

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 175 Killarney Ave., 1827 Chancellor Dr., 700 Bairdmore ave., 1100 Chancellor Dr., 1520 Chancellor Dr., 888 Crane Ave., 262 Dalahousie Dr., 99 Killarney Ave., 1250 Beaumont St., 960 Scurfield Blvd., 666 Oakenwald Ave., 20 Donnelly St., 10 Ryerson Ave., 633 Patricia Ave., 975 Dowker Ave., 810 Waterford Ave., 400 Scurfield Blvd and 181 Henlow Bay. All in the city of Winnipeg ("Building(s)"), Fort Garry School Division #5 ("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;
- b) Premises: POP Room and such other ancillary areas (eg: 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 workerlike 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 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.
- 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.
- 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: Aug. 10. 01
GT GROUP TELECOM SERVICES CORP.

Dated: August 1, 2001
LANDLORD

Per: _____
Name: _____
Title: Vice President and General Manager,
Prairie Region

Per: _____
Name: _____
Title: Director of Administrative Services

I have authority to bind the corporation
Mailing Address for Notices:
Suite #700, 20 Bay Street
Toronto, Ontario M5J 2N8

I have authority to bind the corporation
Mailing Address for Notices:
181 Henlow Bay
Winnipeg, MB R3Y 1M7

Attention: Director, National Facilities
Facsimile: _____ Tel: _____

Attention: _____
Facsimile: _____ Tel: _____