

**SERVICE PROVIDER ACCESS AGREEMENT**  
**833 - 4<sup>th</sup> AVENUE S.W., Calgary, Alberta**

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

1. **Address where Premises are located:** ("Building"). as legally described on Schedule "A".
2. **Premises:** described in Schedule "B".
3. **Term:** three (3) years.
4. **Commencement Date:** May 1, 2000 or the first of the month after the date installation commences whichever is sooner.
5. **Options to Extend:** The Tenant shall have one (1) option to extend for two (2) years at then market rent, for similar premises, uses and buildings in the vicinity of the Building at the time of extension as agreed by the parties, not to be less than Rent paid in the immediately preceding year on the Landlord's then standard telecommunications service provider access agreement or agreements, subject to reasonable negotiation. In the event the parties cannot come to an agreement, 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.
6. **Rent:** \$3,500 plus GST per year payable annually in advance. Landlord's GST number is 12480 3925 RT0001. 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. The Rent shall be subject to change as outlined in Schedule "C".
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 and meter rooms except as provided for under Schedule "C".
8. **Electricity:** Tenant will pay for its own electrical consumption annually in arrears. Tenant warrants that it's annual consumption will not exceed \$ (TBD) 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 with a certificate of insurance with coverage of not less than \$3,000,000 noting 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 or sooner as outlines in Schedule "C".
  - (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 sub trades 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.
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. **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.

Date: 3 May 2000Tenant: GT Group Telecom Services Corp.

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Vice President, 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: May 18 / 2000Landlord: Aspen Properties Ltd.

Title: Senior Vice President  
Property Management and Development

I have the authority to bind the Corporation.

Mailing Address for Notices:

833 - 4<sup>th</sup> Avenue S.W.  
Suite #1150  
Calgary, Alberta T2P 3T5

Attention: Kenneth G. Dixon

**SCHEDULE "A"****Legal Description**

Plan "A" 1 Calgary  
Block Nineteen (19)  
Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8)  
And the westerly three feet throughout Lot Nine (9)  
Excepting thereout Plan Road 8311325

Municipally Known as:

Canadian Centre  
833 Fourth Avenue S.W.  
Calgary, Alberta

**SCHEDULE "B"****Description of Premises***Currently being compiled*

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**SCHEDULE "C"****Additional Provisions****CENTRAL DISTRIBUTION SYSTEM AND MANAGED RISERS**

The Tenant acknowledges that the Landlord, or its agents, may, install and / or manage a shared central telecommunications cable and fibre distribution system ("CDS") to be used by one or more telecommunications / data services providers for the purpose of distributing telecommunications / data services throughout the Building. The Landlord may undertake this CDS on its own or may engage a third party company. The commencement date for installation of the CDS is not presently known, however, if or when this CDS is available and is capable of providing similar services (with the Tenant connecting in an appropriate and timely fashion) to those that the Tenant is providing under this Agreement, then the Landlord shall provide written notice to the Tenant and both the Tenant and the Landlord agree to act in good faith to negotiate a transfer of services, under reasonable terms and condition, to the CDS. The Tenant will within 60 days of the notice, remove any cabling / fibre from the Building that would be in direct competition with the CDS. The parties understand that such terms and conditions shall include, among other things: (a) that the Landlord shall charge all competitive service providers (including Tenant) a fee for each CDS cable-pair used ("CDS Fee"), (b) that such CDS Fees shall be non-discriminatory among competitive service providers for the use of cable pair within the CDS, ordered for similar terms and in similar quantities and (c) that the CDS Fee shall be in addition to the rent paid in Clause 6 herein and shall consider the value of the contract the Tenant has with a third party as part of the formula for calculating the value of the fibre / cable. In the event that the parties are unable to reasonably agree to such a transfer of services to the CDS within 30 days of such notice by the Landlord, at the request of either party, the parties agree that the terms and condition of such a transfer shall be determined by a sole arbitrator who is reasonably acceptable to both parties or is appointed by the arbitration legislation in effect in the Province where the Building is located, in any event, such person shall be experienced in such matters.