

GT Group Telecom Services Corp.

a Subsidiary of GT Group Telecom Inc.

20 Bay Street

7th Floor

Toronto, Ont M5J 2N8

Telephone (416) 848-2000

Facsimile (416) 848-2830

Toll Free 1-877-943-9555

e-mail info@gt.ca

website www.gt.ca

group telecom

COMPLETELY CONNECTED™

November 30, 2000

The Standard Life Assurance Company
1210, 10405 Jasper Avenue
Edmonton, AB T5J 3N4

Attention: Property Management Department

Dear Sir/Madam:

RE: Building Access Agreement dated June 16, 1999 between The Standard Life Assurance Company and Videon CableSystems Alberta Inc. (the "Agreement") 10216-124 Street, Edmonton, Alberta

Effective April 26, 2000, ~~Videon FiberLink Ltd. and/or Videon CableSystems Alberta Inc. and/or Moffat Communications Limited~~ (collectively "Videon") completed the sale of the assets comprising the business formerly known as Videon FiberLink to GT Group Telecom Services Corp. ("GT").

Notice of the sale is hereby provided and we ask that you acknowledge the assignment of Videon's rights under the Agreement to GT. GT's execution of this letter evidences their agreement to comply with all of Videon's obligations under the Agreement, arising after April 26, 2000. Videon's execution of this letter evidences their acknowledgement of the assignment.

After you have executed this letter in the place provided, please fax a copy to Craig Hutchings of Group Telecom at (403) 770-5001. If you have any questions, please do not hesitate to call Jessica Scattoion at (416) 848-2434.

Yours truly,
GT GROUP TELECOM SERVICES CORP.

Senior Vice President & General Counsel

Acknowledged and agreed to by:
~~Videon FiberLink Ltd.~~ Videon CableSystems, Alberta Inc.

Authorized Representative: _____

Dated: December 1, 2000

Name: _____, Assistant Secretary and General Counsel

I have the authority to bind ~~Videon FiberLink Ltd.~~ Videon CableSystems Alberta Inc.

Acknowledged and agreed to by:
The Standard Life Assurance Company

Authorized Representative: _____

Dated: _____

Name: _____

I have the authority to bind **The Standard Life Assurance Company**

BUILDING ACCESS AGREEMENT

THIS AGREEMENT made as of the 16th day of June, 1999

B E T W E E N:

**THE STANDARD LIFE ASSURANCE
COMPANY**

(hereinafter referred to as the "Owner")

AND:



VIDEON CABLESYSTEMS ALBERTA INC.

(hereinafter referred to as the "Supplier")

NOW THEREFORE in consideration of the covenants herein contained the parties hereto agree as follows:

1. Right of Access

- (i) The Owner hereby grants to the Supplier the right to construct, install, operate, maintain, repair, replace, service, upgrade and modify (collectively, "Install and Maintain") fibre optic cables and related equipment for the provision of telecommunication services (collectively, the "System"), from time to time in the building and on the lands located at #10216-124 Street, Edmonton, Alberta and all units therein (collectively, the "Premises"). The Owner further grants to the Supplier the right to the use and possession of a part of the Premises (the "Supplier's Area"), the location, dimensions and/or area of which is to be mutually agreed between the Owner and the Supplier. The location of the Supplier's Area shall be more particularly described and set out in Schedule "A" which will be attached to this Agreement at a later date. Said Schedule "A" shall be initialled by the Owner and the Supplier for purposes of identification. The Supplier shall use the Supplier's Area to install and maintain telecommunication equipment used in connection with the operation of the System (the "Equipment").
- (ii) The Owner grants to the Supplier ongoing access to and permission to enter the Premises and grants such rights of access to the Premises as may be necessary for it to install and maintain the System. The Owner further grants to the Supplier the right on a non-exclusive basis to provide telecommunication services to tenants and occupants of the Premises from time to time. Installation of the System and the provision of telecommunication services at



INITIAL	
Landlord	Tenant
	

the Premises may include, but shall not be limited to, the use and access to the Premises' ground level, basement or other subterranean levels of the Premises, any adjoining lands to the Premises owned by the Owner, riser closets, chases, available conduits, pedways, above ceiling common areas and the roof, as may be approved for use by the Owner from time to time pursuant to the provisions of section 2(iii) of this Agreement.

- (iii) The Supplier agrees that the access granted to the Premises and to the Supplier's Area by the Owner hereunder shall be on a twenty-four (24) hours per day/seven (7) days per week basis but shall, at all time, be subject to and in accordance with the Owner's reasonable security requirements.
- (iv) The rights of access granted by the Owner to the Supplier hereunder are on a non-exclusive basis. The Supplier acknowledges and agrees that the Owner may, at any time, grant similar rights of access to other providers of services which are the same or similar to those offered by the Supplier.

2. Obligations of the Supplier

- (i) The Supplier agrees that it will Install and Maintain the System in accordance with then applicable federal, provincial or municipal laws, regulations, policies or guidelines. The Supplier shall, at all times and at its own expense, maintain the System in good order and condition. The System may be modified and reconfigured, at the sole cost and discretion of the Supplier, so as to more adequately service the Premises.
- (ii) The Supplier shall be solely responsible for all costs, expenses, fees and liabilities including, without limitation, all applicable taxes and levies, related in any way to the construction, installation, operation, maintenance, repair, replacement, servicing, upgrading, relocation and/or modification of or to the System.
- (iii) Prior to any installation, the Supplier shall submit a detailed plan specifying the location and method of entry and/or installation of the System at the Premises and the Supplier's Area for approval by the Owner, which approval shall not be unreasonably withheld or delayed. The Supplier shall install, construct and use the System and the Supplier's Area in a manner so as not to materially conflict with or interfere with the normal functioning of the Premises in any way.
- (iv) At all times during the Term and upon the termination of this Agreement, the Supplier shall maintain or leave the Premises and the Supplier's Area in a neat, clean and safe condition.

INITIAL	
Landlord	Tenant
	



- (v) The System and all equipment and material installed in or on the Premises and/or in or on the Supplier's Area by the Supplier, including wiring and fibre optic cable, are and shall at all times remain the property of the Supplier and be for the exclusive use of the Supplier and its customers. The Supplier may remove and/or replace at its option any such property at any time during the Term; however, the Supplier agrees to forthwith repair any damage caused by such removal at its expense. Any System or Equipment, including all conduits and fibre optic cable installed or used in the Premises by the Supplier shall, at the termination of this Agreement be removed by the Supplier, subject to the Supplier's obligation to repair any damage caused by such removal. Notwithstanding the foregoing, any System or Equipment, including all conduits and fibre optic cable installed or used on the Premises by the Supplier shall at the option of the Owner, upon abandonment by the Supplier, become the property of the Owner thirty (30) days after the termination of this Agreement.

3. Term of the Agreement

The term of this Agreement (the "Term") shall commence on the 1st day of July, 1999 (the "Commencement Date") and shall end five (5) years thereafter on June 30, 2004, subject to *earlier termination* as hereinafter provided.

4. Electrical Service

The Supplier shall have the right to use the Premises' electrical service in respect of the System. The cost of wiring associated with connecting the System to the Owner's electrical service shall be borne solely by the Supplier. The cost of any electrical service delivered by the Owner to the Supplier shall be based on the prevailing market electrical utility rates in existence at the time payment for such services is due and shall be due and payable by the Supplier on the Commencement Date and thereafter annually on the anniversary date of the Commencement Date. The Owner, acting reasonably, shall estimate the amount of electrical service required by the Supplier at the beginning of each year of the Term and shall notify the Supplier of the amount payable for the ensuing year. At the end of the each year of the Term, the Owner shall determine the amount of electrical service consumed by the Supplier during the past year and shall determine the amount payable by the Supplier for such year and shall also estimate the amount payable during the next year and shall notify the Supplier of both such amounts. If the amount payable for the past year based on consumption is less than the amount paid by the Supplier, the Supplier shall immediately pay the difference to the Owner. If the amount payable for the past year based on consumption is more than the amount paid by the Supplier, the Owner shall deduct the excess from the amount payable by the Supplier for the ensuing next year.

INITIAL	
Landlord	Tenant
	

-4-

5. Access Fee

- (i) The Supplier shall pay to the Owner an Access Fee at the rate of \$2,500.00 per year plus any applicable provincial and federal taxes (the "Access Fee"). The Access Fee shall be paid in advance and prior to the initial installation and thereafter paid annually in the amount of \$2,500.00 per year on each anniversary date of the Commencement Date during the Term.



6. Termination of Agreement

- (i) (a) If the Supplier is in default of any term or condition of this Agreement, the Owner may terminate this Agreement by giving the Supplier ten (10) days written notice of such default. Notwithstanding the foregoing, if the Supplier remedies such default to the satisfaction of the Owner during such ten (10) day period or commences to remedy such default during such period and diligently works to completely remedy such default, then this Agreement shall not terminate.

(b) This Agreement may also be terminated forthwith by the Owner in the event that the Supplier makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any legislation now or hereafter in force for bankrupt or insolvent debtors or if an order is made for the winding-up of the Supplier or if an order is made for a receiver or a receiver and manager of the Supplier's assets.

(c) *This Agreement may also be terminated forthwith by the Owner in the event that the Supplier has not fully completed the installation of the System and commenced operation at the Premises within six (6) months of the Commencement Date.*

- (ii) If the Owner is in default of any term or condition of this Agreement, the Supplier may terminate this Agreement by giving the Owner ten (10) days written notice of such default. In addition, if the Supplier determines, at any time during the Term, that the terms and conditions of this Agreement or the technologies of the Supplier are not economically viable, the Supplier may terminate this Agreement by giving ninety (90) days written notice to the Owner. Notwithstanding such notice or the expiration of the said period of ninety (90) days, all obligations of the Supplier hereunder shall remain in full force and effect until the Supplier has removed all of the Equipment from the Premises and restored the Premises in accordance with section 2(v) hereof

INITIAL	
Landlord	Tenant
	

7. Indemnity

The Supplier shall indemnify, defend and hold harmless the ~~Owner~~^{DL}, its directors, officers, employees, agents, contractors ~~and tenants~~ from and against any costs, claims, actions, suits, proceedings, damages, expenses and liabilities (including reasonable legal fees and expenses) caused, directly or indirectly, by the installation, maintenance and/or operation of the System, a breach of the Agreement by the Supplier or a negligent or willful act or omission by the Supplier, its directors, officers, employees, agents or contractors. Any damage to the Premises for which the Supplier must indemnify the Owner hereunder shall be promptly repaired to the reasonable satisfaction of the Owner and the Owner may, in its sole discretion, undertake such repairs but at the sole cost of the Supplier. The Supplier shall pay for such repairs forthwith upon demand by the Owner.

8. Insurance



The Supplier shall, at all times, throughout the Term and any renewal thereof, maintain in force Commercial General Liability Insurance in an amount of not less than five million dollars (\$5,000,000) per occurrence for bodily injury, death and property damage. Such policy shall include the Owner as an additional insured. All such insurance shall be without deduction for depreciation and shall be placed with an insurance company acceptable to the Owner, acting reasonably. The insurance policy shall contain a waiver of any right of subrogation or recourse by the Supplier's insurer against the Owner or the Owner's directors, officers, employees, agents and contractors. The Supplier shall obtain an undertaking in favour of the Owner from its insurer that the insurance policy shall not be cancelled or allowed to lapse or be materially changed, as against the Owner, until at least thirty (30) days prior written notice has been given by the insurer to the Owner to that effect.

9. Assignment

The Supplier may not convey, transfer or assign this Agreement or any interest therein without the prior written consent of the Owner, such consent not to be unreasonably withheld or delayed.

10. Notice

Any notice required by this Agreement shall be sent by personal delivery, or registered mail, postage prepaid, or by telecopier addressed to the parties at the following addresses:

INITIAL	
Landlord	Tenant
	

-6-


To the Owner: The Standard Life Assurance Company
#1210, 10405 Jasper Avenue
Edmonton, Alberta T5J 3N4

Attention: Property Management Department

FAX 780-944-1702

To the Supplier: **Videon CableSystems Alberta Inc.**
10450-178 Street
Edmonton, Alberta T5S 1S2



Attention: Mr. Walt Emsley

Fax 780-426-6506 

Any notice given in accordance with this section 10 shall be conclusively deemed to have been given: in the case of personal delivery, upon personal delivery to an officer of the Owner or Supplier as the case may be, in the case of delivery by mail, on the third (3rd) business day following the day on which such notice was mailed and in the case of delivery by telecopier, on the day received in the receiving party's telecommunication device, unless such day is not a business day in which case receipt shall be deemed to be on the next business day. Either party may, by notice to the other, designate another address in Canada to which notices sent more than ten (10) days thereafter may be addressed.

11. Miscellaneous

- (i) This Agreement enures to the benefit of, and is binding upon the Owner and the Supplier and their respective successors and permitted assigns.
- (ii) This Agreement shall be governed by and construed in accordance with the laws of the province where the Premises are located and, to the extent that they are applicable, the laws of Canada.
- (iii) This Agreement represents the full understanding of the parties with respect to the subject matter hereof. Any modifications to it must be in writing and signed by each of the parties hereto.
- (iv) The parties hereto have expressly required this Agreement to be drafted in the English language. Les parties aux présentes ont expressement convenus que la présente convention soit rédigée en anglais.


INITIAL	
Landlord	Tenant
	

-7-

(v) Time is of the essence throughout the Term of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date and year first above written.

**THE STANDARD LIFE ASSURANCE
COMPANY**

Per: 
Name

Title: Manager, Edmonton Property Mgmt.

TYPED
CHECKED

APPROVED

VIDEON CABLESYSTEMS ALBERTA INC.

Per: _____

Title: TELECOM MANAGER

INITIAL	
Landlord	Tenant
