

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 (see Schedule "A") ("Buildings"), RANCHO REALTY (1975) LTD., Property Management Division, as agent for the landlords' shown on attached Schedule "B" ("Landlord") consents to such installation on the following terms:

- 1.a) GT may install, maintain and operate its telecommunication equipment in accordance with the Landlord's rules and regulations, to be provided;
- b) Premises: POP Room and such other ancillary areas (eg: telephone and electrical closets, building risers, conduit) in the Buildings and upon the lands as may be reasonably required, as it relates to Calgary Co-Operative Association Limited;
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 Buildings 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 tenant of the Buildings, being the Calgary Co-Operative Association Limited, 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 Buildings with the view to providing service to a subsequent tenant reserving the right to enter the Buildings 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 Buildings' 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, upon notice to the Landlord for consent which shall not be unreasonably withheld.
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 assignee of this agreement.

Date: <u>Jun. 23.02</u>	Date: <u>June 20/02</u>
Tenant: <u>GT Group Telecom Services Corp.</u>	Landlord: <u>Agost</u>
Per: <u>[Signature]</u>	Per: <u>[Signature]</u>
Name: <u>Jim Tsakris</u>	Name: <u>Beverly Bando</u>
Title: <u>Director Facilities, National</u>	Title: <u>Branch Manager</u>
Mailing Address for Notices: <u>20 Bay Street</u> <u>Suite #700</u> <u>Toronto, Ontario M5J 2N8</u>	Mailing Address for Notices: <u>4, 5508 - 1st Street S.E.</u> <u>Calgary, AB T2H 2W9</u>
Attention: <u>Director, National Facilities</u> Facsimile: <u>(416) 848-2490</u> Tel: <u>(416) 848-2000</u>	Attention: <u>Beverly Bando</u> Facsimile: <u>(403) 253-8207</u> Tel: <u>(403) 253-7642</u>

SCHEDULE "A"

GT has the Landlord's Consent to provide telecommunication services to Calgary Co-Operative Association Limited at the following sites:

Head Office:	2735 - 39 th Avenue NE, Calgary, AB
Store #11, Deer Valley:	1221 Canyon Meadows Dr. S.E., Calgary, AB
Store #15, Monterey Square:	2220 - 68 th Street N.E., Calgary, AB

SCHEDULE "B"

Rancho Realty (1975) Ltd., Property Management Division are agent for the following landlords' with respect to the listed corresponding sites:

<u>SITE</u>	<u>LANDLORD</u>
2735 - 39 th Avenue NE, Calgary, AB	682044 Alberta Ltd.
1221 Canyon Meadows Dr. S.E., Calgary, AB	Deer Valley Shopping Centre Ltd.
2220 - 68 th Street N.E., Calgary, AB	Qualico Developments West Ltd.