

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 2 Riverside Drive, leagly described as, Parcel 1: SP lots 19 and 20 Plan 32971WLTO together with a right of way for all purposes and as appurtenant to both said lots over and upon SP Lot 21 as shown on said plan and subject to a right of way for all purposes and as appurtenant to SP Lots 21 and 22 as shown on said plan over and upon said lot 20 in RL 6 and 7 Parish of St. John.

Parcel 2: SP lots 21,22 and 23 Plan 32971 WLTO together with a right of way for all purposes and as appurtenant to said lots 21 and 22 over and upon SP Lot 20 as shown on said plan and subject to a right of way for all purposes and as appurtenant to SP Lots 19 and 20 as shown on said plan over and upon said lot 21 in RL 6 and 7 Parish of St. John. ("Building"), 2116669 Manitoba Ltd. ("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 : Ancillary areas (eg: telephone and electrical closets, building risers, conduit) in the Building and upon the lands as may be reasonably required; Any new conduit for GT's exclusive use to be installed by Landlord's contractor at GT's sole cost and expense
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. Drawings to be submitted to landlord for approval.
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.

Date: _____

Date: _____

Tenant: GT Group Telecom Services Corp.

Landlord:

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

Per: _____
Name: _____
Title: President

I have the authority to bind the Corporation.

I have the authority to bind the Corporation

Mailing Address for Notices:

20 Bay Street

Suite #700

Toronto, Ontario M5J 2N8

Mailing Address for Notices:

115 - 93 Lombard

Winnipeg, MB

R3B 3B1

Attention: Director, National Facilities

Facsimile: _____ Tel: _____

Attention: _____

Facsimile: _____ Tel: _____