

LANDLORD'S CONSENT

BLD # 126

In consideration of the installation of equipment by GT Group Telecom Services Corp. ("GT") to enhance telecommunications services of the tenants located at 100 West Pender Street, Vancouver, British Columbia ("Building"), MDM Holdings Ltd. (the "Landlord") consents to such installation on the following terms:

1. GT may install maintain, and operate its telecommunication equipment in accordance with drawings attached in the premises shown outlined on Schedule "A" hereto known as the POP Room, and such other ancillary areas (e.g. telephone and electrical closets, building risers, conduit) in the building and upon the lands as may be reasonably required.
2. GT may carry out all necessary tests to the premises to satisfy itself that it may use the premises for its intended purpose and shall repair any damage to the Building caused by GT.
3. All initial and future equipment which shall remain the property of GT will be installed, operated, maintained and relocated in a good and workmanlike manner in accordance with sound engineering practices and all applicable legislation. GT shall obtain and maintain all licenses required to operate the equipment. Upon request from the Landlord, GT shall remove all equipment upon termination of the service to the last of the tenants of the Building receiving service from GT and GT shall restore the premises to its original condition, reasonable wear and tear accepted. GT may leave its equipment within the Building if the tenants vacate with the view to providing service to a subsequent tenant reserving the right to enter the Building and remove its equipment on notice to the Landlord.
4. GT shall indemnify the Landlord for any personal injury or property damage caused by GT, its employees or agents and GT will insure against such risks and will, at the request of the Landlord, provide evidence of such insurance which must be satisfactory to the Landlord. The Landlord shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to GT or its employees, invitees, or licensees or any other person in, on or about the Building, or for any interruption of any business carried on by GT in the Building.
5. GT may connect its equipment to the Building's electrical systems and utilities including hydro, telephone, fibre and where applicable and with the consent of the tenants, to connect to tenants' electrical grounding system, interior wiring, cabling and the equipment. Tenant will pay for its own electrical consumption, as reasonably determined by the landlord, annually in arrears forthwith upon receipt of an invoice from the Landlord. Tenant warrants that its annual consumption will not exceed Three Hundred (\$300.00) Dollars per annum and will provide consumption data to Landlord each year.
6. The Landlord acknowledges that GT may transfer its interest in the equipment and/or the customer service contract to affiliates, principal tenders and purchasers of its assets.

7.

IF:

- (a) the premises or the Building are damaged by fire or any other cause and if the damage is such that the premises or the Building or any substantial part thereof is rendered not reasonably capable of use and occupancy for any period of time in excess of ten (10) days; or
- (b) the Building or any part thereof is expropriated or condemned,

then the Landlord may immediately terminate this agreement upon written notice to GT and GT shall forthwith vacate the premises.

Dated: 13 September 2000

Dated: 8th of September, 2000

GT GROUP TELECOM SERVICES CORP.

MDM HOLDINGS LTD.

per:

Name:

Title: Vice President, National Facilities

Title: President

I have authority to bind the Corporation.

I have authority to bind the Corporation.

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

Mailing Address for Notices:

MDM HOLDINGS LTD.
#1100 - 100 West Pender Street
Vancouver, B.C. V6B 1R8

Attention: Director, Facilities
Telephone:
Facsimile:

Attention: 1
Telephone:
Facsimile:

SCHEDULE "A"

Description of Premises

SEE ATTACHED DRAWINGS