

SERVICE PROVIDER ACCESS AGREEMENT

IN CONSIDERATION of the rents paid by GT GROUP TELECOM SERVICES CORP. ("Tenant") to 55224 MANITOBA LTD. & 53044 MANITOBA LTD. ("Landlord") and the terms contained herein, the parties agree as follows:

1. **Address where Premises are located:** 125 Garry Street, Winnipeg, Manitoba ("Building"), as legally described on Schedule "A".
2. **Premises:** described in Schedule "B".
3. **Term:** Five (5) years.
4. **Commencement Date:** August 1, 2000 or the first of the month after the date installation commences whichever is sooner.
5. **Options to Extend:** (1) x (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:** \$ 2500.00 plus GST per year payable annually in advance. Landlord's GST number is . 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 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.
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 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) 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 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. 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. **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: 5 July 2000
 Tenant: GT Group Telecom Services Corp.
 Per: [Redacted]
 Name: [Redacted]
 Title: Vice President, National Facilities

I have the authority to bind the Corporation.

Mailing Address for Notices:

Attention: _____

Facsimile: _____ Tel: _____

Date: July 20, 2000
 Landlord: BRENT BUSINESS SERVICES LTD
on behalf of 53044 2nd Ave. S.W.
 Per: [Redacted]
 Name: [Redacted]
 Title: PRESIDENT

I have the authority to bind the Corporation.

Mailing Address for Notices:

750-125 Barclay St.
R2C 3P2

Attention: [Redacted]

Facsimile: [Redacted] Tel: [Redacted]

SCHEDULE "A"**Legal Description**

LOTS 47, 48, 49 PL 24135
~~RL 52153 24135~~ 1 St John

BW

SCHEDULE "B"**Description of Premises**

APPROXIMATELY 100 SQUARE FEET OF RENTABLE AREA
EXACT LOCATION TO BE DETERMINED

SCHEDULE "C"**Additional Provisions**



July 26, 2005

55224 Manitoba Ltd. and 53044 Manitoba Ltd.
c/o Brent Business Services Ltd.
750 – 125 Garry Street
Winnipeg MB R3C 3P2

Attention: Brenlee Werner, President

Dear Brenlee:

Re: Notice to Extend/renew Service Provider Access Agreement between 55224 Manitoba Ltd & 53044 Manitoba Ltd. and Bell Canada[GT Group Telecom Services Corp.] for the building located at 125 Garry St. Winnipeg, MB. Agreement # 04001.005

Please be advised that this letter serves as formal written notice of our intent to extend/renew the subject agreement for a further five (5) year period commencing August 1, 2005 with the same terms and conditions, including rent.

Please acknowledge your agreement by signing and executing this letter and returning three (3) fully executed copies back to the attention of:

Barry Penosky, Transaction Manager
SNC Lavalin Nexacor
Suite 2100, 111 – 5th. Ave. SW
Calgary, Alberta T2P 3Y6
(403) 542-6735

Should you have any questions or concerns, please do not hesitate to contact the above.

Yours truly,

BELL CANADA

[Redacted]
[Redacted]
[Redacted]
Manager, Asset Management

Acknowledged and Agreed to this <u>9</u> day of <u>AUGUST</u> , 200 <u>5</u> .	
<u>BRENT BUSINESS SERVICES LTD</u> 55224 Manitoba Ltd. <i>on behalf of</i>	<u>BRENT BUSINESS SERVICES LTD</u> <u>ON</u> 53044 Manitoba Ltd. <u>BEHALF OF</u>
Per: [Redacted]	Per: [Redacted]
Authorized Signature	Authorized Signature
[Redacted]	[Redacted]
Print Name	Print Name
<u>PRESIDENT BRENT BUSINESS SERVICES LTD.</u>	<u>PRESIDENT, BRENT BUSINESS SERVICES LTD.</u>
Title	Title
Bell West Inc. 28 th Floor, Bell Tower 10104 103 rd Avenue Edmonton, Alberta T5J 0H8	
Telephone: [Redacted]	
Facsimile: [Redacted]	
www.bell.ca	

34001.005

group telecom

A Bell Canada Division

Via fax
204-943-5199

May 30, 2005

55224 Manitoba Ltd & 53044 Manitoba Ltd
c/o Brent Business Services Ltd.
750-125 Garry St
Winnipeg MB R3C 3P2

Re: Notice to Extend/Renew Telecom Agreement between 55224 Manitoba Ltd & 53044 Manitoba Ltd and GT Group Telecom Services Corp. now Group Telecom a Bell Canada Division for building located at 125 GARRY ST, WINNIPEG - 04001.005

Please be advised that this letter serves as formal written notice of our intent to extend/renew the subject agreement for a further 5 year period commencing **August 1, 2005** with the same terms and conditions including the Rent.

Please acknowledge your agreement by signing and executing this letter and returning one fully executed copy back to my attention via fax or courier. Should you have any questions or concerns please do not hesitate to contact me at your earliest convenience.

Yours truly,
Group Telecom a Bell Canada Division

[Redacted Signature]

Director National Facilities

cc: [Redacted]

Agreed and acknowledged on the 2 day of June, 2005.

55224 Manitoba Ltd & 53044 Manitoba Ltd

[Redacted Signature]

A.S.O.