

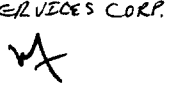
~~BL# 33~~

BL# 01002.033

BUILDING ACCESS AGREEMENT

THIS AGREEMENT made as of the 20th day of ~~October~~^{NOVEMBER}, 2000

BETWEEN: THE STANDARD LIFE INSURANCE COMPANY
(hereinafter referred to as the "Owner")

AND: GT GROUP TELECOM ~~NETWORKS INC.~~ SERVICES CORP. 
(herinafter 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 "SEE ATTACHED SCHEDULE 1 and all units therein (collectively, the "Premises"). The Owner further grants to the Supplier the exclusive right to the use and possession of a part of the Premises (the "Supplier's Area"), the location, dimensions and /or area of which are more particularly described and set out in Schedule "A" attached to this Agreement. Said Schedule "A" shall be initialed by the Owner and the Supplier for purposes of identification. The Supplier shall use the Supplier's Area to install and maintain telecommunications 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 a 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.
- (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 shall commence on the 1st day of November, 2000. (the "Commencement Date") and shall end five (5) years thereafter (the "Term"), subject to renewal 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 the connecting the System to the Owner's 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 consumed by the Supplier during the past year and shall determine 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.

5. Access Fee

- (i) The Supplier shall pay to the Owner an Access Fee at the rate of \$ 2,025.00 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 \$2,025.00 per year on each Anniversary date of the Commencement Date during the Term.

6. Termination Agreement

- (i) 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, then this Agreement shall not terminate. The 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.**
- (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 the Equipment from the Premises and restored the Premises in accordance with section 2(v) hereof.**

7. Indemnity

The Supplier shall indemnify, defend and hold harmless the Owner, 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 canceled 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. *Notwithstanding the foregoing, the Supplier may assign or transfer this Agreement without owner consent to a corporate affiliate, its senior leaders or their collateral agents or a purchaser of a material portion of its business.*

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:

ITS SENIOR LEADERS

To the Owner:

The Standard Life Assurance Company
1245 Sherbrooke Street West
Montreal, Quebec
H3G 1G3
Attention: Property Management Department
Telecopier: (514) 841-5592

INITIALS



To the Supplier:

GT Group Telecom Inc. Services Corp.
840 Howe Street 20 BAY ST.
Third Floor 7th Floor
P.O. Box 40
Vancouver, British Columbia Toronto, ON.
V6Z 2L2 MSJ 2N8
Telecopier: (604) 688-3011 (416) 548-2834

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 deliver by mail, on the third (3) 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. Option to Renew

If the Supplier regularly pays the Access Fee and charges for electrical service and regularly and fully performs its covenants and obligations hereunder, the Supplier shall have the right to renew this building access agreement for a further term of five (5) years provided the Supplier gives to the Owner twelve (12) months written notice prior to the expiration of the Term of its exercise of this option to renew. The building access agreement for the renewal term shall be on the same terms and conditions as contained herein, save as to the Access Fee which shall be determined in accordance with prevailing rates in effect at the time of renewal.

12. 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 presentes ont expressement convenus que la presente convention soit redigee en anglais.
- (v) Time is of the essence throughout the Term of this Agreement and any renewals thereof.

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: _____

Title: *ASSET MANAGEMENT* *REGIONAL ASSET MANAGER.*

GT GROUP TELECOM ~~INC.~~ SERVICES CORP. *PK*

Per: _____

Name: _____

Title: *SVP. & G.C.*

Schedule 1

STANDARD LIFE/GT GROUP TELECOM ~~NETWORKS INC.~~ SERVICES CORP.

PURSUANT TO BUILDING ACCESS AGREEMENTS

SITE ADDRESS

1175 DOUGLAS STREET, VICTORIA, B.C.

TERM OF THE AGREEMENT

FIVE YEARS

ACCESS FEES

\$2,025.00 PER YEAR

OPTION TO RENEW

ONE TERM OF FIVE YEARS.