

SERVICE PROVIDER ACCESS AGREEMENT

IN CONSIDERATION of the rents paid by GT GROUP TELECOM SERVICES CORP. ("Tenant") to 516893 B.C. Ltd. ("Landlord") and the terms contained herein, the parties agree as follows:

1. **Address where Premises are located:** 650 South Terminal Avenue, Nanaimo, B.C. ("Building"). as legally described on Schedule "A".
2. **Premises:** described in Schedule "B".
3. **Term:** 10 years.
4. **Commencement Date:** 1 July, 2001 or the first of the month after the date installation commences whichever is sooner.
5. **Options to Extend:** 2 (two) x 5 (five) 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 plus GST per year payable annually in advance. Landlord's GST number is 88492 6569 RT 0001
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. Tenant may connect the Equipment by fibre optic and other cables between the lot line and the Premises and to all necessary utilities, trunk lines, customers' equipment and Landlord's electrical grounding system and, subject to Landlord's prior written approval, which will not be unreasonably withheld or delayed, will have access to required existing conduit, risers, closets and meter rooms. Tenant, in event of Landlord denying access for bono fide reasons, will install separate conduit, risers, closets and meter rooms, at Tenant's sole cost, as may be needed by Tenant.
8. **Relocation of Tenants Equipment:** Upon no less than 180 days' prior written notice, Tenant agrees to relocate its Equipment installed in the Premises to another storage location (designated by Landlord acting reasonably) at Landlord's expense within the Building provided that Landlord acknowledges that Tenant's obligation to provide services to its customers in the Building shall be paramount which may require the installation and operation of Equipment in the relocated premises prior to deactivation in the original Premises.
9. **Electricity:** Tenant will pay for its own electrical consumption annually in arrears. Tenant warrants that it's annual consumption will not exceed \$ 300.00 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.
10. **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 upon request with a certificate of insurance with coverage of not less than \$2,000,000 noting Landlord as additional insured.
11. **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.

May 15, 2001

 d.d.

12. **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, Equipment and Utilities 24 hours a day, seven days a week subject to Landlord's reasonable security requirements and enjoy the Premises, Equipment and Utilities without interference. Tenant will reimburse Landlord for any reasonable on site costs incurred by Landlord in providing access to the Building during non business hours.
13. **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.
14. **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 to the extent that the assignee assumes the Landlord's obligations under 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.
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.

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22. 18. **Early Termination:** See attached

Dated: Aug. 13, 2001

GT Group Telecom Services Corp.

Per: _____

Name: _____

Title: Director, National Facilities

I have the authority to bind the corporation

Mailing Address for Notices:

20 Bay Street, Suite 700

Toronto, Ontario M5J 2N8

Attention: Director, Facilities

Facsimile: _____

Dated: August 7, 2001

MACDONALD COMMERCIAL REAL ESTATE SERVICES LTD.

Landlord: 516893 B.C. Ltd. as Managing Agent for

Per: _____

Name: _____

Title: VICE PRESIDENT

I have the authority to bind the corporation

Mailing Address for Notices:

#301-1770 W. 7th Avenue

Vancouver B.C.

Attention: _____

SCHEDULE "A"

Legal Description

Pid: 003-393-895

*Lot 1, Section 1, Nanaimo District and of the bed of the public harbour of Nanaimo, Plan 21477, except part
in plan VIP61716*

 d.d.

May 15, 2001

SCHEDULE "C"**Additional Provisions****None** 

May 15, 2001

Forming part of Service Provider Access Agreement between GT GROUP TELECOM SERVICES CORP. ("Tenant") and 516893 B.C. Ltd. ("Landlord").

CLAUSE 18

EARLY TERMINATION

- (a) Notwithstanding anything herein to the contrary, if the Landlord intends to demolish or renovate all or substantially all of the Building, the Landlord may at any time during the Term of this Service Provider Access Agreement ("Agreement") and any renewals thereof, terminate this Agreement by giving the Tenant written notice (the "Termination Notice") of such termination and this Agreement shall terminate six (6) months after the date of delivery of the Termination Notice or such later date as may be specified in the Termination Notice.
- (b) Upon the termination of this Agreement pursuant to this Section, the Tenant shall remove its equipment in accordance with the Terms of this Agreement, all Rent payable hereunder shall be apportioned and paid to the date of termination arising out of the termination of this Agreement.
- (c) The Termination Notice shall be given in accordance with the Agreement.

Tenant
Landlord

[Handwritten signature]