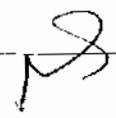


**SERVICE PROVIDER ACCESS AGREEMENT**

IN CONSIDERATION of the rents paid by **GT GROUP TELECOM SERVICES CORP.** ("Tenant") to **Al Stober Construction Ltd., Inc. No. C170493** ("Landlord") and the terms contained herein, the parties agree as follows:

1. **Address where Premises are located:** 1620-1632 Dickson Ave., 1860 Dayton St., 1708-1726 Dolphin Ave., Kelowna, B.C. V1Y 9S4 (the "Buildings"), as legally described on Schedule "A".
2. **Premises:** described in Schedule "B".
3. **Term:** 10 years.
4. **Commencement Date:** 1 August, 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 provided that in no event shall rent for an extension term be less than rent paid in the immediately preceding year. To exercise an option to extend, Tenant shall provide 60 days' notice to Landlord prior to end of the relevant Term.
6. **Rent:** \$ 2,000.00 per year from Commencement Date to 31 July, 2006; <sup>2011</sup> August, 2006 to 31 July, to be negotiated based on market rates for similar telecommunications license agreements. Landlord's GST number is 100169622. 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. Tenant may connect the Equipment by fibre optic and other cables between the lot line and the Premises and between the Buildings 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. The cabling installation and access will be performed by Landlord's designated contractor, at the expense of Tenant and in accordance with Schedule "C". Tenant will use Landlord's designated mechanical and electrical contractors for work required in their space.
8. **Electricity:** Tenant will pay for its own 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 comprehensive general liability insurance 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.

  
May 15, 2001

- 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, 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, suit, claim, action, for 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 any governmental authority to operate the Equipment is withdrawn or if interference with the Equipment makes the Premises unsuitable for Tenant's business. Any prepaid Rent shall be forfeited to Landlord
- 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: August 29/01  
 GT Group Telecom Services Corp.

Dated: Aug. 2, 2001  
 Landlord: Al Stober Construction Ltd.

Per: \_\_\_\_\_  
 Name:  
 Title:

I have the authority to bind the corporation Western Region

I have the authority to bind the corporation

Mailing Address for Notices:  
 20 Bay Street, Suite 700  
 Toronto, Ontario M5J 2N8

Mailing Address for Notices:  
#900 1708 Dolphin Ave  
Kelowna BC V1Y 9S4

Attention:  
 Facsimile:

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

- 1 Landmark Campus – Phase I, Building  
PID: 024-981-451  
Legal: Lot A, District Lot 129, Osoyoos Division Yale District, Plan KAP68674
1. Landmark Campus – proposed Phase II, Building  
PID: 024-981-451  
Legal: Lot A, District Lot 129, Osoyoos Division Yale District, Plan KAP68674
2. Landmark I and Landmark II Buildings  
PID: 006-155-421  
Legal: Lot D, District Lot 129, Osoyoos Division Yale District, Plan 24032
3. Landmark III – proposed Building  
PID: 004-188-829  
Legal: Lot 2, District Lot 129, Osoyoos Division Yale District, Plan 29772



**SCHEDULE "B"****Description of Premises**

**Communications equipment to be installed in an 8 ft. x 10 ft. space in the Main Communication Room of the Phase 1, Landmark Campus Building located on land legally described as Lot A, District Lot 129, Osoyoos Division Yale District, Plan KA68674. An engineering drawing of the installation will be provided to Landlord for approval in advance of Tenant commencing work.**



**SCHEDULE "C"****Additional Provisions**

1. All costs to be borne by Tenant with respect to use of Landlord's contractors shall be at rates consistent within the industry for similar work. In the event that Tenant shall receive a quotation from another contractor for substantially the same work at a lower price, Landlord's contractor may match the price or Tenant may retain its own contractors to do the work.
  
2. The parties acknowledge that the buildings to be located on Dickson Avenue and Dayton Street are not completed as of the date of this agreement. Upon completion of the buildings, Tenant shall revise the premises drawings attached hereto as Schedule "B" to reflect the additional location and cable runs comprising the premises.

