

SERVICE PROVIDER ACCESS AGREEMENT

IN CONSIDERATION of the rents paid by GT GROUP TELECOM SERVICES CORP. ("Tenant") to STUDIA ANALYSIS INC. ("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:** Five (5) 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:** (1)X (5) years at market rent for similar premises, uses and building 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 90 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 R103550596. 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, with the Landlord's prior consent.
8. **Government Regulations:** Tenant will comply with and conform to all legislative and regulatory requirements of any government authority, including the C.R.T.C., by-laws and laws, which relate to the operation of the leased premises.
9. **Electricity:** Tenant will pay for its own electrical consumption annually in arrears. Tenant warrants that its annual consumption will not exceed \$ _____ per annum and will provide consumption data to Landlord each year. Such payment by the Tenant shall be subject to escalation as reasonably determined by the Landlord.
10. **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.

11. 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 the Landlord.
- 12. 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.
- 13. Indemnity:** Landlord and Tenant indemnify and save harmless each other, or any third party, 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.
- 14. 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.
- 15. 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.
- 16. 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 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.

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 their respective successors and assigns.

Date: 30 March 00

Tenant: GT Group Telecom Services Corp.

Per: _____
Name: _____
Title: VICE PRESIDENT, NATIONAL FACILITIES

I have the authority to bind the Corporation.

Mailing Address for Notices:

GROUP TELECOM
20 BAY STREET, SUITE 700
TORONTO ONTARIO M5J 2N8

Attention: ROBERT STRATHERS

Facsimile: _____ Tel: _____
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Date: April 6 2000
Marwest Management Canada Ltd as agent for
Studia Analysis Inc.

Per: _____
Name: _____
Title: Vice President

I have the authority to bind the Corporation.

Mailing Address for Notices:

MARWEST MANAGEMENT CANADA LTD.
167 LOMBARD AVE, SUITE 168
WINNIPEG, MB R3B 0T6

Attention: DAVID DUECK

Facsimile: _____ Tel: _____
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SCHEDULE A attached to and forming part of a certain Indenture of Lease made between STUDIA ANALYSIS INC., the Landlord, and GT GROUP TELECOM SERVICES CORP., the Tenant.

The Grain Exchange Building and the Annex Building are situated on lands commonly referred to as 167 Lombard Avenue and 153 Lombard Avenue, both of the City of Winnipeg, in Manitoba, and more particularly described as:

All those portions of Lots 59 to 64, Plan 223, WLTO (W. Div.) and all that portion of RL 6, Parish of St. John, which lie to the East of the Eastern limit of Rorie St., to the South of the Southern limit of McDermot Avenue, to the North of the Northern limit of Lombard Avenue and to the West of a line drawn Nly at right angles to the said Northern limit of Lombard Avenue, through a point in the same, distant Ely thereon 189.55 feet from the said Eastern limit of Rorie Street, in RL 6 and 7, Parish of St. John;

SCHEDULE B attached to and forming part of a certain Indenture of Lease made between STUDIA ANALYSIS INC., the Landlord, and GT GROUP TELECOM SERVICES CORP., the Tenant.

The Landlord hereby demises and leases to the Tenant certain premises in the buildings known as the Grain Exchange Building and Annex Building municipally located at 153 - 167 Lombard Avenue, Winnipeg, Manitoba and situate on lands described in Schedule A. The demised premises consist of approximately 90 square feet and are located on the basement level of the Building and are known as Vault 9 - 167 Lombard Avenue, Winnipeg, Manitoba, together with all rights and appurtenances thereto belonging or usually known as part and parcel thereof (referred to as the "Demised Premises"), and subject to the terms and conditions agreed to between the Landlord and Tenant as set forth in this Lease.

group telecom

A Bell Canada COMPANY

Via fax 204-957-1151

January 28, 2005

Marwest Management Canada Ltd.
360 MAIN ST
WINNIPEG MB R3C 3Z3

G 17.415

Attention: Property Management

Re: Notice to Extend/Renew Telecom Agreement between Marwest Management Canada Ltd. ("Landlord") and GT GROUP TELECOM SERVICES CORP. ("Tenant") for building located at 153 & 167 LOMBARD AVE, WINNIPEG - LOCATION CODE: 04001.001

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 May 1, 2005 with the same terms and conditions including the Fee or 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,
GT Group Telecom

Associate Director, National Facilities

cc: Joey Sayantharajah

Agreed and acknowledged on the 1st day of February, 2005.

Marwest Management Canada Ltd.

A.S.O.