

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 **1580 West Broadway Avenue**, legally described as Lot 1, Blk 350, Plan LMP 33769, DL 526, Except Plan LMP 33769 ("Building"), **Vancouver School District # 39** ("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: Mar 6, 2002
GT GROUP TELECOM SERVICES CORP.

Dated: Feb 07/02
VANCOUVER SCHOOL DISTRICT # 39

Per: _____
 Name
 Title: Director, National Facilities

Title: Director, National Facilities

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:

Attention: Director, National Facilities
 Facsimile: (416) 848-5325 Tel: (416) 848-2000

Attention: _____
 Facsimile: _____ Tel: _____