

June 14, 2002

James Burke  
Greater Toronto Airport Authority  
Lester B. Pearson International Airport  
P.O. Box 6031, 3111 Connaught Drive  
Toronto AMF, ON  
L5P 1B2

By fax: 416-776-4542

Dear James:

**Re: Enhanced Wireless Services at the Lester B. Pearson International Airport**

The four wireless providers seek to continue to enhance wireless service at the Lester B. Pearson International Airport by accepting the terms established by the GTAA over discussions with Tom Driedger, as per your request, up to and including June 14, 2002. Each carrier purposes to:

- Pay annual fees of \$100,000, beginning as early as July 1, 2002 or when the GTAA indicates acceptance of this proposal. This amount is to be scaled annually after 2003 to reflect annual passenger traffic, with the first adjustment reflecting 2003 traffic increases over 2002, taking effect January 1, 2004. This fee covers the cost of full GTAA airport access including current rights, the equipment rooms, additional macro sites, repairs & maintenance of the neutral host wireless access system (NHWAS) and utilities required for NHWAS and the carriers' equipment.

Pay an annual fee for accessing the NHWAS in-building wireless distribution facility to be built in T-New, and any similar extensions to in-building systems in existing and new and renovated terminals. This fee is to be equivalent to carrying one-fifth of the total capital attributed to serving the public-area portion of the NHWAS, to a maximum of \$1 million, at the GTAA's cost of capital [not exceeding 6 ½ P.A.], based on its most recent financial statements. The fee is to be set annually, and is to reflect the actual amount of capital in service at the beginning of the year.

- Continue working jointly with the GTAA to enhance service at the Airport, and to design the public and private wireless distribution systems of that facility.

In exchange, we understand that the GTAA would grant the four wireless carriers:

- Exclusive rights for the provision of public wireless services throughout GTAA properties; including without limitation the right to continue operating all existing public wireless systems in place in T-1, T-2 and T-3, and on GTAA properties generally.

The right to work with the GTAA to engineer the public and private wireless distribution systems at the Airport and the right to use the systems being engineered and installed for the provision of public and private wireless services, including the associated utilities, taxes and break/fix maintenance for the shared systems. The carriers will continue to be responsible for the engineering, installation and maintenance of carrier specific transmission equipment.

- The right to install cell sites and wireless transmission equipment on airport property required to meet agreed to traffic and coverage requirements.

This proposal is not an offer but merely a proposal, is not susceptible to acceptance, to be binding needs to be reduced to an explicitly binding contract, and is contingent on successfully completing final documentation, by September 30, 2002, reflecting the following principles:

Each of the four carriers will enter into the agreement, as written, and each carrier and the GTAA will be responsible for fulfilling its obligations.

The capital cost of the in-building facilities is estimated not to exceed \$10 million over the life of this agreement, 50% of which is estimated to be required for public access and 50% of which is estimated to be required for serving private areas.

The GTAA will, in good faith, deploy the capital required to serve private areas by all carriers.

Should the ownership of any carrier change, the rights and obligations of this agreement will succeed to the new owner.

All parties agree to abide by this agreement for five years with an opportunity to renew the agreement for an additional five years under the same terms.

The terms of this agreement shall remain confidential, with the exception of a mutually agreed to public announcement of the signing of this agreement.

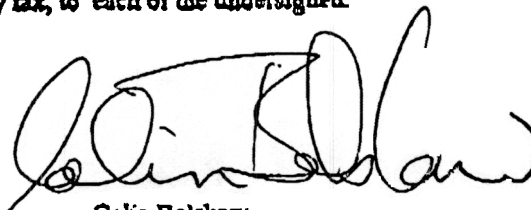
We trust that this letter brings our high level negotiations on these matters to a close. We look forward to working with you on the creation of the final documentation and a joint announcement.

Please sign and return a copy of this letter, by fax, to each of the undersigned.

Yours sincerely,



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Received and Agreed in principle by GTAA

Date: \_\_\_\_\_