

DIRECT BUILD.
BLA # 114

To: Group Telecom Services Corp.
P.O. Box 10082, Pacific Centre
1100 - 700 West Georgia Street
Vancouver, B.C. V7Y 1B6

Attention: Luciano Del Rio, Site Acquisition

cc: Cheuk Chan, BC Hydro

Dear Sir:

Re: Services Provider Access Privileges to 570 Granville Street, Vancouver, B.C.

In accordance with the arrangement between BC Hydro and Group Telecom Services Corp. and Pursuant to a Contract dated April 07, 2000 (copy attached) between Group Telecom Services Corp. and BuildDIRECT.com whereby Group Telecom Services Corp. will provide telecommunications services to BuildDIRECT.com on the penthouse floor of 570 Granville Street, we the undersigned agree to allow Group Telecom Services Corp. the following privileges:

- Access for Group Telecom Services Corp. supplied fiber cable through the BC Hydro vault to the building riser system.
- Installation of a splice box measuring approximately 20" x 20" x 4" deep, wall mounted on a mutually agreeable location.
- Non exclusives use of a suitable riser conduit from within the building riser system to the BuildDIRECT.com suite on the penthouse floor of 570 Granville Street, or alternately use of riser chase.
- Access for Group Telecom Services Corp. maintenance personnel to the building telephone room and to the risers, during normal business hours. After hours emergency access is not guaranteed and is restricted to the telephone room only. In either case, access is subject to the Landlord's standard building security measures.

Such privileges shall be in effect for a period of time concurrent with the lease and/or renewal of BuildDIRECT.com. However, during such period and in the case of the breach or non-performance of any of the stipulations herein contained on the part of Group Telecom Services Corp., where at least thirty (30) days' notice specifying the nature of such breach has been given by Harwood Corporation to Group Telecom Services Corp. and Group Telecom Services Corp. has failed to cure such breach, then it shall be lawful for Harwood Corporation, at any time thereafter to terminate this access privilege. Notwithstanding the foregoing, Group Telecom Services Corp. shall not be in default if, by reason of the nature of the breach, it cannot be cured within thirty (30) days, so long as Group Telecom Services Corp. shall have commenced to cure such breach and shall be diligently and continuously pursuing the same with all reasonable effort. Notwithstanding the foregoing, the Harwood Corporation may, for any reason, terminate this agreement upon giving Group Telecom Services Corp. six (6) months notice.



The Fee associated with this access privilege, payable to Harwood Corporation, shall be Canadian One Thousand Dollars (\$1,000.00) per year plus GST, payable in advance commencing May 01, 2000. The Fee shall remain in effect until the optical fibres cable will be disconnected from the demarcation point within the building, at which point Group Telecom Services Corp. will remove all the associated equipment and will restore the Site to its original state.

Group Telecom Services Corp. shall not market its product or services to other tenants in the building.

Before the start of work, Group Telecom Services Corp. shall submit drawings for approval by the Landlord or its representative, which approval will not be unreasonably denied or delayed.

Harwood Corporation - Authorized Signatory

[Signature]
Director

Title

MAY 10 2000

' Date