

P-02001.222.00

LANDLORD'S CONSENT

In consideration of the installation of equipment by GT Group Telecom Services Corp. ("GT") to enhance telecommunications services of the tenants located at The Aero Centre, 1441 Aviation Park NE, Calgary, AB ("Building"), Piedmont Hawthorne ("Landlord") consents to such installation on the following terms:

- 1.a) GT may install, maintain and operate its telecommunication equipment in accordance with drawings attached; (not applicable - wall mounted equipment)
- b) Premises: Main Telephone Room and such other ancillary areas in the Building and upon the lands as may be reasonably required, subject to Landlord's prior approval.
- 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 worklike 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 excepted. 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 written notice and prior approval of 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.
- 5. GT may connect its equipment to the Building's electrical systems and utilities including telephone, fibre and hydro and where applicable, to connect to tenants' electrical grounding system, interior wiring, cabling and the equipment.
- 6. The Landlord acknowledges that GT may transfer its interest in the equipment and/or the customer service contract to affiliates, principal lenders and purchasers of its assets ("Successor"). In the event the Landlord does not approve of the above noted Successor, the Landlord may terminate this agreement by providing the Tenant 60 days' written notice of same.
- 7. The Landlord will be relieved of its obligations to GT under this agreement to the extent such obligations are assumed by the purchaser of the Building.

Dated: May 31, 02
GT GROUP TELECOM SERVICES CORP.

Dated: 28 May 02
PIEDMONT HAWTHORNE

Per: _____
Name: _____
Title: _____
I have authority to bind the corporation **Director, National Facilities**

Per: _____
Name: _____
Title: _____
I have authority to bind the corporation

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

Mailing Address for Notices:
Box# 500, 1441 Aviation Park NE
Calgary, AB T2E 8M7

Attention: **Director, National Facilities**
Facsimile: (

Attention: A.J. Hickey