



July 28, 2005

Grinti Enterprises Corp.
c/o B.C. Centre 86
#504-1168 Hamilton Street
Vancouver, BC
V6B 2S2

Attention: Paula Eng, Property Manager

Re: Service Provider Access Agreement dated July 27, 2000 between Grinti Enterprises Corp. (the "Landlord") and Bell Canada (formerly GT Group Telecom Services Corp.) (the "Tenant") for 1168 Hamilton Street, Vancouver, BC (the "Building")

Once executed this letter will serve to Renew the Service Provider Access Agreement dated July 27, 2000 between the Landlord and the Tenant to install, maintain and operate telecommunication equipment comprising approximately sixteen (16) square feet located in the P1 Level of the Parkade within the Building.

Renewal Term: Five (5) years commencing July 1, 2005 and terminating on June 30, 2010.

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 Access Agreement dated July 27, 2000.

Clause 6 entitled Rent, of the Service Provider Access Agreement dated July 27, 2000 shall be amended as follows, "6. Rent and Electricity \$1,500.00 (One Thousand Five Hundred Dollars) plus GST per year payable annually in advance. Landlord's GST number is 10077 4264. Tenant will pay its own business taxes and any increase in realty taxes assessed against Landlord by reason of the installation of the Equipment or its use of the Premises."

Clause 8 entitled Electricity, of the Service Provider Access Agreement dated July 27, 2000 shall be deleted.

All other terms and conditions of the Service Provider Access Agreement dated July 27, 2000, shall remain unchanged and in full force and effect.

Bell West Inc.
21st Floor
111 5th Avenue SW
Calgary, Alberta T2P 3Y6

Telephone: (403) 410-8600
Facsimile: (403) 410-4081
www.bell.ca

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 Kim Pentecost, SNC Lavalin-Nexacor, 2100-111-5th Ave SW, Calgary, AB T2P 3Y6**, you may retain the other two (2) copies for your records.

Regards,

Per:
Bell Canada

c.c. Kim Pentecost, Transaction Manager, SNC Lavalin – Nexacor,
2100, 111-5th Ave SW, Calgary, AB T2P 3Y6
Mobile: (403) 542-4555 Email: kpentecost@nexacor.ca

AGREED AND ACCEPTED ON THIS

DAY OF

, 2005

PER: _____
Grinti Enterprises Corp.

SERVICE PROVIDER ACCESS AGREEMENT

IN CONSIDERATION of the rents paid by **GT GROUP TELECOM SERVICES CORP.** ("Tenant") to: **GRINTI ENTERPRISES CORP.** ("Landlord") and the terms contained herein, the parties agree as follows:

1. **Address where Premises are located:** 1168 Hamilton Street, Vancouver, British Columbia ("Building"). as legally described on Schedule "A".
2. **Premises:** described in Schedule "B".
3. **Term:** (Five) 5 years.
4. **Commencement Date:** July 01, 2000 or the first of the month after the date installation commences whichever is sooner.
5. **Options to Extend:** (two) 2 x (five) 5 years at market rent for similar premises, uses and buildings in the vicinity of the Building at the time of extension as agreed by the parties, failing which to be determined by arbitration in accordance with such legislation in the province in which the Premises are located. To exercise an option to extend, Tenant shall provide 60 days' notice to Landlord prior to end of the relevant Term.
6. **Rent:** \$ 1,000.00 (One Thousand Dollars) plus GST per year payable annually in advance. Landlord's GST number is _____. Tenant will pay its own business taxes and any increase in realty taxes assessed against Landlord by reason of the installation of the Equipment or its use of the Premises.
7. **Use of Premises and Utilities:** to install, maintain and supplement Tenant's equipment, cable, apparatus and ancillary attachments ("Equipment") for the telecommunication of signals to and from customers located in the Building and as support or back-up for Tenant's ring technology in the event of an interruption in service. Tenant may connect to all necessary utilities, trunk lines, customers' equipment and Landlord's electrical grounding system and will have access to required conduit, risers, closets and meter rooms.
8. **Electricity:** Tenant will pay for its own electrical consumption annually in arrears. Tenant warrants that its annual consumption will not exceed \$ 300.00 (Three Hundred Dollars) per annum and will provide consumption data to Landlord each year. Such payment by Tenant shall be subject to escalation as reasonably determined by Landlord.
9. **Prior to Commencement Date Tenant shall:**
 - (a) submit Equipment plans to Landlord for approval;
 - (b) obtain all consents, licenses and permits required to install and operate the Equipment and Landlord agrees to cooperate and provide all consents, authorizations and information reasonably required by the Tenant;
 - (c) conduct all tests required to satisfy itself that the Premises are suitable for its intended purpose; and
 - (d) provide Landlord with a certificate of insurance with coverage of not less than \$2,000,000 noting Landlord as additional insured.
10. **Installation and Maintenance of Equipment:**
 - (a) Tenant will repair any damage to the Building caused by its installation, maintenance or removal of Equipment at the end of the Term.
 - (b) The Equipment shall be installed, operated, maintained and supplemented in a good and workerlike manner in accordance with sound engineering practices.
 - (c) Tenant shall ensure that no liens are registered against the Building as a result of its work and will indemnify Landlord in connection therewith.
 - (d) Tenant will comply and will ensure that its subtrades comply with all health and safety and environmental legislation and indemnifies Landlord for a breach thereof.
 - (e) Tenant will ensure that its Equipment does not interfere with the signals or equipment of service providers granted prior access by Landlord.
11. **Performance by Tenant:** Provided Tenant has paid Rent and performed its obligations under this agreement, Landlord agrees that Tenant shall have access to the Premises and Utilities 24 hours a day, seven days a week subject to Landlord's reasonable security requirements and enjoy the Premises and Utilities without interference.

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12. **Indemnity:** Landlord and Tenant indemnify and save harmless each other for loss or damage to person or property caused by their own negligence or those for whom they are responsible and neither party shall be responsible for consequential damages. Landlord shall be responsible for any pre-existing environmental contamination of the Building and indemnifies and holds harmless Tenant therefrom.
13. **Default and Termination:** Landlord may terminate this agreement if Tenant has failed to cure a breach for which it has received 30 days' notice from Landlord, unless the breach is incapable of remedy within such period and Tenant has diligently commenced to cure the default. Tenant may terminate this agreement upon 60 days' notice to Landlord if the Premises are or become unsuitable for Tenant's business. Any prepaid Rent shall be adjusted to the date of termination.
14. **Transfer:** Landlord may assign this agreement at any time and shall be relieved of all obligations to Tenant under this agreement, provided Landlord ensures that the assignee receives actual notice of this agreement. Tenant shall not assign this agreement or sublet or license all or part of the Premises (a "transfer") without the prior written approval of Landlord, acting reasonably. Notwithstanding the foregoing, Tenant 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. Tenant shall ensure that Landlord is informed of a transfer and except for a transfer to a purchaser, shall remain liable under this agreement.
15. **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 business days later if mailed and the next business day following the date of transmission by facsimile or personal delivery. At its own expense, Tenant may register a notice or caveat of this agreement on title to the Building in a form approved by Landlord and will remove such registration upon the expiration or earlier termination of this agreement.
16. **Restoration of Mainland Street Dock:** Tenant shall fully restore the Mainland dock area altered by the installation to its original state using the original cobblestones.
17. **Waterproofing:** Tenant shall guarantee that the area where the pipes penetrate the wall in the sub-grade garage is fully waterproofed.
18. **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:

Date:

Tenant: ~~GT Credit Telecom~~ Services Corp.Landlord: ~~Grinti Enterprises~~ Corp.

Per: _____

Per: _____

Name Robert Fabes

Name

Title Senior Vice President & General Counsel

Title:

I have the authority to bind the Corporation.

I have the authority to bind the Corporation.

Mailing Address for Notices:

Mailing Address for Notices:

20 Bay Street, Suite 700
 Toronto, Ontario
 M5J 2N8

Suite 504 - 1168 Hamilton Street
 Vancouver, British Columbia
 V6B 2S2

Attention: Director, Facilities

Attention:

Facsimile: (416) 838-2076 Tel: (416) 848-2834

Facsimile: