

POP
1123 West
Hastings St
APB
RS

2000

SERVICE PROVIDER LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), made and entered into this 5 day of JANUARY, 2000, by and between RHOC (Canada) Inc., d/b/a Renaissance Vancouver Harbourside Hotel ("Hotel"), as agent for New World Hotels (B.C.) Ltd. ("Owner"), with offices at 10400 Fernwood Road, Bethesda, Maryland 20817 ("Licensor") and GT GROUP TELECOM SERVICES CORP. with offices at X 840 HOWE STREET ("Licensee").

3RD FLOOR PO BOX 40
VANCOUVER, BC V6Z 2L2

IT IS HEREBY AGREED AS FOLLOWS:

1. **Address where Premises are located:** 1133 West Hastings, Vancouver, British Columbia ("Building") as legally described on Schedule "A" hereto.
2. **Premises:** described in Schedule "B" hereto.
3. **Initial Term:** ~~Ten (10) years~~ FIVE (5) YEARS APB RS
4. **Commencement Date:** 1 December 1999 or the first of the month after the date installation commences whichever is sooner.
5. **Renewals:** After the Initial Term has extended its full duration, it may be continued thereafter for two (2) five (5) year periods unless before the beginning of any continuation either party gives ninety (90) days prior written notice of its intent to terminate to the other party. At the time of such Renewals, the parties shall negotiate any increases in the Rent.
6. **Rent:** \$ 1,000.00 (One Thousand Canadian Dollars) plus any and all taxes including but not limited to GST per year payable annually in advance. Licensor's GST number is 103573154 (free). Licensee will pay its own business taxes and any increase in realty taxes assessed against Licensor by reason of the installation of the Equipment or its use of the Premises.
7. **Use of Premises:** Licensee will install two (2) 4" and one (1) 2" conduits with pull boxes ("Equipment") between 1111 West Hastings Street and 1177 West Hastings Street through the parking area, consistent with attached diagram, Schedule B hereto, as approved by the Hotel's Director of Engineering.
8. **Prior to Commencement Date Licensee shall:**
 - (a) submit Equipment plans to Licensor for prior written approval;
 - (b) obtain all consents, licenses and permits required to install and operate the Equipment and Licensor agrees to cooperate and provide all consents, authorisations and information reasonably required by the Licensee;
 - (c) conduct all tests required to satisfy itself that the Premises are suitable for its intended purpose.
9. **Installation and Maintenance of Equipment:**
 - (a) Licensee will repair any damage to the Building or its surroundings caused by its installation, maintenance or removal of Equipment.
 - (b) The Equipment shall be installed, operated, maintained and supplemented in a good and workerlike manner in accordance with sound engineering practices approved by the Hotel's Director of Engineering.
 - (c) Licensee shall ensure that no liens are registered against the Building as a result of its work and will indemnify Licensor in connection therewith.
 - (d) Licensee will comply and will ensure that its subtrades comply with all health and safety and environmental legislation and indemnifies Licensor for a breach thereof.
 - (e) Licensee will ensure that its Equipment does not interfere with the signals or equipment of service providers granted prior access by Licensor.
 - (f) Licensor shall have the right, for any reason whatsoever, to relocate the conduits. Such relocation shall be at Licensee's sole cost and expense.

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10. **Performance by Licensee:** Provided Licensee has paid Rent and performed its obligations under this agreement, Licensor agrees that Licensee shall have access to the Premises 24 hours a day, seven days a week subject to Licensor's reasonable security requirements and enjoy the Premises without interference. Except as expressly otherwise provided herein, Licensor shall not be responsible for any latent defect or change in the condition of the Premises, damage to the Premises or to any property within, injury to persons, or property loss by theft or entrustment to Hotel employees, unless the damage shall be due to the gross negligence of Licensor. If Licensee is for any cause deprived of the use of the Premises or if Licensee claims that there is any defect in the Premises caused by the gross negligence of the Hotel, Licensee shall give prompt written notice to Licensor and a reasonable opportunity to remedy the condition noted. Failure to give notice shall be construed as a waiver of such condition.
11. **Demolition of premises:** Should at any time during the term of this Agreement the Licensor decide to demolish the building, the Licensor may terminate this agreement upon six (6) months notice to the Licensee with no further obligations to the Licensee or to the Owners of the adjacent buildings serviced by the Licensee.
12. **Insurance:** Licensee will provide and maintain, at its own expense:
- I. Workers' compensation insurance including employers liability which complies with the applicable workers' compensation laws governing the Licensee and all employees working for the Licensee.
 - II. Comprehensive general liability insurance including products and contractual liability and liability for bodily injury or property damage with a combined single limit of not less than \$1 million each occurrence. Such insurance shall name RHOC (Canada) Inc. and Owner as additional insureds.
- (a) All policies shall be specifically endorsed to provide that the coverages obtained by virtue of this Agreement will be primary and that any insurance carried by RHOC (Canada) Inc. and Owner shall be excess and non-contributory. All policies shall be specifically endorsed to provide that such coverage shall not be cancelled or materially changed without at least thirty (30) days prior written notice to the General Manager of the Hotel. Licensee shall deliver certificates of insurance and any renewals thereof to the General Manager of the Hotel which evidences the required coverages.
 - (b) Licensee shall carry at its expense adequate insurance against loss or damage by fire and other various risks on all fixtures, improvements and other property controlled by Operator and located upon the Premises, thereby holding Licensor harmless for any losses or damages to such property.
 - (c) Licensee shall not allow any act or thing upon the Premises which will conflict with insurance policies in force at Licensor's cost, or might subject Licensor to liability or responsibility for injury to persons or property.
13. **Indemnity:** Licensee shall defend, indemnify and hold harmless Licensor, the Hotel and Owner (if different than Renaissance, and their respective officers, directors, agents, and employees (the "Renaissance Indemnified Parties") from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, arising out of or resulting from the performance of the Services or Equipment including, but not limited to, any damage or loss to the Hotel or Licensee's equipment. Licensee shall further defend, indemnify and hold harmless the Renaissance Indemnified Parties from and against any and all actions, costs, claims, losses, expenses and/or damages (i) for or arising out of any personal injuries to or the death of any of Licensee's employees working at the Hotel or (ii) for personal injuries or death of any other person arising out of Licensee's Services or the presence of Licensee's employees at the Hotel. The provisions contained in this paragraph shall survive the termination of this Agreement.

14. **Default and Termination:** In the event either party breaches a provision of this Agreement, the non-defaulting party may terminate this Agreement by giving ten (10) days written notice. If the default is remedied prior to the end of such ten (10) day period, the notice of termination shall be null and void. This right of termination is in addition to whatever rights the non-defaulting party may have at law or in equity.
15. **Transfer:** Licensor may assign this Agreement at any time and shall be relieved of all obligations to Licensee under this Agreement, provided Licensor ensures that the assignee receives actual notice of this Agreement. Licensee shall not assign this Agreement or sublet or license all or part of the Premises (a "transfer") without the prior written approval of Licensor, acting reasonably. Notwithstanding the foregoing, Licensee may effect a transfer to a corporate affiliate, its senior lenders or their collateral agents or a purchaser of a material portion of its business. Licensee shall ensure that Licensor is informed of a transfer and except for a transfer to a purchaser, shall remain liable under this Agreement.
16. **Notices:** All notices under this Agreement shall be in writing and may be delivered by mail, facsimile or in person to the addresses below and shall be deemed received three (3) business days later if mailed and the next business day following the date of transmission by facsimile or personal delivery. At its own expense, Licensee may register a notice or caveat of this agreement on title to the Building in a form approved by Licensor and will remove such registration upon the expiration or earlier termination of this Agreement.
17. **General:** This is the entire Agreement between the parties affecting the subject matter described herein. Any amendments must be in writing and signed by both parties. If any portion of this Agreement is found to be invalid, such portion shall be severed without affecting the validity of the balance of the agreement. Except for reason of financial inability, delay in performance by either party shall be excused for delay for causes beyond their reasonable control. The parties warrant that there are no restrictions contained in any other agreement to which they are a party that would prevent either party from entering into this Agreement. The provisions of this Agreement shall be subject to all applicable regulatory laws and regulations which will prevail in the event of conflict. This Agreement is binding on the parties and their respective successors and assigns.

Date: 23 December 1999

Date: 5 Jan, 2000

LICENSEE:
GT Group Telecom Services Corp.

LICENSOR:

Per: _____
Name _____
Title: VICE PRESIDENT, NATIONAL FACILITIES

Title: GENERAL MANAGER RENAISSANCE.

I have the authority to bind the Corporation.

I have the authority to bind the Corporation.

Mailing Address for Notices:

P.O.Box 10082, Pacific Centre
1000 - 700 West Georgia Street
Vancouver, B.C. V7B 1B6

Attention: Corporate Secretary

Facsimile:

Mailing Address for Notices:

RENAISSANCE VANCOUVER HOTEL
1133 W. HASTINGS ST.
VANCOUVER, B.C. V6E 3T3

Attention: DIR. FINANCE & ACCTG.

SCHEDULE "A"

Legal Description

Pid: 007-694-806

*Plan # 92 Lot n/a Block 15 District Lot 185 Land District 36
New World Estates B.C. Ltd*

Handwritten signatures in black ink, consisting of two distinct scribbled marks.

SCHEDULE "B"

Description of Premises

SEE ATTACHED DRAWING

SCHEDULE "C"
Additional Provisions

"None"

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Handwritten signature in black ink, appearing to be 'JPB'.Handwritten initials in black ink, appearing to be 'RS'.

**GT GROUPTELECOM NETWORKS INC.
POINT OF PRESENCE LICENCE**

999 Canada Place Way
Vancouver, BC V6C 3C1

This Licence Agreement dated this 1st day of February ~~1999~~, between

CANADA PLACE CORPORATION,

Suite 536-999 Canada Place
Vancouver, BC V6C 3E1
(Licensor)

and

GT GROUPTELECOM NETWORKS INC.

Suite 300-840 Howe Street
Vancouver, BC V6Z 2L2
(Licensee)

WHEREAS:

The Licensor is the registered owner of those lands ("Lands") situated in the City of Vancouver, in the province of British Columbia located at 999 Canada Place Way, and it has erected on the Lands a building ("Building");

AND:

The Licensee has entered into an "Access License Agreement" dated the 17th day of February 1998 and wishes to lease from the Licensor that portion of the Building containing approximately 100 square feet of rentable storage space and more particularly described and outlined in red on Schedule "A" attached hereto:

WITNESSES that in consideration of the mutual covenants and agreements herein contained, these parties hereto agree as follows:

1. The Licensor hereby demises the Leased Premises to the Licensee and the term ("Term") shall be 15 years commencing February 1, ~~1999~~, and terminating January 31, ~~2014~~.
2. The Licensee shall pay to the Licensor a one-time fee of ~~Ten Thousand (\$10,000.00)~~ due and payable in full on the execution of this agreement.

3. The Licensee shall pay to the Licensor an annual rental fee calculated at a rate of fifteen (\$15.00) per square foot predicated on one hundred square feet, for a total annual rental of fifteen hundred dollars; Licensor will invoice Licensee for February to December ~~1999~~ and issue an invoice in January ~~2000~~ and each subsequent year, for the years rental amount, to be paid in advance. *6-2001 RS* *2000 RS*
4. Prior to the commencement of any work or installation of any equipment, Licensee shall, at its sole cost and expense, prepare and deliver to Licensor working drawings, plans and specifications for such work or installation, detailing the type, size and location of Licensee's Equipment, the Building Communication Spaces to be used by Licensee and the Equipment Room, all specifically describing the proposed construction and work. No work shall commence until Licensor has approved, in writing, applicable construction or installation plans, which approval will not be unreasonably withheld or unduly delayed. Approval or disapproval and required changes shall be delivered to Licensee within twenty (20) working days after the receipt of such plans from Licensee. In no event shall Licensor's approval of such plans be deemed a representation that Licensee's Equipment will not cause interference with other systems in the Building or that Licensee's plans comply with applicable laws, rules or regulations, such responsibility shall remain the Licensee.
5. Licensee warrants that the installation of Licensee's Equipment shall be in strict compliance with the approved plans and specifications.
6. Licensee agrees that installation and construction shall be performed in a neat, responsible, and workmanlike manner, using generally accepted construction standards, consistent with such reasonable requirements as shall be imposed by Licensor. Licensee shall, at its sole cost and expense, repair or refinish any surface of the Building that is damaged by or during the installation of Licensees Equipment and caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If Licensee fails to repair or refinish any such damage, Licensor may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse Licensor of all costs and expenses incurred in such repair or refinishing.
7. Licensee shall label each cable placed in the telecommunications pathways, in each telephone closet through which said cables pass, with identification information including, but not limited to, License Agreement Number (to serve as identification), floor where cable originates and floor where cable terminates and any other information as may be required by Licensor's Building rules.
8. Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to Licensor prior to commencement of construction and work. Licensee's Equipment shall comply with all applicable safety standards, as modified from time to time, of any governing body with jurisdiction over Licensee's operations.

9. Licensee shall not during construction or otherwise, in Licensor's sole and reasonable judgement, block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, the sidewalks around the Building or any entrance ways thereto. If such conditions shall occur, Licensee take corrective action as promptly as feasible, but in no event more than twenty four (24) hours following notice by Licensor of such conditions.

10. The Licensee accepts the Premises in an "as is" condition, however the Licensee shall have the Licensor's permission and grant to such permits, easements, license or right of way in areas of the Premises as may be necessary to:
 - a) install fiber optic cable (which may include copper wire) and such equipment, apparatus, fixtures and attachments (the "Equipment") within, to, and from the Premises as may be necessary for its operations and more particularly described as distributing its services to the World Trade Centre, The Pan Pacific Hotel, The Trade and Convention Centre and other Tenants of Canada Place.

 - b) have access to the Leased Premises 24 hours per day, for the purposes of installing and maintaining, subject to security procedures as reasonably required by the Licensor. From time to time, in situations of emergency, for repair to the Equipment, the Licensee will have access to the Premises which is a 7/24 operation, through security procedures as determined by the Licensor. The Licensor may, at its sole option, provide access keys and combinations at the Licensee's expense;

 - c) provide fiber optic or copper wire communications services to other tenants of the Building;

 - d) connect the Equipment to other tenants of the Building, subject to the Licensor's prior approval as to location of installations, such approval not to be unreasonably withheld or delayed.

 - e) Install and maintain such equipment, exterior grounding, electric power and communications lines, as may be necessary for the provision of communications services;

11. On termination of this agreement, GTN will remove all conduits, 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.

12. The License granted herein is not exclusive save for the use of the premises. Licensor hereby reserves the right to grant, renew or extend similar licenses to others. The License granted herein is revocable only in accordance with the express terms of this Agreement.
13. Licensor shall have the right to reasonably limit the type, size and location of Licensee's Equipment located in the Building, but not in the space in Schedule A. Further, Licensor may in its sole and reasonable discretion, require Licensee, at Licensee's expense, to relocate within the Building any or all of Licensee's Equipment, including the Equipment Room. The substitute Equipment Room shall contain at least as much area as the Equipment Room from which Licensee is being relocated, and shall also, in Licensee's judgement acting reasonably, be suitable for Licensee's operations. In the event that Licensor requires Licensee to relocate Licensee's Equipment and/or the Equipment Room, Licensee shall within ninety (90) days either: (i) terminate this Agreement upon written notice to Licensor; or (ii) relocate the Licensee's Equipment and/or the Equipment Room (the time period the relocation shall be extended to one hundred eighty (180) days if Licensee has begun but not yet completed the relocation with the required ninety (90) day period). Licensor shall allow Licensee to perform a standard cutover procedure, if required by said relocation, which will insure that the relocated equipment is operational for service prior to discontinuing service from old service location. Should the Licensee choose (i) above, the Licensor will pay to the Licensee the unused pro-rated fee set out in Clause 2. Further, the parties agree that the substitute Equipment Room will be covered by a new agreement for a term of 15 years, at the then current market rates.
14. Licensee's Covenants:
 - a) Licensee shall at its sole cost and expense, maintain Licensee's Equipment in proper operating condition and to maintain same in satisfactory condition as to safety.
 - b) Should interference develop at any time between the installations of other users of THE SITE and those of Licensee, Licensee 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 the Licensee be at fault and without prior rights.
15. In the event of any breach except for non-payment of rent 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 has not progressed 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.

16. The Licensee will hold the Licensor, its employees, agents and contractors, harmless in respect of:
- a) all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work or any act or omission of the Licensee or an assignee, sub-tenant, agent, employee, contractor, invitee of the Licensee, and in respect of all costs, expenses and liabilities incurred by the Licensor in connection with or arising out of all such claims, including the expenses of any action or proceeding pertaining thereto; and
 - b) any loss, cost (including, without limitation, lawyers' fees and disbursements on a solicitor and own client basis), expense or damage suffered by the Licensor arising from any breach by the Licensee of any of its covenants and obligations under this license.

The Licensee shall at all times during the term and any Renewal maintain insurance coverage in an amount of not less than \$3,000,000 for third party liability. The Licensee shall provide a certificate that such insurance is in force.

17. Any notice required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission, to the Licensee at the following address:

~~GT GROUPTHELECOM NETWORKS INC.~~ **SERVICES CORP.** *YJN PK*
P.O. Box 40, Suite 300-840 Howe Street
Vancouver, B.C. V6Z 2L2

and the Licensor at:

536 *YJN PK*
~~CANADA PLACE CORPORATION,~~
Suite ~~1001~~-999 Canada Place
Vancouver, B.C. V6C 3C1

18. This agreement ensures to the benefit of and is binding on the parties to the Agreement and their respective heirs, executors, administrators and permitted assigns.
19. 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 days 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.

20. The Licensee shall have the option to renew the License for a further term of Five (5) years, subject to and in accordance with the following terms and conditions:
- a) The option shall be to renew this License upon the same terms and conditions as are contained in the License, excepting the annual gross rent and excepting any other provisions applicable only to the initial Term. The gross rent shall be equal to the then existing market value for comparable space in comparable office buildings in the immediate vicinity of the Building as agreed between the parties on, failing agreement, as determined in accordance with the Commercial Arbitration Act of British Columbia in accordance with the foregoing guideline.
 - b) The option shall be open for exercise by delivery to the Licensor of a letter of exercise. The option shall be exercised not less than 12 months nor more than ~~nine~~ 24 months prior to the expiry of the Term and the Licensee shall have paid all the rents payable under the License and shall, at the time of exercise, not be in default (of which it has received notice) of any of the covenants and conditions to be observed and performed by the Licensee under the License. MS
RS
21. This License including the Schedule "A" attached hereto constitutes the entire agreement between this Licensor and the Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matter thereof.

IN WITNESS WHEREOF the Licensor and the Licensee have executed this Lease as of the date first above written.

 CANADA PLACE CORPORATION

Per:

/
GT GROUPTELECOM NETWORKS INC.

Per: ____

August 15, 2007

New World Estates Ltd.
300-911 Homer Street
Vancouver, BC
V6B 2W6

Attention: CGA, Director of Finance & Accounting,
Renaissance Vancouver Hotel Harbourside

Re: Service Provider License Agreement dated January 5th, 2000 between New World Estate Ltd. (the "Licensor") and Bell Canada (formerly GT Group Telecom Services Corp.) (the "Licensee") for 1133 West Hastings Street, Vancouver, BC (the "Building")

Once executed this letter will serve to Renew the Service Provider License Agreement dated January 5th, 2000 between the Licensor and the Licensee to install, maintain and operate telecommunication equipment located on the Parking Level B of the Building.

Renewal Term: Five (5) years commencing December 1st, 2004 and terminating on November 30, 2009.

In accordance with this agreement, the Tenant is hereby exercising the first (1st) Option to Renew leaving the Tenant with one (1) five (5) year Option to Renew in accordance with the terms and conditions set out in the Service Provider License Agreement dated January 5th, 2000.

Clause 6 entitled Rent, of the Service Provider License Agreement noted above will be amended with the following wording:

"6. Rent: \$1,500.00 (One Thousand Five Hundred Dollars) plus any and all taxes including but not limited to GST per year payable annually in advance. Licensor's GST number is 103873113RT0001. Licensee will pay its own business taxes and increase in realty taxes assessed against Licensor by reason of the installation of the Equipment or its use of the Premises."

Clause 12 entitled Insurance, of the Service Provider License Agreement noted above will be amended with the following wording:

"12 (b) Licensee shall carry at its expense "All Risks" Property Insurance against loss or damage by fire and other insured risks on all fixtures, improvements and other property controlled by Operator and located upon the Premises, thereby holding Licensor harmless for any losses or damages to such property.

12 (c) – The Licensee will not do or permit to be done anything in the Leased Premises which shall cause or have the effect of causing the rate of insurance upon the Leased Premises or any part thereof and if the Licensor’s insurance rate shall be thereby increased the Licensee shall pay to the Licensor as Additional Rent the amount which the insurance premiums are increased.”

All other terms and conditions of the Service Provider Licence Agreement dated January 5th, 2000, shall remain unchanged and in full force and effect.

Please signify your acceptance of the foregoing by executing all four (4) copies of this letter in the space provided **and returning two (2) fully signed copies to the attention of, SNC Lavalin-Nexacor, 12th Floor, for #820-1075 West Georgia Street, Vancouver, BC V6E 3C9** you may retain the other two (2) copies for your records.

Regards,
BELL CANADA

Per:
Name:
Title:

c.c. Transaction Manager, SNC Lavalin – Nexacor,
Deliveries to 12th Floor Reception, for #820-1075 West Georgia Street, Vancouver, BC
Phone:

AGREED AND ACCEPTED

NEW WORLD ESTATE LTD., by its authorized signatory(ies)

PER: _____
Name:
Title:
Date:

PER: _____
Name:
Title:
Date: