

SERVICE PROVIDER ACCESS AGREEMENT

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

1. **Address where Premises are located:** 4464 Markham St., Sannich, B.C. V8Z 5N3 ("Building"). as legally described on Schedule "A".
2. **Premises:** described in Schedule "B1 and B2" (153 square feet).
3. **Term:** 10 years.
4. **Commencement Date:** 1 September, 2001.
5. **Rent and Options to Extend:** Commencing on 1 September, 2003, and for the balance of the Term, the Tenant shall pay annual market rent based on rents being charged for similar premises, uses and buildings in the vicinity of the Building as agreed by the parties sixty (60) days before that date, or failing agreement determined by arbitration in accordance with such legislation in the province in which the Premises are located. Tenant shall have the option to extend the term for two (2) additional terms of five (5) years each at annual market rent equal to rents being charged for similar premises, uses and buildings in the vicinity of the Building at the time of extension as agreed by the parties, failing which annual market rent shall 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. In no event shall the Rent payable during the Term exceed \$18.00 per square foot of rentable Premises area. Rent plus GST per year is payable annually in advance. Landlord's GST number is 101364738 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 of its use of the Premises.
6. **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 in the Building and with the prior written consent of Landlord, not to be unreasonably withheld, to customers in Landlord's existing adjacent buildings at 4470 Markham St. and 4476 Markham St. and to any additional buildings to be constructed in the future on the Vancouver Island Technology Park (VITP) property as legally described in Schedule "A". 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 will have access to required conduit, risers, closets and meter rooms. Landlord will not be held responsible for any damage or loss due to any power outage nor for any quality of transmission. On or before the commencement date, Tenant shall pay a one-time flat charge of \$11,100.00 in full and final payment of Tenant's proportionate share of costs incurred by Landlord in installing a raceway to accommodate service providers in the Building.
7. **Relocation of Tenants Equipment:** Upon no less than 180 days' prior written notice, Tenant agrees to relocate its Equipment installed in the Premises and in the second floor riser room 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 and vicinity shall be paramount which may require the installation and operation of Equipment in the relocated premises prior to deactivation in the original Premises.
8. **Electricity:**
 - (a) Landlord shall provide a system of electrical power to service basic mechanical building loads for equipment provided by Landlord. Any additional power requirements may be provided at Tenant's cost.
 - (b) Tenant shall take and use electricity so as not to cause any undue or abnormal fluctuations of the line voltage or introduce any disturbing elements into the system at the Point of Common Coupling (PCC). The PCC is defined as the 600V multi-meter centre. Without limiting the foregoing, Tenant shall:
 - * Limit the unbalanced phase current to 10%.
 - * Maintain an average lagging power factor of not less than 90%;
 - * Ensure that the total harmonic distortion of the voltage waveform does not exceed 5% at the PCC.Landlord, acting reasonably, may require Tenant to provide, at Tenant's expense, equipment to be installed which will reasonably limit such disturbances.
 - (c) Tenant will pay Landlord for Tenant's electrical consumption annually in arrears. Tenant warrants that its 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.



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 upon request 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) Any damage to the Premises or the Building, or any part thereof, caused by Tenant or any of its employees, contractors or workmen, shall be repaired forthwith by and at the expense of Tenant. In the event that such repairs are not carried out within 15 days of receiving written notice from Landlord advising of the damage, Landlord shall have the right to make such repairs and charge Tenant accordingly.
- (b) All work by Tenant within the Premises shall be approved by the Landlord, acting reasonably, in advance. Materials and workmanship shall be of a uniformly high quality and used and/or performed in accordance with the best standards of practice and shall not be in contravention of any governing codes or regulations.
- (c) Tenant shall use only the access routes designated by Landlord. All bulky or large objects shall be delivered only via such routes as are designated by Landlord from time to time. All materials of Tenant shall be stored within the Premises.
- (d) If any installations, alterations, additions or improvements to the Premises proposed to be installed by or on behalf of Tenant affect the structure of the Premises or any part of the Building or any of the base building systems, including without limitation, the roofing, electrical and mechanical systems, Landlord, acting reasonably, may require that Tenant or its contractors engage, at Tenant's expense, the base building contractor or sub-contractor responsible for such work as specified by Landlord.
- (e) Tenant shall ensure that no liens are registered against the Building as a result of its work and will indemnify Landlord in connection therewith.
- (f) Tenant shall maintain the Premises in a reasonably clean and orderly manner and shall be responsible for removing on a daily basis from the site, the Building, or any part thereof, all excess material, trash and cartons resulting from Tenant's work, failing which Landlord may do so upon giving reasonable notice to Tenant and Tenant shall pay to Landlord upon receipt of an invoice on account thereof the cost of removal and cleaning plus 15%. Tenant shall not permit any adjoining tenancies or common areas to be encumbered in any manner.
- (g) Tenant will comply and will ensure that its subcontractors comply with all health and safety and environmental legislation and indemnifies Landlord for a breach thereof.
- (h) Tenant will ensure that its Equipment does not interfere with the signals or equipment of service providers or other of Landlord's tenants granted prior access by Landlord.
- (i) Tenant is responsible to identify and install, at its own cost, any security it considers needed to protect Equipment.
- (j) In the event Landlord, in its sole discretion, constructs a raceway to enable the provision of communications services from the Building to 4470 Markham St. and/or 4476 Markham St. and any future additional buildings on the VITP property. Tenant will be given the option, but not the obligation, to install its equipment in such raceway to extend its telecommunication signals to and from customers in such surrounding buildings. Tenant will pay its share of the cost of raceway construction, which is to be agreed upon in advance by Landlord and Tenant, apportioned equally between participating service providers at the time of such construction.
- (j) Any Tenant improvement(s) required by Tenant is the responsibility of Tenant.

11. Performance by Tenant: Provided Tenant has paid Rent and performed its obligations under this agreement, Landlord agrees that Tenant shall have access to all Building common areas required to access 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.**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. Except for Landlord acts of negligence, Landlord assumes no responsibility or liability for the quality of Tenant's service, including any interference that may be generated, in the Building to Tenant's customers or for any obligations or undertakings entered into between Tenant and Tenant's customers.

 
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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 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. 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.

Dated: Sept 27, 2001

GT Group Telecom Services Corp.

Per: _____

Name: _____

Title: Vice President and General Manager,
Western Region

I have the authority to bind the corporation

Mailing Address for Notices:

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

Attention: _____

Facsimile: _____

Dated: SEPT. 27th 2001Landlord: British Columbia Buildings CorporationTitle: GENERAL MANAGER

I have the authority to bind the corporation

Mailing Address for Notices:

4464 MARKHAM STREET
VICTORIA, B.C. V8Z 5N3

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SCHEDULE "A"

Legal Description

Pid:024-387-258

Lot 3, Section 96, Lake District, Plan VIP68477

Handwritten signature

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SCHEDULE "C"**Additional Provisions**

1. Tenant acknowledges that the existing building located at 4476 Markham St. may be demolished or replaced during the Term or any extension thereto. Upon no less than 180 days prior written notice from Landlord, Tenant shall at its cost, remove any Equipment in such building to accommodate Landlord's re-development plans. In the event Landlord erects another building at such location, With prior written consent of Landlord, not to be unreasonably withheld, Tenant shall have the right but not the obligation to install similar Equipment in order to serve potential customers in the new building.

