

SPACE LICENSE AGREEMENT

THIS AGREEMENT made on the 8<sup>th</sup> day of MAY, 1998

BETWEEN: **Shon Georgia Investments Ltd.**  
#1118 - 925 West Georgia Street,  
Vancouver, B.C.  
V6C 3L2

(hereinafter referred to as "THE LICENSOR")

OF THE FIRST PART

AND: **GT GROUPTELECOM NETWORKS INC.**  
1000-701 West Georgia Street  
P.O. Box 10143, Pacific Centre  
Vancouver, B.C.  
V7Y 1C6

(hereinafter referred to as "GTN")

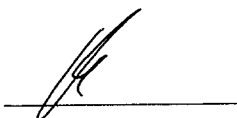
OF THE SECOND PART

WHEREAS:

THE LICENSOR has agreed to license certain space, as approved by THE LICENSOR in attached Schedules 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 :

**925 West Georgia St., Vancouver, B.C. V6C 3L2 [Cathedral Place]**  
(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 detailed plans to THE LICENSOR 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, standards and practices 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.  
 GTN shall at all times, indemnify and save harmless the Licensor of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever ("claims") for which the Licensor shall or may become liable, incur or suffer by reason of and arising out of a breach, violation or non performance by GTN of any covenant, term or provision hereof or by reason of any work done or materials provided or services rendered to GTN customers by GTN or persons for whom GTN is responsible at law or by reason of any injury occasioned to or suffered by any person or damage to any property by reason of any wrongful act or omission by GTN or persons for whom GTN is responsible at law, failure by GTN or whom persons for whom GTN is responsible at law to provide service to GTN customers, default or negligence on the part of GTN or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about Cathedral Place. For greater certainty, the parties hereto acknowledge and agree that GTN shall in no way be liable or indemnify or save harmless the licensor of and from claims arising out of any wrongful act, omission, failure, negligence, default or misconduct of the licensor or persons for whom the licensor is responsible at law. This indemnity shall survive the expiration or earlier ending of the Term.

8. GTN will pay all costs, taxes and other levies related to the physical access, 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. If the site is sold, and as a condition of such sale, the purchaser requests that the contract be canceled, the licensor shall have the right to cancel the contract. The licensor shall show just cause for cancellation, in writing, and shall notify the licensee, in writing, not less than six [6] months prior to actual termination. The licensor shall not be able to terminate this agreement if such termination could result in the licensee failing to abide by contractual service obligations, either directly or indirectly, to tenants at the site.

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

THE AUTHORIZED SIGNATURE OF:

**Shon Georgia Investments Ltd. ("THE LICENSOR")**

\_\_\_\_\_  
(Authorized signature)

\_\_\_\_\_  
(Date)

**Ron Shon**

\_\_\_\_\_  
(Name)

**Director**

\_\_\_\_\_  
(Title)

**GT GROUP TELECOM NETWORKS INC. (GTN)**

\_\_\_\_\_  
(Authorized signature) ("THE LICENSEE")

\_\_\_\_\_  
(Date)

**Dan Bouillet**

**Vice President Network Facilities**

**SPACE LICENCE AGREEMENT - SCHEDULE "A"**  
**PERMANENT INSTALLATION**

**DESCRIPTION**

Fiber Optic cable entry, 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 Shon Georgia Investments Ltd. and GT Group Telecom Networks Inc.  
and dated May 8, 1998.

**Building Owner or Property Manager**

**GT Group Telecom Networks Inc.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

May 8, 1998  
(Date)

May 8, 1998  
(Date)

**SPACE LICENCE AGREEMENT - SCHEDULE "B"**  
**TERM...TEN [10] YEARS WITH TWO FIVE [5] YEAR RENEWAL OPTIONS**  
**CATHEDRAL PLACE, VANCOUVER**

**DESCRIPTION**

Cable and related hardware, as shown in a typical diagram from demarcation point, through a point of presence [POP] up to but not limited to riser cabinets, raceways, distribution boxes, and horizontal distribution cable.

**SPECIAL REQUIREMENTS**

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

**ACKNOWLEDGEMENTS**

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**Building Owner or Property Manager**

**GT Group Telecom Networks Inc.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

May 8, 1998  
(Date)

May 8, 1998  
(Date)

## FEE SCHEDULE

PAGE 1 OF 2

[Pursuant to Space/Licence Agreement]  
Cathedral Place, 925 West Georgia St. Vancouver, B.C.

### SCHEDULE "A"

Entrance cable to Demarcation point

Term;

No fixed term

Fees [one time]

\$250.00

### SCHEDULE "B" [see note 1]

From demarcation point to Point of Presence  
["POP"] through riser system to horizontal  
distribution to tenants premises. Includes floor  
space for floor cabinet in main telephone room

Term; note 2

10 years, renewable  
with two 5 Yr.  
renewable options

Fees [distribution] First seven [7] years.....\$1025.00/yr., Paid Annually  
at Jan. 1 each yr., pro-rated  
initial year.

Next three [3] years.....To be set at fair market rental  
for similar access and  
opportunities. Rate to be  
determined three [3]  
months prior to end of first  
seven [7] year period.

Fees [special]  
e.g. Power i.e. 20 Amp. circuit

To be determined

### NOTE 1

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

**FEE SCHEDULE**

**PAGE 2 OF 2**

**CATHEDRAL PLACE, 925 W. GEORGIA ST., VANCOUVER**

[Pursuant to space/licence agreement]

**NOTE 2 OPTION TO RENEW**

If the Licensee regularly pays said fees and performs the covenants herein, and exercises the renewable options in writing at least six [6]months prior to the start of the new renewable term, the Licensor shall grant two consecutive renewal leases for terms of five (5) years. The renewal term will be upon the same terms and conditions contained herein, save as to fees in Schedule "B". Rent for said renewal term shall be agreed upon between the parties and shall be based on the fair market rental for similar access and opportunities. The Licensor and Licensee shall attempt to agree on the fair market fees for the renewal term three (3) months immediately preceding the expiry of the initial term, and subsequently three [3] months prior to the expiry of the first 5 year renewal term.

A handwritten signature in black ink, appearing to be a stylized 'D' or 'R' followed by a flourish, positioned above a horizontal line.A handwritten signature in black ink, appearing to be a stylized 'K' or 'L' followed by a flourish, positioned above a horizontal line.