Jasper Avenue |
| Toronto  | 79 Wellington Street West   |                    |
|          | 66 Wellington Street West   |                    |
|          | 100 Wellington Street West  |                    |
|          | 95 Wellington Street West   |                    |
|          | 77 King Street West         |                    |
|          | 222 Bay Street              |                    |
|          | 200 Front Street West       |                    |
|          | 20 Queen Street West        |                    |
|          | 1 Dundas Street West        |                    |

### Phase II Projects

|         |                      |
|---------|----------------------|
| Toronto | 77 Bloor Street West |
|         | 60 Bloor Street West |
|         | 4120 Yonge Street    |
|         | 4110 Yonge Street    |
|         | 4100 Yonge Street    |
|         | 250 Yonge Street     |

## **TELECOMMUNICATIONS LICENSE AMENDING AGREEMENT**

THIS AGREEMENT made this 26<sup>th</sup> day of March , 2001

### **PART A – BASIC INFORMATION**

**Licensor:** The Cadillac Fairview Corporation Limited

**Licensee:** G.T. Group Telecom Service Corp.

**Trade Name:** Group Telecom

**Agreement being amended:** Telecommunications License Agreement dated November 4, 1999 ("TL Agreement")

### **PART B – CONSIDERATION**

Ten Dollars (\$10.00) of lawful money of Canada paid by the Licensee to the Licensor, receipt and adequacy is hereby acknowledged.

### **PART C – AMENDMENT**

1. The Licensee and Licensor agree that, effective as of March 1, 2000, the TL Agreement is amended by:
  - (a) deleting Appendix "2" attached to the TL Agreement and replacing it with Appendix "2" attached to this Agreement;
  - (b) adding the following at the end of the portion titled "Term" on page 1 of the TL Agreement:

"For each of Phase III Projects, Phase IV Projects, Phase V Projects and Phase VI Projects respectively: Five (5) years less the period between the Commencement Date for the Phase I Projects and the Commencement Date for each of the Phase III Projects, Phase IV Projects, Phase V Projects and Phase VI Projects respectively".
  - (c) adding the following at the end of the portion titled "Commencement Date" on page 1 of the TL Agreement:

" March 1, 2000 for the Phase III Projects, October 1, 2000 for the Phase IV Projects, April 1, 2001 for the Phase V Projects and June 1, 2001 for the Phase VI Projects.."
  - (d) adding the following at the end of section 20 Entire Agreement of the TL Agreement:



"This Agreement supersedes and replaces all prior agreements between the parties with respect to the Phase V Projects located in the City of Vancouver, Province of British Columbia."

2. Except as expressly amended by this Agreement, the terms and conditions of the TL Agreement are hereby confirmed.

**IN WITNESS WHEREOF** the parties hereto have executed this Telecommunications License Amending Agreement as of the date first written above.

**GT GROUP TELECOM  
SERVICES CORP.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: DIRECTOR NATIONAL FACILITIES  
I have the authority to bind the Corporation

**THE CADILLAC FAIRVIEW  
CORPORATION LIMITED**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Executive Vice President, e-Business

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: VP NATIONAL OPERATIONS  
I/We have the authority to bind the Corporation

## APPENDIX "2"

### Phase I Projects (15 Nov, 1999; expiring 14 Nov, 2004)

|          |                            |
|----------|----------------------------|
| Edmonton | 10303 Jasper Avenue        |
| Toronto  | 79 Wellington Street West  |
|          | 66 Wellington Street West  |
|          | 100 Wellington Street West |
|          | 95 Wellington Street West  |
|          | 77 King Street West        |
|          | 222 Bay Street             |
|          | 200 Front Street West      |
|          | 20 Queen Street West       |
|          | 1 Dundas Street West       |

Agf Renewal date  
May 15, 2004

Per review date  
Aug 15, 2001

### Phase II Projects (1 Jan, 2000; expiring 14 Nov, 2004)

|         |                      |
|---------|----------------------|
| Toronto | 77 Bloor Street West |
|         | 60 Bloor Street West |
|         | 4120 Yonge Street    |
|         | 4110 Yonge Street    |
|         | 4100 Yonge Street    |
|         | 250 Yonge Street     |

### Phase III Projects (1 Mar, 2000; expiring 14 Nov, 2004)

|         |                               |
|---------|-------------------------------|
| Calgary | 635 8 <sup>th</sup> Avenue SW |
|         | 645 7 <sup>th</sup> Avenue SW |

### Phase IV Projects (1 Oct, 2000; expiring 14 Nov, 2004)

|          |                               |
|----------|-------------------------------|
| Calgary  | 736 6 <sup>th</sup> Avenue SW |
| Edmonton | 44 Capital Building           |
| Victoria | 1150 Douglas Street           |

### Phase V Projects (1 Apr, 2001; expiring 14 Nov, 2004)

|           |                        |
|-----------|------------------------|
| Vancouver | 700 West Georgia       |
|           | 701 West Georgia       |
|           | 609 Granville          |
|           | 777 Dunsmuir           |
|           | 700 West Pender Street |
|           | 750 West Pender Street |

**Phase VI Projects (1 Jun, 2001; expiring 14 Nov, 2004)**

|           |                                                                      |
|-----------|----------------------------------------------------------------------|
| Hamilton  | 883 Upper Wentworth                                                  |
| Toronto   | 1090 Don Mills Road<br>Concorde Corporate Centre<br>240 Duncan Mills |
| Montreal  | Place Montreal Trust                                                 |
| Saskatoon | 201 1St Ave, South (CN Tower)                                        |



THIS AGREEMENT is made the as of the 16<sup>th</sup> day of November, 2001-11-16  
B E T W E E N:

**THE CADILLAC FAIRVIEW CORPORATION LIMITED**  
**(the "Licensor")**

**- and -**

**GT GROUP TELECOM SERVICES CORP.**  
**(the "Licensee")**

**WHEREAS:**

- A. The Licensor and the Licensee entered into a Telecommunications License Agreement dated November 4, 1999 (the "License Agreement");
- B. Capitalized terms in this Agreement have the same meanings as is in the License Agreement;
- C. Under the License Agreement, the Licensor granted to the Licensee a license to gain access and use certain Sites located in parts of the Projects and the Projects are identified on Appendix "2" of the License Agreement;
- D. The Licensor in entering into the License Agreement acted on its own behalf, or on behalf of the owner of each Project and, "Licensor" is to be construed accordingly in the License Agreement;
- E. The Licensor and the Licensee intend that the License Agreement apply separately in relation to each particular Project as though a separate agreement had been executed for each Project independently from other Projects; and
- F. The Licensor and the Licensee have agreed to execute this Agreement to confirm that intention;

THEREFORE in consideration of Two Dollars (\$2.00) and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the Licensor and the Licensee, the Licensor and the Licensee agree as follows:



1. The intent as described in Recital E above is confirmed. Accordingly, by way of example and without limitation: (i) a default under the License Agreement as it applies to a particular Project will not be considered as a default under the License Agreement as it applies to any other Project; and (ii) the Licensor may assign the License Agreement in respect of any particular Project to any person or entity that assumes its obligations under the License Agreement in respect of that particular Project without assuming obligations in relation to any other Project and, on so assigning this Agreement for a Project, the Licensor will be released from all obligations assumed by the assignee in relation to the Project.
2. The parties hereby confirm that the License Agreement is unamended and, acknowledge that this Agreement is entered into for the single purpose of confirming the mutual intention of the parties in regard to the application and effect of the License Agreement as expressed above.

The parties have duly executed this Agreement this 17 day of Dec, 2001.

**THE CADILLAC FAIRVIEW CORPORATION LIMITED**

(Licensor)

Per: [Signature]

Per: [Signature]

I have authority to bind the Corporation.

**GT GROUP TELECOM SERVICES CORP.**

(Licensee)

Per: [Signature]

Per: \_\_\_\_\_

I have authority to bind the Corporation.

## **TELECOMMUNICATIONS LICENSE AMENDING AGREEMENT**

THIS AGREEMENT made this 5<sup>th</sup> day of February, 2002

### **PART A – BASIC INFORMATION**

**Licensor:** The Cadillac Fairview Corporation Limited

**Licensee:** G.T. Group Telecom Service Corp.

**Trade Name:** Group Telecom

**Agreement being amended:** Telecommunications License Agreement dated November 4, 1999 ("TL Agreement")

### **PART B - CONSIDERATION**

Ten Dollars (\$10.00) of lawful money of Canada paid by the Licensee to the Licensor, receipt and adequacy is hereby acknowledged.

### **PART C – AMENDMENT**

1. The Licensee and Licensor agree that, effective as of December 1, 2001, the TL Agreement is amended by:
  - (a) deleting Appendix "2" attached to the TL Agreement and replacing it with Appendix "2" attached to this Agreement;
  - (b) adding the following at the end of the portion titled "Term" on page 1 of the TL Agreement:

"For each of Phase III Projects, Phase IV Projects, Phase V Projects, Phase VI Projects and Phase VII Projects respectively: Five (5) years less the period between the Commencement Date for the Phase I Projects and the Commencement Date for each of the Phase III Projects, Phase IV Projects, Phase V Projects, Phase VI Projects and Phase VII Projects respectively".
  - (c) adding the following at the end of the portion titled "Commencement Date" on page 1 of the TL Agreement:

"March 1, 2000 for the Phase III Projects, October 1, 2000 for the Phase IV Projects, April 1, 2001 for the Phase V Projects, June 1, 2001 for the Phase VI Projects and December 1, 2001 for the Phase VII Projects."
  - (d) adding the following at the end of section 20 Entire Agreement of the TL Agreement:

"This Agreement supersedes and replaces all prior agreements between the parties with respect to the Phase V Projects located in the City of Vancouver, Province of British Columbia."

2. Except as expressly amended by this Agreement, the terms and conditions of the TL Agreement are hereby confirmed.

**IN WITNESS WHEREOF** the parties hereto have executed this Telecommunications License Amending Agreement as of the date first written above.

**GT GROUP TELECOM  
SERVICES CORP.**

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

**Director, National Facilities**  
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**THE CADILLAC FAIRVIEW  
CORPORATION LIMITED**

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

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
I/We have the authority to bind the Corporation

## **APPENDIX "2"**

### **Phase I Projects (15 Nov. 1999; expiring 14 Nov. 2004)**

|         |                            |
|---------|----------------------------|
| Toronto | 79 Wellington Street West  |
|         | 66 Wellington Street West  |
|         | 100 Wellington Street West |
|         | 95 Wellington Street West  |
|         | 77 King Street West        |
|         | 222 Bay Street             |
|         | 200 Front Street West      |
|         | 20 Queen Street West       |
|         | 1 Dundas Street West       |

### **Phase II Projects (1 Jan. 2000; expiring 14 Nov. 2004)**

|         |                      |
|---------|----------------------|
| Toronto | 77 Bloor Street West |
|         | 60 Bloor Street West |
|         | 4120 Yonge Street    |
|         | 4110 Yonge Street    |
|         | 4100 Yonge Street    |
|         | 250 Yonge Street     |

### **Phase III Projects (1 Mar. 2000; expiring 14 Nov. 2004)**

|         |                               |
|---------|-------------------------------|
| Calgary | 635 8 <sup>th</sup> Avenue SW |
|         | 645 7 <sup>th</sup> Avenue SW |

### **Phase IV Projects (1 Oct. 2000; expiring 14 Nov. 2004)**

|          |                     |
|----------|---------------------|
| Edmonton | 44 Capital Building |
| Victoria | 1150 Douglas Street |

### **Phase V Projects (1 Apr. 2001; expiring 14 Nov. 2004)**

|           |                        |
|-----------|------------------------|
| Vancouver | 700 West Georgia       |
|           | 701 West Georgia       |
|           | 609 Granville          |
|           | 777 Dunsmuir           |
|           | 700 West Pender Street |
|           | 750 West Pender Street |



**Phase VI Projects (1 Jun. 2001; expiring 14 Nov. 2004)**

|           |                                                                                    |                                                                                                |
|-----------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Hamilton  | 883 Upper Wentworth                                                                |                                                                                                |
| Toronto   | 1090 Don Mills Road<br>1 & 3 Concord Place<br>12 Concord Place<br>240 Duncan Mills |                                                                                                |
| Ottawa    | 191 Laurier<br>234 Laurier<br>77 Metcalfe                                          | <i>Revised 2001</i><br><i>Revised 2001</i><br><i>New 2001</i><br>208,000<br>100,000<br>125,000 |
| Montreal  | Place Montreal Trust                                                               |                                                                                                |
| Saskatoon | 201 1St Ave, South (CN Tower)                                                      |                                                                                                |

**Phase VII Projects (1 Dec. 2001; expiring 14 Nov. 2004)**

|           |                                      |
|-----------|--------------------------------------|
| Vancouver | 200 Burrard St.<br>200 Granville St. |
|-----------|--------------------------------------|

## **TELECOMMUNICATIONS LICENSE AMENDING AGREEMENT**

THIS AGREEMENT made this 14<sup>th</sup> day of March, 2002

### **PART A - BASIC INFORMATION**

**Licensor:** The Cadillac Fairview Corporation Limited

**Licensee:** G.T. Group Telecom Service Corp.

**Trade Name:** Group Telecom

**Agreement being amended:** Telecommunications License Agreement dated November 4, 1999 (the "TL Agreement") as amended by Telecommunications License Amending Agreement dated March 26, 2001 (the "March 01 Agreement") and as further amended by Telecommunications License Amending Agreement dated February 5<sup>th</sup>, 2002 (the "February 02 Agreement")

### **PART B - CONSIDERATION**

Ten Dollars (\$10.00) of lawful money of Canada paid by the Licensee to the Licensor, receipt and adequacy of which is hereby acknowledged.

### **PART C - AMENDMENT**

1. The Licensor and the Licensee agree that:
  - (a) the February 02 Agreement will be deemed not to have affected, nor will it affect, the Projects described in the March 01 Agreement as "Edmonton 10303 Jasper Avenue", and "Edmonton 10201 Jasper Avenue" respectively, and the provisions of the TL Agreement as amended by the March 01 Agreement will continue to apply to those Projects as though the February 02 Agreement had not been entered into.
  - (b) effective as of March 1<sup>st</sup>, 2002 the following Project: 220 Yonge Street, Toronto, Ontario will be added to Appendix "2" as the Phase VIII Project.
2. The Licensee and the Licensor agree that effective as of March 1<sup>st</sup>, 2001 the TL Agreement as amended by the March 01 Agreement and the February 02 Agreement is further amended by:
  - (a) substituting Appendix "2" attached to this Agreement for that which previously formed Appendix "2" to the TL Agreement as amended;

- (b) adding the following at the end of the portion titled "Term" on page 1 of the TL Agreement:

"For each of the Phase III Projects, Phase IV Projects, Phase V Projects, Phase VI Projects, Phase VII Projects and the Phase VIII Project respectively: Five (5) years less the period between the Commencement Date for the Phase I Projects and the Commencement Date for each of the Phase III Projects, Phase IV Projects, Phase V Projects, Phase VI Projects, Phase VII Projects and Phase VIII Project respectively".

- (c) adding the following at the end of the portion title "Commencement Date" on page 1 of the TL Agreement:

"March 1, 2000 for the Phase III Projects, October 1, 2000 for the Phase IV Projects, April 1, 2001 for the Phase V Projects, June 1, 2001 for the Phase VI Projects, December 1, 2001 for the Phase VII Projects and March 1, 2002 for the Phase VIII Project".

3. Except as expressly amended by this Agreement, the terms and conditions of the TL Agreement as amended by the March 01 Agreement and February 02 Agreement are hereby confirmed.

**IN WITNESS WHEREOF** the parties hereto have executed this Telecommunications License Amending Agreement as of the date first written above.

**GT GROUP TELECOM SERVICES CORP.**

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

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**THE CADILLAC FAIRVIEW CORPORATION LIMITED**

Per: \_\_\_\_\_  
Name: **Vice President National Operations**  
Title

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **Vice-President**

I/We have authority to bind the Corporation

## **APPENDIX "2"**

### **Phase I Projects (15 Nov. 1999; expiring 14 Nov. 2004)**

|          |                            |
|----------|----------------------------|
| Edmonton | 10303 Jasper Avenue        |
| Toronto  | 79 Wellington Street West  |
|          | 66 Wellington Street West  |
|          | 100 Wellington Street West |
|          | 95 Wellington Street West  |
|          | 77 King Street West        |
|          | 222 Bay Street             |
|          | 200 Front Street West      |
|          | 20 Queen Street West       |
|          | 1 Dundas Street West       |

### **Phase II Projects (1 Jan. 2000; expiring 14 Nov. 2004)**

|         |                      |
|---------|----------------------|
| Toronto | 77 Bloor Street West |
|         | 60 Bloor Street West |
|         | 4120 Yonge Street    |
|         | 4110 Yonge Street    |
|         | 4100 Yonge Street    |
|         | 250 Yonge Street     |

### **Phase III Projects (1 Mar. 2000; expiring 14 Nov. 2004)**

|         |                               |
|---------|-------------------------------|
| Calgary | 635 8 <sup>th</sup> Avenue SW |
|         | 645 7 <sup>th</sup> Avenue SW |

### **Phase IV Projects (1 Oct. 2000; expiring 14 Nov. 2004)**

|          |                     |
|----------|---------------------|
| Edmonton | 44 Capital Building |
|          | 1150 Douglas Street |

### **Phase V Projects (1 Apr. 2001; expiring 14 Nov. 2004)**

|           |                        |
|-----------|------------------------|
| Vancouver | 700 West Georgia       |
|           | 701 West Georgia       |
|           | 609 Granville          |
|           | 777 Dunsmuir           |
|           | 700 West Pender Street |
|           | 750 West Pender Street |

### **Phase VI Projects (1 June 2001; expiring 14 Nov. 2004)**

|           |                                                                                    |
|-----------|------------------------------------------------------------------------------------|
| Hamilton  | 883 Upper Wentworth                                                                |
| Toronto   | 1090 Don Mills Road<br>1 & 3 Concord Place<br>12 Concord Place<br>240 Duncan Mills |
| Ottawa    | 191 Laurier<br>234 Laurier<br>77 Metcalfe                                          |
| Montreal  | Place Montreal Trust                                                               |
| Edmonton  | 10201 Jasper Avenue                                                                |
| Saskatoon | 201 1 <sup>St</sup> Ave. South (CN Tower)                                          |

**Phase VII Projects (1 Dec. 2001; expiring 14 Nov. 2004)**

|           |                                            |
|-----------|--------------------------------------------|
| Vancouver | 200 Burrard Street<br>200 Granville Street |
|-----------|--------------------------------------------|

**Phase VIII Project (1 March 2002; expiring 14 Nov. 2004)**

|         |                  |
|---------|------------------|
| Toronto | 220 Yonge Street |
|---------|------------------|