

SERVICE PROVIDER ACCESS AGREEMENT

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

1. **Address where Premises are located:** 3600 Gilmore Way, Burnaby, B.C. ("Building"). as legally described on Schedule "A".
2. **Premises:** described in Schedule "B".
3. **Term: (Ten) 10 years.**
4. **Commencement Date:** January 01,2001, 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:** Rent for the first three (3) years of the Term shall be **One Thousand, One Hundred, (\$1,100.00) Dollars**, plus GST per year payable annually in advance. Rent for the balance of the Term shall be determined ninety (90) days prior to the expiration of the third and sixth year of the Term respectively, in accordance with section 5 of this agreement. Landlord's number 104301973RT. 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, roof top and meter rooms.
8. **Electricity:** Tenant will pay for its own electrical consumption annually in arrears. Tenant warrants that it's 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, authorisations and information reasonably required by the Tenant;
 - (c) conduct all tests required to satisfy itself that the Premises are suitable for its intended purpose.
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.

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. **Termination:** 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. **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. Schedule "C" forms part of this agreement.

Date: 7 December 2000

Tenant: GT Group Telecom Services Corp.

Per: _____

Name: _____

Title: Vice President 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: _____

Date: NOV 29 2000

Landlord: Omnimar Enterprises Inc.

Per: _____

Name: _____

Title: PRESIDENT

I have the authority to bind the Corporation.

Mailing Address for Notices:

3600 GILMORE WAY
BURNABY BC
V5G 4R8

Attention: _____

Facsimile: _____ Tel: _____

SCHEDULE "A"

Legal Description

Pid: 012-986-771

Plan # 80047 , Pcl. 1 , Grp. 1 , District Lot 71 , Land District 37, N.W.D.

SCHEDULE "B"

Description of Premises

SEE ATTACHED DRAWING

SCHEDULE "C"

Additional Provisions

- 1) The Tenant accepts the premises "as is" and at its own expense will relocate any goods of the existing tenant remaining in the premises on the Commencement Date to another location within the Building and shall not have any further obligation with respect to the relocated goods.
- 2) In order to relocate and or establish the sprinkler system in the Premises, Tenant will use a contractor (who will do the work according to all required codes and at competitive rates.) designated by Landlord.
- 3) If the operation of the Tenant's Equipment is causing the electronic equipment of Landlord or other tenants of the Building to function improperly, then Landlord shall immediately notify the Tenant, and, Tenant shall immediately act to rectify the situation.
- 4) In the event Tenant services other buildings not owned by Landlord from the Premises as described in Schedule 'A', Tenant shall pay to Landlord an additional fee of Two Hundred and Fifty Dollars (\$250.00) plus GST per annum per additional building served per year prorated for the period service is provided in a lease year.
- 5) Tenant acknowledges and agrees that it is solely responsible for insuring its Equipment. It further agrees to carry and maintain during the Term and any extension thereto, in the amount of Five Million (\$5,000,000.00) Dollars, comprehensive general liability insurance against claims for death, personal injury and property damage in or about the Premises. Tenant's insurance shall add Landlord as an additional insured.
- 6) Indemnity
 - (a) Save for the negligence of Landlord or those for whom it in law responsible, Tenant will indemnify the Landlord against:
 - (i) all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work or any wilful or negligent act or omission of Tenant, its employees, contractors or agents, and all costs, expenses and liabilities incurred by Landlord in connection with or arising out of all such claims, including reasonable legal fees; and
 - (ii) any loss, cost, expense or damage suffered by the Landlord arising from any material breach by Tenant of any of its covenants and obligations under this agreement.
 - (b) Under no circumstances will either party hereto be liable to the other or any third party or indemnify the other party or any third party for any indirect, special, consequential, incidental, economic or punitive damages, including, without limitation, loss of income or loss of profits.
- 7) The Landlord may sell, convey, assign, pledge or otherwise deal with the Building(s) and/or the Lands, subject only to the rights of the Tenant under this agreement without Tenant's consent.
- 8) Default By Tenant
 - (a) Landlord and Tenant agree that in the event that Tenant fails to perform its obligations as set out in this agreement, Landlord shall notify the Tenant of the default in writing.
 - (b) Tenant will have thirty (30) calendar days from receipt of the notice provided in section 8(a), to remedy the default unless such non-monetary default not reasonably capable of remedy within such period provided that Tenant has diligently commenced remedying the breach. If Tenant fails to remedy the default, the Landlord may immediately terminate this agreement and notify Tenant of the termination.
 - (c) Upon receipt of the notice of termination provided in section 8(b), Tenant will remove all of its Equipment from the Premises, repairing any damage caused by the Tenant, to the reasonable Satisfaction of the Landlord within a reasonable time frame.

9) Trade Fixtures

- (a) Landlord and Tenant agree that the Tenant's Equipment is for the exclusive use of Tenant and Tenant's customers and will remain the property of the Tenant.**
- (b) Notwithstanding the foregoing, all installations in the Building(s), including conduit and cabling (but excluding the trade fixtures), will become the property of the Landlord at the end of the Term or extension term as the case may be.**
- (c) Tenants Equipment may be removed by Tenant at the end of the term, at Tenant's sole cost, repairing any damage caused by Tenant to the reasonable satisfaction of Landlord within a reasonable time frame.**