

SERVICE PROVIDER ACCESS AGREEMENT

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

1. **Address where Premises are located:** 10011 109th Street, Edmonton, Alberta, - "Peace Hills Trust" ("Building"). as legally described on Schedule "A".
2. **Premises:** described in Schedule "B".
3. **Term:** 5 years.
4. **Commencement Date:** March 1, 2003 or the first of the month after the date installation commences whichever is sooner.
5. **Options to Extend:** (2)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:** \$2,500.00 plus GST per year payable annually in advance. Landlord's GST number is R100-005-966. 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, rooftops, 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 or an associate as defined in the CBCA (Canadian Business Corporations Act). 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: February 21, 2003Date: 27 February 03Tenant: **GT Group Telecom Services Corp.**

ABAK ESTATES LIMITED
 By its manager, NewWest Enterprise Property
 Group (Western) Inc.

Per: _____
 Name:
 Title: Director National Facilities

Per: _____
 Name
 Title: Senior Vice-President, Operations

I have the authority to bind the Corporation.

I have the authority to bind the Corporation.

Mailing Address for Notices:

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20 Bay Street, Suite 700
Toronto, Ontario
M5J 2N8

Suite 601, 9925 - 109 Street
Edmonton, Alberta
T5K 2J8

Attention: Director National FacilitiesAttention: Property Manager, Peace Hills Trust Tower

Facsimile:

SCHEDULE "A"**Legal Description**

Plan (B)
Block Eight (8)
Lot Thirty One (31)
Excepting thereout all mines and minerals

Schedule "C"

Additional Provisions

EPCOR Distribution Inc.
Service Agreement for External Customers

Customer Name: GT Group Telecom

Address: Main Floor 10032 – 103 Street Edmonton Alberta T5J 0X2

Phone: 780 – 413 - 6300

E.D.I. Work Order:

A – Jobbing B – Commercialization XXX
(either A or B MUST be completed)

Start Date: 01 / Mar / 2003 Completion Date: 30 / Mar / 2003
DD/MMM/YY

This contract offer is valid for 90 Days

Location of Services: 10011 – 109 Street

EPCOR Distribution Inc. agrees to provide the Customer the following services:

Customer's Responsibilities:

- Obtaining a Building Access agreement from the Provincial Government.
- All inside building work
- Pulling the Fibre cable from the building wall to the telecommunications room.
- Supply the required fibre optic cable.
- All splices within the EPCOR Vault at NV306E

EPCOR will provide the following:

- EPCOR will ensure all work completed is in compliance with all applicable Codes and Acts.
- EPCOR will excavate from Manhole N305 to the exterior building wall of the Peacehill Trust Building.
- A two inch duct will be supplied and installed.
- EPCOR will core - drill the exterior wall and bring the two inch conduit into the building.
- Repair the building wall as required.

- Backfill all excavations and restore the street paving.
- EPCOR will pull the customers supplied cable from the building to the splice box located in Vault NV306E

EPCOR's costs are based on the following conditions and limitations:

- The customer is responsible for supplying and installing the duct within the building.
- GT Group Telecom is responsible for obtaining a building access agreement for the Peacehill Trust Building. EPCOR will require a copy of this agreement prior to the start of construction.
- GT Group Telecom would be responsible for sealing the duct against water movement

EPCOR Distribution Inc. will provide the services described above to the Customer for the sum of \$ 14,293.76.

Type of Payment Received:

Receipt # _____

Cash: Cheque: Purchase Order # _____

Sub-total: \$ 13,358.65

G.S.T.: \$ 935.11

Total: \$ 14,293.76

The customer has read the entire Service Agreement and accepts the Terms and Conditions.

Customer/Contractor/Representative

EPCOR Representative

Print Name

Print Name

Date

Date

EPCOR Distribution Inc. may invoice the Customer monthly, on the 26th day of each and every month and the Customer agrees to pay each invoice net 30 Days after receipt of the invoice. The Customer also agrees to comply with any other payment details described on the attachments, (if any) to this Service Agreement. The Customer agrees to pay a service charge of 24% per annum (2% per month) on all overdue accounts. EPCOR Distribution Inc. has G.S.T. # 883551426RT0001.

Service Agreement Terms and Conditions

1. **Personal Property:** Any personal property supplied to EPCOR Distribution Inc. by a third party, or supplied to the Customer by a third party as part of the Services shall not be the responsibility of EPCOR Distribution Inc. and the Customer acknowledges that it must make all arrangements with any third parties to obtain title to any such personal property.
 2. **Cancellation:** This Service Agreement cannot be cancelled or terminated by the Customer.
 3. **Personal Property Selection:** The Customer is responsible for any personal property required to allow EPCOR Distribution Inc. to perform the Services in accordance with section 1 above except as specifically noted on page one. The Customer acknowledges that the suitability of such personal property is the sole responsibility of the Customer.
 4. **Loss & Damage:** The Customer shall bear the entire risk of loss, damage, destruction, theft, seizure or governmental taking of the facilities, structures, and/or installations made by EPCOR Distribution Inc. hereunder, or any part thereof (the "installations"), regardless of whether it is caused by any default or neglect of the Customer. No such loss shall relieve the Customer of its obligation hereunder.
 5. **Maintenance & Repair:** The Customer shall, at its expense, be totally responsible for the Installations commencing at the point in time when the Services by EPCOR Distribution Inc. have been completed.
 6. **Net Service Agreement:** All costs and expenses relating to the installations, and their use, maintenance and possessions, shall be borne by the Customer, including all taxes and fees. If the Customer fails to perform any of its obligations hereunder, EPCOR Distribution Inc. may do so on the Customer's behalf and shall be entitled to immediate reimbursement of such expenses or outgoing from the Customer without prejudice to any other of EPCOR Distribution Inc.'s rights or remedies.
 7. **Default:** Upon the Customer defaulting, EPCOR Distribution Inc. may cancel this Service Agreement and, in addition to EPCOR Distribution Inc.'s other rights and remedies under this Service Agreement, the Customer shall pay forth to EPCOR Distribution Inc. as liquidated damages and not as penalty, an amount equal to the total of:
 - (I) Unpaid payments pursuant to the Payment details and other amounts payable hereunder;
 - (II) Any enforcement costs incurred by EPCOR Distribution Inc. including costs calculated on a solicitor and own client basis;
- III) Interest at the rate of 24% per annum collected monthly on the above amounts from the date of default until payment received in full.
8. **Insurance:** The Customer shall at its own expense, place and maintain insurance acceptable to EPCOR Distribution Inc.
 9. **Employees:** EPCOR Distribution Inc. shall provide skilled, well trained and experienced employees and other personnel when providing the Services and EPCOR Distribution Inc. shall be responsible for maintaining all requirements relating to Alberta Electrical Communications Utility Code, The Workers Compensation Act and the Occupational Health and Safety Act and all other similar legislation.
 10. **Warranty and Disclaimer:** EPCOR Distribution Inc. warrants that the Services supplied by EPCOR Distribution Inc. to the Customer comply with the Customer's requirements for a period of one year, commencing at the point in time when the Services by EPCOR Distribution Inc. have been completed. EPCOR Distribution Inc. hereby assigns to the Customer any warranty which the vendor or manufacturer or supplier of such Installations has provided. The rights and remedies for faulty equipment shall be limited to the above. EPCOR Distribution Inc. makes no representations or warranties, express or implied. Without limiting the foregoing, no claim shall be made by the Customer for an amount that exceeds the total amount payable to EPCOR Distribution Inc. by the Customer hereunder and the Customer agrees that EPCOR Distribution Inc. liability shall in no circumstances exceed such amount.
 11. **Indemnity:** Except for the defaults of EPCOR Distribution Inc., the Customer shall defend all suits and proceedings against EPCOR Distribution Inc. that are commenced in respect of this Service Agreement and the installations.
 12. **Confidentiality:** Both parties covenant that all documents and other information related to this Service Agreement are to be treated as confidential.
 13. **Government Law:** This Service Agreement shall be governed by the laws of the Province of Alberta.
 14. **Extra Work:** If the Customer requires that anything additional to the Services be done by EPCOR Distribution Inc. then the Customer agrees to pay EPCOR Distribution Inc. additional amounts for any such Services and related material. In the event of any uncontrollable or unforeseen events, the Customer shall be required to pay to EPCOR Distribution Inc. all extra amounts required to complete the Services.
 15. **Approval:** The approval of the Customer must be obtained prior to any change to this Service Agreement which would cause a price increase whether it be from an act of God or otherwise.
 16. **Sub-contractors:** EPCOR Distribution Inc. shall ensure at all times that its sub-contractors comply with this Service Agreement.
 17. **Compliance:** All employees, agents, and sub-contractors of the Customer must comply with the Alberta Regulation which establishes a Code of Conduct governing the behavior of owners and their affiliated retailers and must also comply with the EPCOR Distribution Inc. Code of Conduct Compliance Plan.
 18. **G.S.T.:** The Goods and Services Tax payable on taxable services provided pursuant to this Service Agreement must be shown as a separate amount together with the service providers GST Registration number.
 19. **Force Majeure:** A party shall not be responsible for any failure to comply with any of the terms of this Service Agreement, where such failure is directly or indirectly caused by or results from events of force majeure beyond the control of such party and for so long as such event continues. These events shall include, but not be limited to fire, flood, earthquake, accident, civil disturbances, war, rationing, embargoes, strikes or labor problems, delays in transportation, acts of God, or acts of government or any order, decision or ruling of any regulatory authority having jurisdiction over such party. Lack of finances shall not be an event of force majeure.