

SERVICE PROVIDER ACCESS AGREEMENT

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

1. **Address where Premises are located:** 601 WEST BROADWAY, VANCOUVER, B.C. ("Building"). as legally described on Schedule "A".
2. **Premises:** exclusive use of the area described in Schedule "B" (the "Premises") together with the non-exclusive use of the common areas of the Building and access thereto for the purposes set out in Section 7 below as indicated on Schedule "B" (the "Licensed Areas").
3. **Term:** Ten (10) years.
4. **Commencement Date:** April 1, 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:** \$1,000.00 plus GST per year payable annually in advance. Landlord's GST number is 100655885RT0001. 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, Licensed Areas 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 and meter rooms subject to Landlord's approval as provided in Section 9(a). Nothing in this agreement shall be deemed or construed as providing Tenant with an exclusive right to provide telecommunications services in the Building.
8. **Electricity:** Tenant will pay for its own electrical consumption annually in arrears. Tenant warrants that its annual consumption will not exceed Three Hundred Dollars (\$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 and throughout the Term, Tenant shall:**
 - (a) submit detailed plans of the location and installation of its Equipment together with detailed plans of its proposed use of Licensed Areas to Landlord for approval, whereupon Landlord will provide Tenant with such approval within three (3) business days of receipt thereof or such other period of time as reasonably negotiated between the parties, such approval not to be unreasonably withheld or delayed;
 - (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 with a certificate of insurance containing a waiver of subrogation with coverage of not less than \$5,000,000 naming Landlord as additional insured.
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
12. 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 subject to Landlord's right to inspect and maintain the Building at all times provided that such entry shall not unduly interfere with Tenant's obligation to provide service to its customers in the Building. Tenant agrees that the operation of the Building's systems including electrical power may be interrupted from time to time in cases of accident and emergencies and in order to carry out maintenance, repairs, alterations, replacements and upgrading by Landlord, Landlord may need to interrupt Tenant's access to such systems during such periods. Landlord agrees to provide Tenant with thirty (30) days' written notice of any scheduled electrical power interruption.
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. **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, 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. **Damage and Destruction of Building:** In the event the Building is at any time rendered partly or wholly unusable due to fire or other casualty, Landlord may (i) terminate this agreement forthwith upon written notice to Tenant; or (ii) suspend the operation of the agreement until such time as the Premises and Licensed Areas are rendered usable in which event the rent shall abate during such period of suspension provided that if the suspension should exceed a period of ninety (90) days from the date of the fire or casualty, Tenant may terminate this agreement forthwith upon written notice to Landlord.
17. **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 subject to Section 14, their respective successors and assigns.

Date: 4 October 2000Tenant: ~~GT Groun 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: (416) 848-2834 Tel: (416) 848-2076

Date: 12 Sept 2000

Landlord: Broadway Plaza Properties Ltd.

Title: _____

I have the authority to bind the Corporation.

Mailing Address for Notices:

Attention: _____

Facsimile: _____ Tel: _____

SCHEDULE "A"**Legal Description***Pid: 007-507-755**Pid: 015-182-819**Plan # 590 & 16338, Lot 15&A, Block 339, District Lot 526, Land District 36*

SCHEDULE "B"

Description of Premises

SEE ATTACHED DRAWING